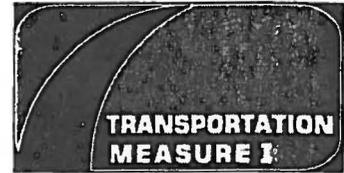




San Bernardino Associated Governments

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



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

AGENDA

Mountain/Desert Committee

April 19, 2013

9:30 a.m.

Location

**Town of Apple Valley
14975 Dale Evans Parkway
Apple Valley, CA**

Mountain/Desert Committee Membership

Chair

*Julie McIntyre, Mayor
City of Barstow*

*Bill Jahn, Council Member
City of Big Bear Lake*

*George Huntington, Council Member
Town of Yucca Valley*

Vice Chair

*Ed Paget, Mayor
City of Needles*

*Mike Leonard, Council Member
City of Hesperia*

*Robert Lovingood
Board of Supervisors*

*Cari Thomas, Mayor
City of Adelanto*

*Jim Harris, Council Member
City of Twentynine Palms*

*James Ramos
Board of Supervisors*

*Curt Emick, Mayor
Town of Apple Valley*

*Ryan McEachron, Mayor Pro Tem
City of Victorville*

*Janice Rutherford
Board of Supervisors*

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

Mountain/Desert Committee

April 19, 2013

9:30 a.m.

Location

**Town of Apple Valley
14975 Dale Evans Parkway
Apple Valley, CA**

CALL TO ORDER:

(Meeting Chaired by: Julie McIntyre)

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

Notes/Actions

- 1. **Possible Conflict of Interest Issues for the Mountain/Desert Committee Meeting of April 19, 2013.** Pg. 4

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.

- 2. **Attendance Register** Pg. 5

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

Discussion Items

Transportation Fund Administration

3. **Addition of Policy 40022 Rural Mountain/Desert Subareas Advance Expenditure Processes to the Measure I 2010-2040 Strategic Plan** Pg. 7

That the Committee recommend the Board acting in its capacity as the San Bernardino County Transportation Authority: Approve the addition of Policy 40022 Rural Mountain/Desert Subareas Advance Expenditure Processes to the Measure I 2010-2040 Strategic Plan. **Ellen Pollema**

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

4. **Advance Expenditure Agreement for Village L Project in the City of Big Bear Lake** Pg. 10

That the Committee recommend the Board acting in its capacity as the San Bernardino County Transportation Authority: Approve Advance Expenditure Agreement C13128 in the amount of \$1,200,000 with the City of Big Bear Lake for the Village L Project funded by Measure I Mountains Subarea – Major Local Highway Program Funds.

Ellen Pollema

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 Agreement as to form.

5. **Interstate 15 Widening, Phase 2** Pg. 20

That the Committee recommend the Board approve an allocation of \$3.637 million in Surface Transportation Program funds for construction of Phase 2 of the Interstate 15 Widening project, increasing the total construction allocation from \$23,564,000 to \$27,201,000.

Andrea Zureick

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 –

Additional Information

Acronym List

Pg. 23

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

ADJOURNMENT:

Next Mountain/Desert Committee Meeting – Friday, May 17, 2013

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, Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the “Consent Calendar” and “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!*



- 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: April 19, 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.	Principals & Agents	Subcontractors
1		NONE	

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

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

*

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

AGENDA ITEM #2

MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2013

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Cari Thomas + City of Adelanto	**	X	X									
Curt Emick Town of Apple Valley	**	X	X									
Julie McIntyre City of Barstow	**	X	X									
Bill Jahn City of Big Bear Lake	**	X										
Mike Leonard City of Hesperia	**	X	X									
Ed Paget City of Needles	**	X	X									
Jim Harris City of Twentynine Palms	**	X	X									
Ryan McEachron City of Victorville	**	X	X									
George Huntington Town of Yucca Valley	**	X	X									
Robert Lovingood County of San Bernardino	**	X										
Janice Rutherford County of San Bernardino	**											
James Ramos County of San Bernardino	**											

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

**The Mountain/Desert Committee did not meet
x*Alternate Attended

*** New SANBAG Board Member

X = Member attended meeting.
MDCatt12.doc

Empty box = Member did not attend meeting

Crossed out box = Not a Board Member at the time.

