Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410
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TRANSPORTATION MEASURE I

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

AGENDA
Board of Directors Meeting
November 6, 2013

*****Start Time: 10:00 a.m. (CLOSED SESSION)*****
1170 W. 3rd Street, 2nd Floor (The Super Chief)

****Convene Regular Meeting at 10:30 a.m.****
1st Floor Lobby

LOCATION
San Bernardino Associated Governments
Santa Fe Depot - SANBAG Lobby 1st Floor
1170 W. 3rd Street, San Bernardino, CA

Board of Directors

President
Bill Jahn, Council Member
City of Big Bear Lake

Vice-President
L. Dennis Michael, Mayor
City of Rancho Cucamonga

Cari Thomas, Mayor
City of Adelanto

Curt Emick, Mayor
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Dennis Yates, Mayor
City of Chino

Ed Graham, Vice Mayor
City of Chino Hills

Frank Navarro, Council Member
City of Colton

Michael Tahan, Council Member
City of Fontana

Walt Stanckiewitz, Mayor
City of Grand Terrace

Mike Leonard, Council Member
City of Hesperia

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Edward Paget, Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

Pete Aguilar, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

Patrick Morris, Mayor
City of San Bernardino

Jim Harris, Council Member
City of Twentynine Palms

Ray Musser, Mayor
City of Upland

Ryan McEachron, Mayor Pro Tem
City of Victorville

Dick Riddell, Council Member
City of Yucaipa

George Huntington, Council Member
Town of Yucca Valley

Robert A. Lovingood, Supervisor
County of San Bernardino

Janice Rutherford, Supervisor
County of San Bernardino

James Ramos, Supervisor
County of San Bernardino

Gary Ovitt, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Basem Muallem, Caltrans
Ex-Officio Member

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
County Congestion Management Agency
Service Authority for Freeway Emergencies

AGENDA

Board of Directors
November 6, 2013

*****10:00 a.m. (CLOSED SESSION)*****
1170 W. 3rd Street, 2nd Floor (The super Chief)
San Bernardino, CA

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**
   Initiation of litigation pursuant to subdivision (c) of Section 54956.9: (One case)

*** Convene Regular Meeting at 10:30 a.m. ***
1170 W. 3rd Street, 1st Floor Lobby, San Bernardino

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

Call to Order 10:30 a.m. by Council Member Bill Jahn

I. Pledge of Allegiance
II. Attendance
III. Announcements:
   - Calendar of Events (Pg. 17)
IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. **Possible Conflict of Interest Issues for the Board Meeting of November 6, 2013** Pg. 18

   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.

Notes/Actions:

Consent Calendar

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up under **Agenda Item 28.**

Administrative Matters

2. Board of Directors Attendance Roster Pg. 19

3. September 2013 Procurement Report Pg. 23

Receive September 2013 Procurement Report. **William Stawarski**

This item was received by the General Policy Committee on October 9, 2013.

4. Change Carrier Coverage for Basic Life, Long-Term Disability and Short Term Disability. Discontinue Coverage through the County of San Bernardino and place the coverage with Lincoln Financial through Keenan & Associates Pg. 28

1. Authorize the Executive Director, or designee to terminate Contract No. 05051 with the County of San Bernardino Human Resources Department for the administration of Basic Life Insurance, Short-term Disability, and Long-term Disability.

2. Authorize the Executive Director, or designee to execute a Broker of Record Designation Contract No. C14068 and Business Associate Agreement Contract No. C14049 with Keenan & Associates to provide Basic Life Insurance, Short-term Disability and Long-term Disability coverage through Lincoln Financial Group for the employees of San Bernardino Associated Governments. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 9, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item.

5. SANBAG Participation with the Inland Empire Economic Partnership (IEEP) Pg. 55

Approve SANBAG's continued participation as a member of IEEP at the existing Board of Directors level ($15,000/year). **Duane Baker**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 9, 2013.

6. Fiscal Year 2013/2014 Work Goals and Objectives Pg. 57

Receive update on the Fiscal Year 2013/2014 Work Goals and Objectives. **Ray Wolfe**

This item was reviewed by the General Policy Committee on October 9, 2013.

Notes/Actions:

Consent Calendar Continued....

Regional/Subregional Planning

7. Memorandum of Understanding (MOU) Authorizing Collaboration between San Bernardino Associated Governments (SANBAG) and the Southern California Association of Governments (SCAG) to Implement the 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) Pg. 77

Approve Contract No. C14077 Memorandum of Understanding authorizing collaboration between SANBAG and SCAG to implement the 2012-2035 RTP/SCS. **Tim Byrne**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 9, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract

8. San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report (EIR) Pg. 87

Receive a report on SANBAG's response to the Building Industry Association's request for delay in the release of the draft EIR for the San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan. **Ray Wolfe**

The information in this agenda item was reviewed by the Metro Valley Study Session on October 10, 2013 and the Mountain/Desert Committee on October 18, 2013.

9. SANBAG Non-Motorized Transportation Plan (NMTP) Bicycle Facility Gap Closure Recommendations Pg. 94

Approve amendments to the Non-Motorized Transportation Plan as listed in Attachment A to this agenda item. **Josh Lee**

This item was reviewed by the Transportation Technical Advisory Committee (TTAC) on September 9, 2013, and the member jurisdictions. This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 9, 2013.

10. 2013 Update to the Development Mitigation Nexus Study Pg. 144

Approve the 2013 Update to the Development Mitigation Nexus Study Project Lists and Cost Estimates. **Tim Byrne**

This item was reviewed and recommended for approval (8-0-1; Abstained: Lovingood) by the General Policy Committee on October 9, 2013. The material in this item was presented to the Transportation Technical Advisory Committee on September 9, 2013 and September 30, 2013.

Notes/Actions:

Consent Calendar Continued....

Regional/Subregional Planning (Cont.)

11. Consultant Selection for Morongo Basin Area Transportation Study Pg. 151

Receive and file information on the consultant selection for the Morongo Basin Area Transportation Study. **Tim Byrne**

This item was reviewed by the Mountain Desert Policy Committee on October 18, 2013.