AGENDA ITEM #2

MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2012

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Cari Thomas + City of Adelanto	X	X	X	X	X	X	X		X	X	**	X
Rick Roelle Town of Apple Valley		X			X			X		X*	**	
Julie McIntyre City of Barstow	X	X			X	X	X		X	X	**	X
Bill Jahn City of Big Bear Lake	X	X	X	X		X	X	X	X	X	**	
Mike Leonard City of Hesperia	X	X	X	X		X	X	X	X	X*	**	X
Ed Paget City of Needles	X	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	**	
Ryan McEachron City of Victorville	X	X	X	X	X		X	X	X	X	**	X
George Huntington Town of Yucca Valley	X		X	X	X	X	X	X	X		**	X
Brad Mitzelfelt County of San Bernardino		X				X		X	X	X	**	N/A
Janice Rutherford County of San Bernardino		X					X			X	**	
Neil Derry County of San Bernardino	X	X	X	X				X	X	X	**	N/A
Robert Lovingood*** County of San Bernardino											**	X
James Ramos*** County of San Bernardino											**	X

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

**The Mountain/Desert Committee did not meet
x*Alternate Attended

*** New SANBAG Board Member

X = Member attended meeting.
MDCatt12.doc

Empty box = Member did not attend meeting

Crossed out box = Not a Board Member at the time.



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

Minute Action

AGENDA ITEM: 3

Date: April 19, 2013

Subject: Addition of Policy 40022 Rural Mountain/Desert Subareas Advance Expenditure Processes to the Measure I 2010-2040 Strategic Plan

Recommendation:* That the Committee recommend the Board acting in its capacity as the San Bernardino County Transportation Authority:

Approve the addition of Policy 40022 Rural Mountain/Desert Subareas Advance Expenditure Processes to the Measure I 2010-2040 Strategic Plan

Background: Policy MDMLH-12 of Measure I Strategic Plan Policy 40017 provided language to allow for Advance Expenditure Agreements in the Rural Mountain/Desert Subareas. However, no requirements for administration of the policy were established as was done for the Valley and Victor Valley Subareas.

This new Policy 40022 will establish the needed process to allow local jurisdictions to advance funding for development and construction of Measure I projects prior to the availability of Major Local Highway Program funds.

Financial Impact: There is no impact to the budget with approval of this new policy.

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

Responsible Staff: Ellen Pollema, Transportation Planning Analyst

*

*Approved
 Mountain/Desert Committee*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.

MDC1304a-ep

<http://portal.sanbag.ca.gov/mgmt/committee/desert/mdc2013/mdc1304/AgendaItems/MDC1304a1-ep.docx>

San Bernardino Associated Governments	Policy	40022
Adopted by the Board of Directors	Month Day, Year	Revised DRAFT 05/01/13
Rural Mountain/Desert Subareas Advance Expenditure (MDAE) Processes Measure I 2010-2040 Strategic Plan	Revision No.	New 0

Table of Contents

[Purpose](#) | [References](#) | [Definitions](#) | [Policies for Rural Mountain/Desert Subareas Advance Expenditure Process](#) | [Revision History](#) |

I. PURPOSE

The purpose of this policy is to establish the requirements for administration of the Rural Mountain/Desert Subareas Advance Expenditure (AE) process. The AE process enables local jurisdictions to advance funding for development and construction of Measure I projects prior to the availability of Measure I 2010-2040 revenue for those projects. The policies establish project eligibility criteria and reimbursement terms for this process. After July 1, 2009, expenditures on projects included on the Rural Mountain/Desert Subareas Major Local Highway candidate project list may be eligible for reimbursement or credit under the AE process, subject to approval by the Mountain/Desert Committee and the SANBAG Board.

II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

Policy 40017, Rural Mountain/Desert Subareas Major Local Highways Program

III. DEFINITIONS

Advance Expenditure Agreement (AEA) – A contract that establishes agency roles, responsibilities and financial commitments between local jurisdiction(s) and SANBAG that is required to be executed prior to project approval under the AE process.