12. High Desert Corridor Pg. 155

Receive an update on the status of project development for the High Desert Corridor. **Tim Byrne**

This item was reviewed by the Mountain Desert Committee on October 18, 2013.

Project Delivery

13. North Vineyard and South Milliken Grade Separation Projects Pg. 160

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

1. Approve Project Funding Agreement No. C14059 in the amount of $585,000 with the City of Ontario for the South Milliken Grade Separation Project Plans, Specifications and Estimate Phase utilizing a Measure I Valley Major Street Bond Fund contribution of $468,000 with the remainder funded by the City of Ontario, and a contract duration through June 30, 2015.

2. Approve Amendment No. 1 to Project Funding Agreement No. C11167 with the City of Ontario for Right-of-Way services for the South Milliken Grade Separation Project to increase the contract by $1,000,000 for a revised contract total of $6,221,000, which includes an increased Measure I Valley Major Street Bond Fund contribution of $800,000 for a total contribution of $4,976,800 with the remainder funded by the City of Ontario, and extend the contract duration through June 30, 2016.

3. Approve Amendment No. 1 to Project Funding Agreement No. C10094 with the City of Ontario for the North Vineyard Grade Separation Project Plans, Specifications and Estimate services to increase the contract by $650,000, for a revised total of $3,695,000, which includes an increased Measure I Valley Major Street Bond Fund contribution of $520,000 for a total contribution of $2,956,000, with the remainder funded by the City of Ontario.

4. Approve Amendment No. 1 to Project Funding Agreement No. C11168 with the City of Ontario for Right-of-Way services for the North Vineyard Grade Separation Project to increase the contract by $240,000, for a revised contract total of $840,000, which includes an increased Measure I Valley Major Street Bond Fund contribution of $192,000, for a total contribution of $672,000, with the remainder funded by the City of Ontario, and extend the contract duration to June 30, 2016. **Garry Cohoe**

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 10, 2013. SANBAG General Counsel has reviewed this item and the contracts as to form.

Notes/Actions:

Consent Calendar Continued....

Project Delivery (Cont.)

14. Interstate 10 (I-10)/Tippecanoe Phase 2 Interchange Right-of-Way Pg. 194

That the Board acting in its capacity as the San Bernardino County Transportation Authority approve Amendment No. 4 to Cooperative Agreement No. C10123 with Caltrans for the I-10/Tippecanoe Avenue Interchange right-of-way, increasing the right-of-way support costs by $500,000 with Surface Transportation Improvement Program/Interregional Improvement Program (STIP/IIP) funds, and correcting minor discrepancies between the funding amounts shown in the agreement and in the Federal Transportation Improvement Program, for a net increase of $240,005, for a total right-of-way and right-of-way support cost of $35,140,005. **Garry Cohoe**

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 10, 2013. General Counsel has reviewed this item and approved the amendment as to form.

Transit/Rail

15. Omnitrans Comprehensive Operational Analysis Pg. 203

Receive and file the final Revenue and Cost Projections for Omnitrans Comprehensive Operational Analysis. **Mitch Alderman**

This item was received by the Commuter Rail and Transit Committee on October 17, 2013.

16. Metrolink San Bernardino Line Infrastructure Improve Strategic Analysis Pg. 207

Approve a Cooperative Agreement No. C14022 with the Los Angeles County Metropolitan Transportation Authority to initiate a planning study to identify and prioritize capital improvements needed to enhance commuter rail service on the Metrolink San Bernardino Line located on the San Gabriel Subdivision. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

Notes/Actions:

Consent Calendar Continued....

Transit/Rail (Cont.)

17. Amendment of Financial Commitment to the Southern California Regional Rail Authority for Fiscal Year 2013/2014 Pg. 264

1. Approve an increase to the Fiscal Year 2013/2014 Southern California Regional Rail Authority operating assistance allocation in the amount of $19,000 from $11,442,000 to $11,461,000 using Valley Local Transportation Funds.

2. Approve deferring disbursement of Fiscal Year 2013/2014 Valley Local Transportation Funds to the Southern California Regional Rail Authority in an amount equal to the State Transit Assistance Funds being withheld by the State as a result of Southern California Regional Rail Authority not submitting their Fiscal Year 2011/2012 State Controller's Report in a timely manner. **Mitch Alderman**

This item was unanimously approved by the Commuter Rail and Transit Committee on October 17, 2013.

18. Amendment No. 1 to Bikeway License Agreement No. C09121 to cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with the City of Redlands Pg. 266

Approve Amendment No. 1 to Agreement No. C09121 with the City of Redlands granting an amendment to the Bikeway License Agreement on the Redlands Subdivision railroad right-of-way, City of Redlands between mile post 10.1 and 11.7. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Bikeway License Agreement.

Transportation Fund Administration

19. Measure I Local Pass-Through Compliance Audits for Fiscal Year 2011/2012 Pg. 295

Receive a Status Report on the Measure I Summary Audit Reports of Local Pass-Through Funds for the year ending June 30, 2012. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 9, 2013.

Consent Calendar Continued....

Transportation Fund Administration (Cont.)

20. Eastern California Transportation Planning Partnership Revisions to Memorandum of Understanding Pg. 298

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

Approve Contract C14066, an Amendment to the Eastern California Transportation Planning Partnership Memorandum of Understanding, to include support for future State Interregional Improvement Program funding for the State Route 58 Corridor from Interstate 5 to Interstate 40. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Mountain Desert Policy Committee on October 18, 2013. SANBAG General Counsel has reviewed and approved this item and the Memorandum of Understanding.

21. Highway 62 and Rotary Way Traffic Signal Project Pg. 313

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

1. Approve allocation of $102,340.33 in Measure I Morongo Basin Subarea - Major Local Highway Program funds to the County of San Bernardino for the Rotary Way Traffic Signal Project.

2. Approve a budget amendment to increase Task No. 0516, Measure I Mt/Desert Apportionment and Allocation, from $11,048,259 to $11,150,560 to be funded with $102,341 of Measure I Morongo Basin Subarea - Major Local Highway Program funds.

3. Approve Funding Agreement C14023 in the amount of $102,340.33 with the County of San Bernardino for the Rotary Way Traffic Signal Project, with $102,340.33 funded by Measure I Morongo Basin Subarea - Major Local Highway Program funds. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Mountain Desert Policy Committee on October 18, 2013. SANBAG General Counsel has reviewed and approved this item and the Contract.

Consent Calendar Continued....

Transportation Fund Administration (Cont.)

22. 2014 State Transportation Improvement Program Pg. 324

That the Board, acting as the San Bernardino Transportation Commission, approve the following actions related to the 2014 State Transportation Improvement Program, as shown in Table 2:

1. Propose programming of $1.27 million per year in Fiscal Years 2016/2017 to 2018/2019 for Planning, Programming, and Monitoring activities.

2. Propose an amendment to the current programming for the Interstate 10 HOV Lane project to reduce Regional Improvement Program construction funds from $40 million to $19.983 million and to reprogram from Fiscal Year 2015/2016 to Fiscal Year 2017/2018.

3. Nominate the following new projects for Regional Improvement Program funds to be submitted to the California Transportation Commission for inclusion in the 2014 State Transportation Improvement Program:

a. US 395 Widening through Adelanto Program $5.55 million for right of way in Fiscal Year 2014/2015.

b. Interstate 215 Mount Vernon Avenue/Washington Street Interchange Improvement – Program $20 million for Construction in Fiscal Year 2018/2019.

c. State Route 210 Widening from Highland Avenue to Interstate 10 – Program $43.523 million for Construction in Fiscal Year 2017/2018.

4. Propose an amendment to the current programming for Interstate 215 Barton Road Interchange Reconstruction to shift construction funds from Fiscal Year 2015/2016 to Fiscal Year 2016/2017 in accordance with the current construction schedule. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 9, 2013.

23. Request for Cooperative Work Agreement from California Department of Finance Pg. 330

1. Approve request for a Cooperative Work Agreement from the California Department of Finance to extend the budget authority lapse date for two years on the following project funds:

- I-215 Segment 1 & 2 Construction phase: $21,188,834 in various Federal fund sources.
- Rideshare activities within the South Coast Air Basin in San Bernardino County: $222,838 in Congestion Mitigation and Air Quality funds.

2. Authorize Executive Director to execute final Cooperative Work Agreement and submit to the Department of Finance for approval. **Andrea Zureick**

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 10, 2013.

Consent Calendar Continued....

Transportation Fund Administration (Cont.)

24. State Route 60 Central Avenue Interchange Memorandum of Understanding Pg. 332

That the Board of Directors, acting in its capacity as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

1. Approve Memorandum of Understanding No. C14017 with the City of Chino for the development of the State Route 60 Central Avenue Interchange project.

2. Waive the five-year contract term limitation set forth in Policy 11000. **Andrea Zureick**

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 10, 2013. This item and the MOU have been reviewed by Contract Administrator and General Counsel.

25. Memoranda of Understanding for the Section 5339 Bus and Bus Facilities Formula Grants Program Pg. 341

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

1. Approve the Memorandum of Understanding C14015 among Southern California Association of Governments, Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission and San Bernardino Associated Governments for the Section 5339 Bus and Bus Facilities Formula Grants Program.

2. Approve the Memorandum of Understanding C14041 between San Bernardino Associated Governments and Omnitrans for the Section 5339 Bus and Bus Facilities Formula Grants Program.

3. Authorize the Executive Director and/or his designee to execute the Memoranda of Understanding No. C14015 and No. C14041. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

Consent Calendar Continued....

Transportation Fund Administration (Cont.)

26. Amendments to the Expenditure Plans for the Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account Pg. 394

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

1. Approve the amendment to the Expenditure Plan for Omnitrans for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment A.

2. Approve the amendment to the Expenditure Plan for Barstow Area Transit for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment B.

3. Approve the amendment to the Expenditure Plan for Needles Area Transit for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment B.

4. Approve the amendment to the Expenditure Plan for San Bernardino Associated Governments for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment C.

5. Approve the amendment to the Expenditure Plan for Victor Valley Transit Authority for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment D.

6. Repeal Resolution No. 13-082 designating an authorized agent and authorizing the execution of the certifications and assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account Bond Program.

7. Adopt Resolution No. 14-005 designating an authorized agent and authorizing the execution of the certifications and assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account Bond Program. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 17, 2013.

Notes/Actions:

Consent Calendar Continued....

Transportation Fund Administration (Cont.)

27. Memoranda of Understanding for the Section 5337 State of Good Repair Grants Program Pg. 403

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

1. Approve the Memorandum of Understanding C14016 among the Southern California Association of Governments, Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission and San Bernardino Associated Governments for the Section 5337 State of Good Repair Grants Program.

2. Approve the Memorandum of Understanding C14040 among San Bernardino Associated Governments and Southern California Regional Rail Authority for the Section 5337 State of Good Repair Grants Program.

3. Authorize the Executive Director and/or his designee to execute the Memoranda of Understanding No. C14016 and No. C14040. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

Consent Calendar Items Pulled for Discussion

28. Items pulled from the consent calendar shall be taken under this item in the order they were presented on the calendar.

DISCUSSION ITEMS

Council of Governments

29. 2014 SANBAG General Assembly Visioning Awards Pg. 451

Distribution of Visioning Awards information packets for the 2014 SANBAG General Assembly in June. **Bill Jahn**

This item has not received prior policy committee or technical advisory committee review.

30. Federal Legislative Update Pg. 458

Receive presentation by SANBAG's Federal Advocate, Steve Palmer. **Wendy Strack**

This item has not received prior policy committee or technical advisory committee review

Notes/Actions:

Discussion Items Continued....

Council of Governments (Cont.)

31. Proposed Final State and Federal Legislative Platforms Pg. 460

Adopt Final State and Federal Legislative Platforms. **Wendy Strack**

This item was reviewed by the General Policy Committee on October 9, 2013.

Administrative

32. Overview of San Bernardino Associated Governments "Doing Business With SANBAG" Vendor Event Pg. 473

Receive and File. **Kathleen Murphy-Perez**

This item has not been reviewed by any other Committee. SANBAG General Counsel and Contract Administrator have approved this item as to form.

33. Announcement of Appointments and Vacancies to External Boards Pg. 475

1) Note the appointment of Council Member Frank Navarro, City of Colton, as a member of the Southern California Association of Governments (SCAG) Transportation Committee.