Major Local Highways Projects: Major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways, where appropriate. These funds may also be used to leverage other state and federal funds for transportation projects and to perform planning/project reports.

Development Share – The percentage share of total project cost assigned as the development contribution percentage as listed in the SANBAG Nexus Study or a Traffic Impact Analysis, as applicable.

Public Share – The share of project cost calculated as the total cost of the project minus the contribution percentage as listed in the SANBAG Nexus Study or a Traffic Impact Analysis, as applicable.

IV. POLICIES FOR THE RURAL MOUNTAIN/DESERT SUBAREAS ADVANCE EXPENDITURE PROCESS

A. General Policies

Policy MDAE-1: Jurisdictions that deliver Rural Mountain/Desert Subareas Major Local Highways (MLH) Program projects from the candidate project list may expend local jurisdiction funds with the expectation of later reimbursement of the public share costs by SANBAG, subject to the terms of the Advance Expenditure (AE) process. SANBAG's commitment to reimburse a jurisdiction under the AE process shall be subject to the project priorities and policies referenced in Policy 40017.

Policy MDAE-2: SANBAG commitments under the AE process for reimbursement from Rural Mountain/Desert Subareas MLH Program funds, including the specific amount of public share cost to be reimbursed, shall be recommended by the Rural Mountain/Desert Subareas subarea representatives and the Mountain Desert Committee and approved by the SANBAG Board.

Policy MDAE-3: Only projects included in the Rural Mountain/Desert Subareas MLH candidate project list shall be eligible for the AE Program in the Rural Mountain/Desert Subareas. Policy MDAE-4: Reimbursement for a project under the AE process may take the form of monetary compensation for the public share cost of the project as defined in the Advance Expenditure Agreement (AEA), or credit for the same amount against the development share of one or more subsequent projects within the same Measure I Program.

B. Rural Mountain/Desert Subareas MLH Projects

Policy MDAE-5: All Rural Mountain/Desert Subareas MLH Program projects for which jurisdictions desire reimbursement under the AE process shall execute an AEA with SANBAG. For multi-jurisdictional projects, the AEA shall be between the majority share jurisdiction and SANBAG.

Policy MDAE-6: The AEA shall establish agency roles, responsibilities and financial commitments between local jurisdiction(s) and SANBAG and is required to be executed prior to project cost reimbursement or credit under the AE process.

Policy MDAE-7: For Rural Mountain/Desert Subareas MLH Program projects, public share project costs incurred and included in the Rural Mountain/Desert Subareas MLH candidate project list in advance of an executed AEA shall not be reimbursed by SANBAG, nor shall they be credited against the development share of a future project.

Policy MDAE-8: SANBAG shall begin reimbursement for phases of a Rural Mountain/Desert Subareas MLH Program project in the first year that funding becomes available to the project based on a revenue forecast provided at the time of the AEA's execution. Provisions for modification and contingencies shall be included in the Rural Mountain/Desert Subareas AEA.

Policy MDAE-9: SANBAG shall only reimburse or provide credit to jurisdictions with approved AE projects up to the amount approved by the SANBAG Board under Policy MDAE-2, or the public share of the actual project cost, which ever is less.

Policy MDAE-10: Local jurisdictions shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the jurisdiction must submit the invoice provided by the contractor/consultant to the agency, which shall include unit costs, quantities, labor rates and other documentation, as appropriate, to substantiate expenses incurred by the contractor/consultant. If jurisdiction in-house staff time is submitted for reimbursement, documentation of hours by individual and salary rate must be provided, with tabulations from the payroll system by project task as backup. Overhead will only be allowed via an approved cost allocation plan or an equitable and auditable distributions of overhead among all departments.

C. Equitable Share Calculation

Policy MDAE-11: For the Rural Mountain/Desert Subareas MLH Program, reimbursement pursuant to AEAs shall be included in the equitable share calculations for the respective local jurisdictions, as specified in Policy 40017, maintained by SANBAG to ensure equity over the life of the Measure.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	



- 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: April 19, 2013

Subject: Advance Expenditure Agreement for Village L Project in the City of Big Bear Lake

Recommendation: That the Committee recommend the Board acting in its capacity as the San Bernardino County Transportation Authority:

Approve Advance Expenditure Agreement C13128 in the amount of \$1,200,000 with the City of Big Bear Lake for the Village L Project funded by Measure I Mountain Subarea – Major Local Highway Program funds.

Background: The Village L street improvements include removing and replacing curb, gutter, and sidewalk along Village Drive and Pine Knot Avenue as well as resurfacing both streets and installation of new drainage structures and piping to prevent flooding. Existing handicap access will be upgraded and improved.

On November 7, 2012, the San Bernardino Associated Governments (SANBAG) Board of Directors approved the allocation of \$1,200,000 State Local Partnership Program (SLPP) funds and \$1,200,000 Mountain Subarea Major Local Highway Program (MLHP) funds to this project. On March 6, 2013 Construction Phase Funding Agreement C13058 was approved for both the Major Local Highway Program and the State Local Partnership Program funds. In addition, the project was to remain as a candidate for future allocations of MLHP funds.

Approved
 Mountain/Desert Committee

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.

MDC1304b-ep

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13128.docx>

Due to the loss of redevelopment funds, the City is seeking additional Major Local Highway Program funds for the project. This Agreement will allow them to move forward with the project with the knowledge of future repayment. The total cost of the project is \$6 million with the city's contribution approximately \$2.5 million.

Financial Impact: There is no impact to the budget at this time. A budget amendment to Task No. 0516, Measure I Mountain/Desert Apportionment and Allocation is required when Measure I Mountain Subarea – Major Local Highway Program funds are available.

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 Agreement.

Responsible Staff: Ellen Pollema, Transportation Planning Analyst

ADVANCE EXPENDITURE AGREEMENT NO. C13128

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF BIG BEAR LAKE

FOR

**THE CONSTRUCTION PHASE OF THE
VILLAGE L ROAD IMPROVEMENT PROJECT
CITY OF BIG BEAR LAKE**

This Advance Expenditure Agreement (“AGREEMENT” or “AEA”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the CITY of Big Bear Lake (hereinafter referred to as “CITY”). AUTHORITY AND CITY shall be collectively known as “Party” or “Parties”.

The Effective Date of this AGREEMENT shall be the date upon which AUTHORITY executes this AGREEMENT.

RECITALS

A. The Measure I 2010-2040 (“Measure I”) Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Rural Mountain/Desert Subarea Major Local Highway Program (MDMLHP) funds;

B. The Village L Road Improvement Project in the City of Big Bear Lake (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A;

C. AUTHORITY has determined that the PROJECT is eligible to receive the Rural Mountains Subarea MLHP funds for the construction phase of the work (hereinafter referred to as “PHASE”);

D. On November 7, 2012, AUTHORITY’s Board of Directors approved allocation of \$1,200,000 in Rural Mountains Subarea MLHP funds and \$1,200,000 in State Local Partnership Funds for the PROJECT;

E. City has requested an additional allocation of \$1,200,000 Rural Mountains Subarea MLHP funds that are not immediately available;

F. CITY wishes to begin the PROJECT prior to Measure I funds being available for this PROJECT; and

G. Since revenue from Measure I 2010-2040 is limited, AUTHORITY and CITY are entering into this AGREEMENT, which will allow CITY to use its own funds to implement the PROJECT in advance of an allocation of Measure I funds, with the understanding that AUTHORITY will reimburse CITY at a later date for AUTHORITY's share of eligible PROJECT expenditures incurred after May 1, 2013, in accordance with the Advance Expenditure Agreement (AEA) reimbursement policy in the Measure I 2010-2040 Strategic Plan Rural Mountain/Desert Subareas Advance Expenditure Processes Policy No. 40022 (POLICY), as applicable;