2) Note the following vacancies and request Board Members to express their interest in serving for the following:

- Metro Gold Line Foothill Extension Construction Authority – Alternate Member
- Metro Gold Line Phase II JPA – Alternate Member
- SCAG Energy and Environment Committee. **Duane Baker**

This item has not received prior policy committee or technical advisory committee review.

Council of Governments

34. Discussion of South Coast Air Quality Management District High-Cube Warehouse Truck Study Pg. 477

Receive and file the information and provide direction to staff as appropriate. **Duane Baker**

This item has not received prior policy committee or technical advisory committee review.

Notes/Actions:

Discussion Items Continued....

Transit and Rail

35. City of Redlands Cooperative Agreement No. C14058 – Alabama Street at Redlands Boulevard and Colton Avenue at Redlands Boulevard intersection improvements Pg. 480

That the Board acting in its capacity as the San Bernardino County Transportation Commission, approve Cooperative Agreement No. C14058 with the City of Redlands for the preparation of Project Approval and Environmental Documents; Plans, Specifications, and Estimate; and completion of construction improvements of the Alabama Street at Redlands Boulevard and Colton Avenue at Redlands Boulevard intersections and associated highway-rail grade crossings. **Mitch Alderman**

This item has not been reviewed by any policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator are currently reviewing this item and a draft of the Contract.

Project Delivery

36. I-10 and I-15 Corridor Improvement Projects – Update Pg. 495

1. Receive the I-10 and I-15 Corridor Improvement Projects Equity Study final report.

2. Receive other information on the I-10 and I-15 Corridor Improvement Projects. **Garry Cohoe**

This item has not received prior policy committee or technical advisory committee review.

Comments from Board Members

Brief Comments from Board of Directors

Executive Director's Comments

Brief Comments from the Executive Director

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Notes/Actions:

Additional Information

Agency Reports/Committee Memberships

South Coast Air Quality Management Report — Pg. 498
Mayor Dennis Yates

Mobile Source Air Pollution Reduction Review Committee — Pg. 499
Mayor Larry McCallon

SCAG Committees — Pg. 502

SCAG Regional Council

SCAG Policy Committees

Community, Economic and Human Development

Energy and Environment

Transportation and Communications

SANBAG Policy Committees — Pg. 503

Acronym List — Pg. 509

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.

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

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

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

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

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

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

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

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

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

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

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

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on "Request to Speak" forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Important Dates to Remember...

November 2013

SANBAG Meetings – Cancelled: None

SANBAG Meetings – Scheduled:			
General Policy Committee	Nov. 13	9:00 am	The Super Chief
Metro Valley Board Study Session	Nov. 14	9:00 am	First Floor Lobby
Commuter Rail/ Transit Committee	Nov. 14	10:00 am	The Super Chief
Mountain/Desert Committee	Nov. 15	9:30 am	Town of Apple Valley

Other Meetings/Events:			
Inland Action Express Lanes Workshop	Nov. 6	11:45 am, check-in 12:15 pm, lunch 12:30-2:30 pm, program	California State University San Bernardino, Santos Manuel Student Union Event Center
Laurel Street Grade Separation Groundbreaking Event	Nov. 12	1:00 pm	City of Colton, near Laurel Street and the BNSF railroad crossing
Press conference launching the new HERO (Home Energy Renovation Opportunity) Program	Nov. 13	10:00 am following the General Policy Committee Meeting	SANBAG, south entrance in front of the depot

SANBAG Offices will be CLOSED:

- **Monday, November 11, for Veterans' Day**
- **Thursday-Friday, November 28-29, for the Thanksgiving Holiday**

For additional information, please call SANBAG at (909) 884-8276.

CalenNov2013- jd

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TRANSPORTATION MEASURE I

■ 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: November 6, 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 SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than $250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Closed Session #1 – Conference with Legal Counsel – Anticipated Litigation

	Los Angeles Engineering, Inc.

Item No.	Contract No.	Principals & Agents	Subcontractors
4	C14068	Keenan & Associates *Laurie LoFranco*	The Lincoln National Life Insurance Company
4	C14049	Keenan & Associates *Laurie LoFranco*	The Lincoln National Life Insurance Company

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

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply
BRD1311z-aa

BOARD OF DIRECTORS ATTENDANCE RECORD – 2013

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X		X	X	X	X		X	X		
James Ramos Board of Supervisors	X	X			X		X		X	X		
Janice Rutherford Board of Supervisors	X	X		X	X	X	X		X	X		
Josie Gonzales Board of Supervisors		X		X	X	X	X		X	X		
Robert A. Lovingood Board of Supervisors	X	X		X	X	X	X		X			
Cari Thomas City of Adelanto		X	X	X	X	X	X		X	X		
Curt Emick Town of Apple Valley	X	X	X	*	X	X	X		X	X		
Julie McIntyre City of Barstow		X	X		X	X			X	X		
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	X		X	X		
Dennis Yates City of Chino	X	X	X	X	X	X	X		X	X		
Ed Graham City of Chino Hills	X	X	X	X	X	X	X		X	X		
Frank Navarro City of Colton	X	X	X	X	X	X	X		X	X		
Michael Tahan City of Fontana	X	X	X	X	X	X	X		*	X		
Walt Stanckiewitz City of Grand Terrace	X	X	X	X	X	X	X		X	X		
Mike Leonard City of Hesperia	X	X		X		X	X			X		
Larry McCallon City of Highland	X	X	X	X	X	X	X		X			

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

brdatt12

BOARD OF DIRECTORS ATTENDANCE RECORD – 2013

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X	X	X		X	X		
Paul Eaton City of Montclair	X		X		X	X	X		X			
Edward Paget City of Needles	X	X	X	X	X	X	X		X	X		
Alan Wapner City of Ontario	X	X	X	*	X	X	X		X	X		
L. Dennis Michael City of Rancho Cucamonga		X	X	*	X	X	*		X	X		
Pete Aguilar City of Redlands	X	X	X	X	X	X	X		X	X		
Deborah Robertson City of Rialto	X	X	X	X	X	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		
Ray Musser City of Upland	X	X		X	*	X	X		X	X		
Ryan McEachron City of Victorville	X	X	X		X	X	X		X	X		
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X		X	X		
George Huntington Town of Yucca Valley	X	X	*	X	X	X	X		X	X		
Basem Muallem Ex-Official Member	Robert So	Syed Raza	X	Syed Raza	Syed Raza	X	Jesus Galvan		Christy Connors	X		