H. This AGREEMENT is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan as adopted by AUTHORITY; and

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

SECTION I

AUTHORITY AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT, as set forth in Attachment A to this Agreement and as governed by POLICY 40022 in the Measure I 2010-2040 Strategic Plan, in effect as of this AGREEMENT's Effective Date.
2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the POLICY and after CITY submits to AUTHORITY an original and an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.
3. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. That only eligible PROJECT expenses, as set forth in Attachment A to this AGREEMENT, that conform to the SANBAG Measure I 2010-2040 Strategic Plan Policies will be eligible for Measure I reimbursement. CITY agrees that it will only request reimbursement for eligible PROJECT activities and that reimbursement will occur based on timelines governed by the policies for the Advance Expenditure Process in Policy 40022.
2. To submit to AUTHORITY an original and an electronic copy of signed invoices for reimbursement of eligible preconstruction PROJECT expenses no later than PROJECT acceptance. CITY further agrees and understands that AUTHORITY will not reimburse CITY for any PROJECT expenditures that are inconsistent with the Measure I 2010-2040 Strategic Plan. The Final Report of Expenditures must state that these PROJECT funds were used in conformance with this AGREEMENT and for those PROJECT activities described in Attachment A.
3. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due AUTHORITY within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, the SANBAG Board reserves the right to withhold future payments due CITY from any source under AUTHORITY's control.
4. To provide a share of total eligible PROJECT expenses as defined in Attachment A.
5. To provide the CITY portion of funds for the PROJECT under this AGREEMENT.
6. To maintain all copies of all consultant/contractor invoices, source documents, books and records connected with performance under this AGREEMENT for a minimum of five (5) years from the date of the Final Report of Expenditures or until audit resolution is achieved, whichever is later.
7. To establish and maintain an accounting system and internal controls conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's request for reimbursement, payment vouchers and invoices which segregate and accumulate costs of PROJECT work elements and produce

monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.

8. To allow for the preparation of a PROJECT audit to be completed by CITY or by AUTHORITY, at AUTHORITY's option and expense, and to cooperate in the audit as described in Section I Article 3 upon completion of the PROJECT. The audit must find that all funds expended on the PROJECT were used in conformance with this AGREEMENT.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT.
2. AUTHORITY's financial responsibility for the PROJECT shall not exceed the AUTHORITY share listed in Attachment A unless amended by both Parties. Reimbursement for the PROJECT shall be limited to the AUTHORITY share of the estimated cost of the PROJECT for which funds have been allocated by the AUTHORITY Board, or to the AUTHORITY share of the actual cost, whichever is less.
3. This agreement can be amended when agreed upon by both Parties.
4. CITY will use its own funds to implement the PROJECT in advance of the additional \$1,200,000 allocation of Measure I funds, with the understanding that AUTHORITY will reimburse CITY for AUTHORITY share of eligible PROJECT expenditures at a later date in accordance with the AEA reimbursement policy in POLICY 40022.
5. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT activities that are described in this AGREEMENT and shall not include escalation or interest.
6. CITY shall defend, indemnify, and hold harmless AUTHORITY, its officers and employees, from and against any and all actions, claims, injuries, damages, liabilities, demands, losses, judgments, penalties, expenses and costs including attorney's fees for staff attorneys and outside counsel (collectively "Liabilities") arising out of or in any way connected with anything done or omitted to be done by CITY, its officers, employees, agents, contractors, consultants, subcontractors and subconsultants of any level, in connection with the PROJECT or under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. CITY's obligations

under this Article apply to AUTHORITY's "passive" and "active" negligence, but do not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

7. AUTHORITY shall defend, indemnify, and hold harmless CITY, its officers and employees, from and against any and all actions, claims, injuries, damages, liabilities, demands, losses, judgments, penalties, expenses and costs including attorney's fees for staff attorneys and outside counsel (collectively "Liabilities") arising out of or in any way connected with anything done or omitted to be done by AUTHORITY, its Board of Directors, employees, agents, contractors, consultants, subcontractors and subconsultants of any level, in connection with the PROJECT or under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT. AUTHORITY's obligations under this Article apply to CITY's "passive" and "active" negligence, but do not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
8. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its programs of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
9. AUTHORITY is a public entity with Professional Liability, General Liability and Automobile Liability insurance policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
10. This AGREEMENT is expressly subordinate to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by AUTHORITY.
11. This AGREEMENT will be considered terminated upon reimbursement of eligible costs by AUTHORITY. The AGREEMENT may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT construction work described in Attachment A has not been initiated within twenty-four (24) months of the date of execution of this agreement.
12. Attachments A (Village L Project: Project Scope, Cost and Schedule) and B (Summary of Estimated Construction Phase Costs and Other Phases' Costs) are attached to and incorporated into this Agreement.
13. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT below.