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

brdatt12

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X	X	X	X	X	X	X	X	X	X	
Brad Mitzelfelt Board of Supervisors	X	X		X	X		X	X			X	
James Ramos Board of Supervisors												X
Janice Rutherford Board of Supervisors	X	X	X	X	X	X	X	X	X	X	X	X
Josie Gonzales Board of Supervisors	X	X		X	X	X	X	X		X		X
Neil Derry Board of Supervisors	Self-Suspension as of 5/3/2011	X	X	X	X		X					
Robert A. Lovingood Board of Supervisors												X
Cari Thomas City of Adelanto	X	X	X	X	X	X	X	X	X	X	X	X
Rick Roelle Town of Apple Valley	*	X	X / *	X	X		X	X	X	X	*	*
Julie McIntyre City of Barstow	X	X	X		X		X	X	X	X	X	X
Bill Jahn City of Big Bear Lake	X	X	X	X	X			X		X		X
Dennis Yates City of Chino	X	X	X	X	X	X	X	X	X	X		X
Ed Graham City of Chino Hills	X	X	X	X	X	X	X	X	X	X	X	X
Sarah Zamora City of Colton	X	*	X	X	X	X	X	X	X	X	*	X
Michael Tahan City of Fontana	X	X		X	X	X		X	X	X	X	X
Walt Stanckiewitz City of Grand Terrace	X	X	X	X	X	X			X	X	X	X
Mike Leonard City of Hesperia	X	X	X	X	X	X	X	X		X	X	X

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

brdatt12

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Larry McCallon City of Highland	X	X	X	X	X	X		X		X	X	*
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X	X	X	X	X	X	X	X
Paul Eaton City of Montclair	X	X	X		X	X	X		X	X	X	X
Edward Paget City of Needles	X	X	X	X	X	X	X	X	X			X
Alan Wapner City of Ontario	X	X	X / *	X	X	X	X	X		X	X	X
L. Dennis Michael City of Rancho Cucamonga	X	X	X	*	X	X		X	X	*	X	X
Pete Aguilar City of Redlands	X	X	X	X	X	X	X	X	X	X	X	X
Ed Scott City of Rialto	X	X	X	X	X	X	X	X	X			
Patrick Morris City of San Bernardino	X	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	X
Ray Musser City of Upland	X	X	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
Dick Riddell City of Yucaipa	X	X	x	X	X	X	X	X	X	X	X	X
George Huntington Town of Yucca Valley	X	X	X	X	X	X	X	X	X	X	X	X
Ray Wolfe Ex-Official Member	X	X	X	X								
Syed Raza Ex-Official Member					X							
Basem Muallem Ex-Official Member						X	X	X	Syed Raza	X	X	Robert So

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

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TRANSPORTATION MEASURE I

■ 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: November 6, 2013

Subject: September 2013 Procurement Report

Recommendation:* Receive September 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 May 1, 2013. On February 6, 2013, the Board of Directors authorized the Executive Director, or designee, to approve: a) contracts and purchase orders up to $100,000; b) amendments with a zero dollar value; c) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; and d) amendments that cumulatively do not exceed 50% of the original contract value or $100,000, whichever is less and to release Request for Proposal (RFP), Request for Quote (RFQ) and Invitation for Bid (IFB) for proposed contracts from which funding has been approved in San Bernardino Associated Governments (SANBAG's) Annual Budget, and which are estimated not-to-exceed $1,000,000. SANBAG staff has compiled this report that summarizes all contract actions approved by the Executive Director, or designee.

On July 11, 2012, the Board of Directors authorized SANBAG's General Counsel to award and execute legal services contracts up to $50,000 with outside counsel as needed on behalf of SANBAG and its authorities organized under the umbrella

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1311a-wws
Attachments:
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311a1-wws.docx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311a2-wws.docx

of the Council of Governments. Also, periodically notify the Board after exercising such authority.

A list of all Contracts and Purchase Orders that were executed by the Executive Director and/or General Counsel during the month of August is presented herein as Attachment A, and all RFPs and IFBs are presented in Attachment B.

Financial Impact: This item imposes no impact on the Fiscal Year 2013/2014 budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was received by the General Policy Committee on October 9, 2013.

Responsible Staff: William Stawarski, Chief Financial Officer

Attachment A

September Contract Actions

Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
C13139	State Street Storm Drain Fencing	Crown Fence Company	$11,719.00	Install permanent fence on State Street for safety
R14018	Program Supplement	Caltrans	$1,225,000.00*	I-10 Cherry IC IMD funding
R14057	Program Supplement	Caltrans	$2,200,000.00*	Program Supplement Agreement for SR210 Segment II Landscaping

*The Executive Director was authorized to execute Program Supplements associated with the Master Agreement between Caltrans and SANBAG on March 7, 2007. There are no dollar limits associated to the Executive Director's authorization for these Program Supplements.

Attachment A

September Contract Amendment Actions

Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment	Vendor Name	Amended Contract Total	Dollar Amount of Amendment
C09129 Amendment 1	Amendment provides an updated funding table for the contract.	Caltrans	$0.00	$0.00
C12182 Amendment 1	Amendment reduces the TCIF amount.	Caltrans	$41,228,450.00	($50,076,550.00)
C12194 Amendment 1	Amendment increase due to difficulties when acquiring accounting data necessary to complete audits from the transit operators.	Vavrinek, Trine, Day and Co.	$686,750.00	$35,000.00

BRD1311a1-wws

Attachment A
August 27-September 19, 2013 Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	Dollar Amount
4001060	08/27/13	G/M Business Interiors	Establish work areas for new staff; including three Herman Miller ethospace desk systems, three chairs, and two reconfigurations of existing furnishings. This PO piggybacks from a contract with San Bernardino County.	$15,483.93
4001065	09/11/13	Simon Wong Engineering	In order to avoid delay of the construction Interstate 10 (I-10) Tippecanoe Avenue Phase II Interchange project, a purchase order is needed for Simon Wong for the cost of preconstruction services and constructability review. The award of Contract No. C13132 to Simon Wong Engineering is anticipated at the October 2, 2013 Board of Director's meeting.	$50,000.00
4001067	9/13/13	Douglas Engineering	Douglas Engineering is a specialty firm in railroad and utilities and has assisted SANBAG to obtain $5 million section 190 fund grants. Douglas Engineering will be able to take existing nomination packages and update them for the next 2 year cycle. The nomination packages are due October 25, 2013.	$8,400.00
4001069	9/19/13	National Data and Surveying Services (NDS)	NDS will screen average traffic counts at 176 locations to update SANBAG's transportation model (SBTAM).	$9,589.00
***Note:** Sole Source justification is noted in the Purpose statement, if applicable.*			**Total**	**$83,472.93**

BRD1311a1-wws

Attachment B
September RFPs and IFBs

Release of RFP's and IFB's

Release Date	RFP/IFB No.	Description of Services	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
09/10/13	RFP 14009	FSP Beats 1, 2, & 5	$601,836.00	01/8/14	Provide roadside assistance to multiple sections of major freeway during peak times.
				Total	**$601,836.00**

BRD1311a2-wws

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TRANSPORTATION MEASURE I

■ 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: November 6, 2013

Subject: Change Carrier Coverage for Basic Life, Long-Term Disability and Short Term Disability. Discontinue Coverage through the County of San Bernardino and place the coverage with Lincoln Financial through Keenan & Associates.

Recommendation:* 1. Authorize the Executive Director, or designee to terminate Contract No. 05051 with the County of San Bernardino Human Resources Department for the administration of Basic Life Insurance, Short-term Disability, and Long-term Disability.

2. Authorize the Executive Director, or designee to execute a Broker of Record Designation Contract No. C14068 and Business Associate Agreement Contract No. C14049 with Keenan & Associates to provide Basic Life Insurance, Short-term Disability and Long-term Disability coverage through Lincoln Financial Group for the employees of San Bernardino Associated Governments.

Background: San Bernardino Associated Governments (SANBAG) has contracted with the County of San Bernardino for certain employee benefits since its initial formation. The contracting agreement with the County of San Bernardino did not afford SANBAG any alternate benefit options. SANBAG must offer to its employees the same benefits offered to San Bernardino County employees.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1311a-dab
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14049.pdf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14068.pdf
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311a1-dab.pdf

Recognizing that there are a wide variety of benefit choices, carrier choices and prices available in the marketplace, SANBAG staff engaged Keenan & Associates, SANBAG's insurance consultant under Contract No. C13015, to perform a market analysis of its benefit plans and provide options to staff on alternative Medical, Dental, Vision, Basic Life, Long-term Disability (LTD) and Short-term Disability (STD) plans. Keenan & Associates presented benefit options and pricing to SANBAG staff on May 7, 2013.

The analysis prepared by Keenan concluded it would not be beneficial to change medical, dental and vision plans. SANBAG has less than fifty benefit eligible employees which limits options in the marketplace.

One of the areas of significant savings for SANBAG was on the Basic Life, LTD and STD coverage. Basic Life Insurance coverage was quoted at a 62% savings reducing our annual premium from $7,488 to $2,820. In addition, the savings for LTD was 51% ($6,198) and for STD 58% ($18,226) for a total annual savings of $35,763.

Summary – Monthly Premiums by Carrier		
	Minnesota Life Current	**Lincoln Proposed**
Basic Life	$624.00	$235.00
Long-Term Disability	$1,051.42	$516.48
Short-Term Disability	$3,637.21	$1,518.80
EAP	NA	$62.04
Total Monthly Premiums	$5,312.63	$2,332.32
Total Annual Premiums	$63,751.56	$27,987.84
Total Annual Savings vs. Current		**$35,763.72**

The proposed plan and provider plan designs provide substantially the same level of coverage that is currently in place. As an added value to selecting Lincoln as our coverage provider, SANBAG is able to provide a full-service Employee Assistance Program (EAP) to employees at the cost of $745.00 annually. Currently SANBAG does not provide this service to its employees. An employee sponsored EAP program provides valuable counseling services to SANBAG employees and their dependents at no cost.

A 90-days written notice is required to cancel Contract No. 05051 for the administration of STD, LTD, and Basic Life benefits with the County of

San Bernardino Human Resources Department. It is proposed that the new Lincoln plans take effect on February 1, 2014.

Employee enrollment will be completed through a census enrollment and will not require an additional open enrollment period. Keenan & Associates will hold informational meetings for the employees to inform them of the new benefit plans.

The County will continue to administer Supplemental Life Insurance and Accidental Death and Dismemberment Insurance benefits provided to SANBAG employees.

Financial Impact: The overall savings to SANBAG will be $35,763 on an annual basis. The STD coverage provides a two-year rate guarantee and the Basic Life and LTD coverage provides a three-year rate guarantee. The cost is budgeted in FY 2013/2014.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 9, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item.

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

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14068 Amendment No. _____

By and Between

San Bernardino Associated Governments and Keenan & Associates

Contract Description Business Associate Agreement for Basic Life, LTD, and STD Coverage

Board of Director's Meeting Date: 11/6/13

Overview of BOD Action: Approve Contract to provide Basic Life Insurance, Short-term Disability and Long-term disability coverage with Lincoln Financial Group through Keenan & Associates.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	0	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	0	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	0

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
2/1/14	Shall continue in effect until terminated by SANBAG.	

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

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. NA.

☐ A Budget Amendment is required.

How are we funding current FY? NA

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

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

Contract is for documentation of roles between SANBAG and Keenan & Associates. There is no value associated with this contract.