**San Bernardino County
Transportation Authority**

City of Big Bear Lake

By: _____
Janice Rutherford
President, SANBAG Board of
Directors

By: _____
Jeff Mathieu
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
SANBAG General Counsel

By: _____
CITY Attorney

Date: _____

Date: _____

CONCURRENCE:

ATTEST:

By: _____
Jeffery Hill,
Contract Administrator

By: _____
City Clerk

Attachment A

THE CONSTRUCTION PHASE OF THE VILLAGE L ROAD IMPROVEMENT PROJECT

Description of Project and Milestones

Project Title		
Village L Road Improvements		
Location, Project Limits, Description, Scope of Work, Legislative Description		
In the City of Big Bear Lake along Village Drive from Highway 18 to Stoker and along Pine Knot from Cameron Drive to Highway 18, resurface streets, upgrade and improve ADA access, remove and replace curb, gutter, and sidewalk, and install new drainage structures and piping to prevent flooding.		
Component	Implementing Agency	Reimbursements
PA&ED	City of Big Bear Lake	
PS&E	City of Big Bear Lake	
Right of Way	City of Big Bear Lake	
Construction	City of Big Bear Lake	
Legislative Districts		
Assembly:	65	Senate: 31
Congressional:	41	
Purpose and Need		
The Village L, which is the commercial heart of Big Bear Valley, has deteriorated streets, crosswalks, and storm water drainage. The streets contain potholes. The sidewalks and crosswalks have tripping hazards. Properties along the right-of-way are flooded. Handicap accessibility points are not adequate. The Village L street improvements include removing and replacing curb, gutter, and sidewalk along Village Drive and Pine Knot Avenue as well as resurfacing both streets and installation of new drainage structures and piping to prevent flooding. Existing handicap access will be upgraded and improved.		
Project Benefits		
The project would reconstruct Pine Knot Ave and Village Drive fixing potholes, areas of sub-grade failure, and flooding issues. The project benefits include improved safety for vehicles traveling along the street and pedestrians on the sidewalk and crosswalks. Street drainage improvements will improve traffic safety and pedestrian safety, as well as prevent flooding of properties along the right-of-way. Reconstruction of these streets, sidewalks, and crosswalks will also benefit handicapped individuals with improved ADA access.		
Project Milestones		Proposed
Project Study Report Approved		05/09/11
Begin Environmental (PA&ED) Phase		01/01/84
Circulate Draft Environmental Document	Document Type	ND 01/01/86
Draft Project Report		n/a
End Environmental Phase (PA&ED Milestone)		06/27/11
Begin Design (PS&E) Phase		06/28/11
End Design Phase (Ready to List for Advertisement Milestone)		05/01/12
Begin Right of Way Phase		01/01/90
End Right of Way Phase (Right of Way Certification Milestone)		05/01/93
Begin Construction Phase (Contract Award Milestone)		07/31/13
End Construction Phase (Construction Contract Acceptance Milestone)		01/31/14
Begin Closeout Phase		02/01/14
End Closeout Phase (Closeout Report)		04/01/14

ATTACHMENT B

THE CONSTRUCTION PHASE OF THE VILLAGE L ROAD IMPROVEMENT PROJECT

Summary of Estimated Construction Phase Costs and Other Phases' Costs

**Project Phases
Funding Table**

Component	Total Cost	AUTHORITY Share* – SLPP Funds	AUTHORITY Share* -- MLHP Funds	AUTHORITY Share* - AE for future MLHP Funds	CITY Local & Other Funds
Other Phases	\$1,110,000	\$0	\$0	\$0	\$1,110,000
Construction Phase	\$5,000,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,400,000
Total	\$6,110,000	\$1,200,000	\$1,200,000	\$1,200,000	\$2,510,000

* At AUTHORITY's sole discretion and depending upon availability of alternative funding sources, AUTHORITY's Share may be provided from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, (STIP), Surface Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this Agreement.