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Colleen Franco Project Manager (Print Name)	Signature	9/18/13 Date
Duane A. Baker Task Manager (Print Name)	Signature	9-26-13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Signature	9/18/13 Date
Jeffery Hill Contract Administrator (Print Name)	Signature	9/30/13 Date
W. Stawarski Chief Financial Officer (Print Name)	Signature	10/1/13 Date

C14068

CONTRACT NO: C14068

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

KEENAN & ASSOCIATES

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the Agreement) is entered into **Febraury 1, 2014** ("Effective Date") by and between San Bernardino Associated Governments, acting on behalf of itself and all of the SANBAG entities (San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino County Congestion Management Agency, Service Authority for Freeway Emergencies) (collectively referred to as "SANBAG"), the sponsor ("Sponsor") of one or more health plans (collectively referred hereafter to as the "Plan") and Keenan & Associates (Business Associate).

WHEREAS, the Sponsor has independently contracted with Business Associates to provide services to, for or on behalf of the Plan; and

WHEREAS, Plan wishes to allow the Business Associate to have access to PHI including but not limited to, EPHI that is either provided to the Business Associate by the Plan or received and created by the Business Associate on behalf of the Plan in the course of providing its services to, for or on behalf of the Plan;

WHEREAS, the Plan is required to comply with HIPAA (including, but not limited to, its Privacy Rule and Security Rule), and other governmental regulations relating to the privacy and security of individuals' personally identifiable information.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Plan and Business Associate agree as follows:

DEFINITIONS

Catch-all definition:

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.

Specific definitions:

(a) **Business Associate** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to this Agreement, shall mean Keenan & Associates.

(b) **Breach** shall have the same meaning as the term "breach" in 45 CFR § 164.402

(c) **Covered Entity** shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to this Agreement shall mean the health and welfare benefits plans sponsored by the entity that is signatory to this Agreement.

(d) **Individual** shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(e) **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(f) **Protected Health Information ("PHI")** shall have generally the same meaning as the term "protected health information" in 45 CFR § 164.501, and for this Agreement shall be limited to the information created or received by Business Associate from or on behalf of the Covered Entity.

(h) **Secretary** shall mean the Secretary of the Department of Health and Human Services or his designee.

(i) **Security Rule** shall mean the Security Standards for the Protection of Electronic Health Information at 45 CFR Part 160 and Part 164, Subpart A and C.

(j) **Electronic PHI (E-PHI)** shall have the meaning found in the Security Rule 45 CFR, Section 160.103.

(k) **Security Incident** shall have the same meaning as the term "security incident" in 45 CFR Parts 160 and 164, subparts A and C

(l) **HIPAA Rules** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(m) **Designated Record Set** shall have the same meaning as the term "designated record set" in 45 CFR 164.501.

(n) **Subcontractor** shall have the same meaning as the term "subcontractor" in 45 CFR §160.103

(0) **Unsecured PHI** shall have the meaning given the term "unsecured protected health information in 45 CFR § 164.402.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

(a) Business Associate agrees to not request, use, or further disclose PHI other than as permitted or required by the Agreement or as permitted or required by law.

(b) Business Associate agrees that it shall utilize appropriate physical, administrative and technical safeguards to ensure that the PHI is not used or disclosed in any manner inconsistent with this Agreement. Such safeguards shall include, but not be limited to: (1) establishing policies and procedures to prohibit any employee of Business Associate, who does not have a reasonable need for the PHI in order to accomplish an authorized use or disclosure, from accessing such information and to inform all employees of Business Associate whose services may be used to fulfill obligations under this Agreement of the terms of this Agreement; and (2) disclosing to any agent, Subcontractor or other third party, and requesting from Covered Entity, only the minimum PHI necessary to accomplish the intended purpose of the use, disclosure

or request. ("Minimum necessary" shall be interpreted in accordance with the HIPAA Rules.) Business Associate shall provide Covered Entity with such information concerning the safeguards as Covered Entity may reasonably request from time to time.

(c) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the agreement.

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(e) Business Associate agrees to report to Covered Entity, in writing, any use or disclosure by Business Associate of PHI not permitted by this Agreement promptly after Business Associate's first awareness thereof, including but not limited to, any discovery of any inconsistent use or disclosure by Subcontractor of Business Associate.

(f) Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of Unsecured PHI information as required at 45 CFR 164.410 (without unreasonable delay, and, in no case later than 10 calendar days after discovery of a Breach), and any security incident of which it becomes aware.

(g) Business Associate agrees to require that any Subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, execute a Business Associate Agreement acknowledging its compliance with the HIPAA Rules.

(h) Business Associate agrees to provide access to PHI, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Covered Entity, or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524 (within 30 days after receipt of the request unless there is a 30 day extension.)

(i) Business Associate agrees to make any amendment(s) to PHI that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, and in the time and manner reasonably designated by Covered Entity, in a Designated Record Set, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526 no later than 60 days after the receipt of the request.

(j) Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of the PHI available to the Secretary or the Secretary's designee for the purposes of determining Covered Entity's compliance with the HIPAA Rules. Business Associate shall immediately notify Covered Entity of its receipt of any such request for access, but in no case later than 60 days after the receipt of the request.

(k) Business Associate agrees to document such disclosures of PHI to the extent necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 no later than 60 days after the receipt of the request.

(l) Maintain and make available the information required to provide an accounting of disclosures to either the Covered Entity, or the Individual, as necessary to satisfy Covered Entity's obligations under 45 CFR 164-528 within 60 days after receipt of the request.

(m) Business Associate agrees to provide Covered Entity, in the time and manner reasonably designated by Covered Entity, information collected in accordance with Section 2(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 no later than 60 days after the receipt of the request.

(n) Business Associate agrees to provide information and documentation concerning Business Associate's compliance with this Agreement to the extent reasonably requested by Covered Entity as necessary to permit to respond to third parties' inquiries of and/or claims against Covered Entity relating to use and/or disclosure of PHI and/or for Covered Entity to comply with law(s) relating to its monitoring of compliance with this Agreement. Business Associate shall, upon Covered Entity's request, certify to Covered Entity that it complies with the terms of this Agreement (no later than 60 days after the receipt of the request.

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

(a) Except as otherwise limited in this Agreement, Business Associate may obtain and/or use PHI as necessary to perform its obligation to provide services to, for, or on behalf of the Plans, so long as such access and/or use is either permitted or required by law and, provided further, that Business Associate has met all legal requirements for such access and/or use. This specifically includes, but is not limited to, Business Associate's access and/or use of PHI as necessary to perform the services set forth in the Service Agreement.