- 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: April 19, 2013

Subject: Interstate 15 Widening, Phase 2

Recommendation:* That the Committee recommend the Board approve an allocation of \$3.637 million in Surface Transportation Program funds for construction of Phase 2 of the Interstate 15 Widening project, increasing the total construction allocation from \$23,564,000 to \$27,201,000.

Background: Beginning in 1998, San Bernardino Associated Governments (SANBAG) has partnered with California Department of Transportation (Caltrans) to fund the 28.7 mile widening of the Interstate 15 (I-15) from the Mojave Drive in Victorville to the junction of SR-58 Interchange in Barstow. The project was split into two phases by Caltrans because of the environmental complexity associated with widening the Mojave River Bridge. Phase 1 of the widening project, which was completed in July 2005, added one additional mixed flow lane in each direction between Mojave Drive and SR-58 and realigned the Mojave Northern Rail underpass. However, the third lane that was added between Mojave Drive and the existing Stoddard Wells Road Interchange was not built according to Federal Highway Administration (FHWA) design standards and resulted in substandard median and outside shoulders. Phase 2 of the I-15 widening project is currently scoped to include reconstruction and access modifications at the "D" Street, "E" Street, and Stoddard Wells Interchanges and to widen the Mojave River Bridge so that the I-15 median and outside shoulders could be brought up to FHWA design standards.

Approved
 Mountain/Desert Committee

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	CTC	X	CTA	SAFE	CMA
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Check all that apply.

MDC1304a-az

In July 2011, Caltrans agreed to down-scope Phase 2 of the project to delay relocation of the existing Stoddard Wells Road interchange. This change in scope allowed Caltrans to meet the commitment to FHWA to correct the design exceptions while freeing \$12.8 million of Regional Improvement Program (RIP) funds for the Devore Interchange project and \$25.6 million of Interregional Improvement Program (IIP) funds for the State Route 58 widening projects. This strategy was unanimously approved by the Mountain/Desert Policy and Major Projects Committees in August 2011 and incorporated into the 10-Year Delivery Plan. The relocation of the Stoddard Wells Road interchange, referred to as Phase 2B, will be initiated by Caltrans in the future.

Caltrans has completed an updated construction cost estimate for the project based on detailed information obtained through development of the Geometric Approval Drawings (GADs), Bridge Site Submittal, and General Plans and have found that the estimate has increased by \$8 million from the 2011 estimate to a total construction capital cost estimate of \$73 million. The cost increase is a result of quantities and unit costs updates, cost increases for storm water control and drainage systems, and construction requirements not anticipated in the 2011 estimate, such as:

- Additional improvements to the Mojave River bridge, including temporary trestle, cofferdams, and a revised span configuration with an additional pier to minimize impact to the Waters of the USA;
- Widening of the Stoddard Wells Road bridge to accommodate standard shoulders and sidewalks;
- Modification of the existing ramps at Stoddard Wells Road interchange; and
- Construction of a retaining wall near the existing Stoddard Wells Road overcrossing to avoid right of way impacts to an existing gas station and to the Waters of the USA.

In addition, there were \$1.76 million in federal earmarks and State of Nevada contributions that were estimated to be available for Phase 2 that were instead used for Phase 1, leaving a total increased funding need of \$9.76 million.

Throughout both I-15 projects, Phase 1 and Phase 2, SANBAG has been a funding partner with Caltrans. SANBAG's current commitment to Phase 2 represents 37.26% of the construction capital costs; therefore Caltrans has requested that SANBAG program an additional \$3.637 million RIP funds for this project to cover the SANBAG share of the cost increase. It is at SANBAG's discretion to determine the appropriate fund source to meet the request, and staff recommends allocation of \$3.637 million of Surface Transportation Program

(STP) funds instead for the increase. Programming STP funds on the project could allow SANBAG to capture any construction award savings that occur; RIP savings are only returned to SANBAG if the construction award amount is more than 20% below the engineer's estimate. In addition it provides more options for funding any increases that may occur during construction, which are becoming more likely in the current bidding environment.

Financial Impact: This item has no impact on the adopted Fiscal Year 2012/2013 budget. Caltrans is the lead agency for this project, so these funds will not flow through the SANBAG budget.

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

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
SRTTP	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