(b) Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Rules. If the Agreement permits the Business Associate to use or disclose PHI for its own management and administration and legal responsibilities, or for data aggregation services, then disclosure is permitted for the specific uses and disclosures set forth below.

i) Business Associate may use PHI for proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate.

ii) Business associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used, or further disclosed, only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

iii) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

OBLIGATIONS OF COVERED ENTITY

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

(b) Neither Sponsor nor Covered Entity shall request Business Associate to use or disclose PHI in any manner that would not be permitted or required by law if done by Covered Entity.

(c) Covered Entity shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

INDEMNIFICATION

(a) Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity, its trustees, officers, directors, employees, agents, or representatives, from any claim or penalty arising out of any improper use and/or disclosure of PHI in violation of the Privacy Regulation, to the extent that such improper use and/or disclosure resulted from Business Associate's negligence or failure to comply with the terms of this Agreement or the Privacy Regulation.

(b) The Sponsor and Covered Entity agree to indemnify, defend and hold harmless Business Associate and/or all of Business Associate's officers, directors, employees, agents, or representatives, from any claim or penalty from any improper use and/or disclosure of PHI, to the extent that such improper use and/or disclosure resulted from the Sponsor's or Covered Entity's negligence, failure to comply with the terms of this Agreement or the Privacy Regulation, or was based upon the Sponsor's or Covered Entity's written direction to use and/or disclose PHI in the manner challenged.

SECURITY

Business Associate agrees to:

i) Implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity;

ii) Ensure that any Subcontractor, to whom it provides this information agrees to implement reasonable and appropriate safeguards;

iii) Report on a quarterly basis to the Covered Entity, in writing, any Security Incident involving Covered Entity's data. If, however, a Security Incident results in the unauthorized disclosure of Unsecured PHI, Business Associate shall notify Covered Entity in accordance with the Breach notification provisions below.

iv) Notify Covered Entity no later than ten (10) days after discovery of a Breach of Unsecured PHI.[1]

v) Perform the four factor risk assessment of any Breach that is discovered in accordance with the HIPAA Rules to determine if notification is required, and advise Covered Entity of its findings.

vi) Make its policies and procedures, and documentation required by this subpart relating to such safeguards, available to the Secretary for purposes of determining the Covered Entity's compliance with 45 CFR Parts, 162 and 164 and;

vii) Authorize termination of the contract by the Covered Entity if the Covered Entity determines that the Business Associate has violated a material term of the contract.

Term and Termination

(a) The Term of this Agreement shall be effective as of the effective date herein and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement. If the Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; Covered Entity shall have the right to immediately terminate this Agreement. Such termination shall not abrogate any rights which Covered Entity has against Business Associate for violation of this Agreement.

(c) Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

ii) Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;

iii) Continue to use appropriate safeguards and comply with the HIPAA Rules regarding the use and disclosure of the PHI, for as long as Business Associate retains the PHI;

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[1]Covered Entity has 60 days from the discovery date of a reportable Breach to report said Breach to the Individual and HHS (if Breach involves 500 or more Individuals.)

iv) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions which applied prior to termination; and

v) Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Miscellaneous

(a) A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party to be charged. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Business Associate and Covered Entity to comply with the requirements of the HIPAA Rules.

(c) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both parties to comply with the HIPAA Rules and/or other applicable law.

(d) Notices:

(i) All reports or notices to Covered Entity pursuant to this Agreement shall be sent to the names and addresses listed on the signature page, or to such other individuals and/or addresses as a party may later designate in writing. Unless expressly prohibited under the HIPAA Rules, such notices and reports may also be sent via email.

(ii) All such reports or notices shall be sent by First Class Mail or express courier service, and shall be deemed effective when delivered, or if refused, when delivery is attempted.

(e) Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Sponsor, Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

(f) This Agreement constitutes the complete agreement of the parties relating to the access, use, disclosure and security of PHI and, except as otherwise provided herein, supersedes all prior representations or agreements, whether oral or written, with respect to the confidentiality and security of PHI.

(g) The parties hereby agree and affirm that the subject matter of this Agreement is unique, and that it may be impossible to measure the damages which would result to Covered Entity from violations by Business Associate of the agreements set forth herein. Accordingly, in addition to any other remedies which Covered Entity may have at law or in equity, the parties hereby agree that either party shall have the right to have all obligations and other provisions of this Agreement specifically performed by the other party, as applicable, and that either party shall have the right to seek preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of this Agreement, without, in any case, proof of actual damages.

(h) Disputes arising out of or relating to this Agreement which cannot be resolved by negotiation between the parties shall be submitted to non-binding mediation. If the dispute is not resolved through mediation, it shall be resolved by final and binding arbitration administered by JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as agreed to in writing by the Parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective agents, employees and officers. The site of the arbitration shall be in San Bernardino, California. A judgment of any court having jurisdiction may be entered upon the award.

IN WITNESS WHEREOF, the parties hereto hereby set their hands as of the date first above written.

San Bernardino Associated Governments, acting on behalf of itself and all of the SANBAG entities (San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino County Congestion Management Agency, Service Authority for Freeway Emergencies) (collectively referred to as "SANBAG"). , as Sponsor and Representative of the Plan(s)			**Keenan & Associates**	
Signature:			**Signature:**	
By:			**By:**	**Steve Gedestad**
Title:			**Title:**	**Municipality Practice Leader**
Address:			**Address:**	**2355 Crenshaw Blvd., Ste. 200**
				Torrance, CA 90501
Telephone:			**Telephone:**	**310 212-0363**
Attention:			**Attention:**	**Privacy Officer**

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14049 Amendment No. _____

By and Between

San Bernardino Associated Governments and Keenan & Associates

Contract Description Broker of Record Designation for Basic Life, LTD, and STD Coverage

Board of Director's Meeting Date: 11/6/13

Overview of BOD Action: Approve Contract to provide Basic Life Insurance, Short-term Disability and Long-term disability coverage with Lincoln Financial Group through Keenan & Associates.

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	0	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	0	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	0

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
2/1/14	Shall continue in effect until terminated by SANBAG.	

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

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. NA.

☐ A Budget Amendment is required.

How are we funding current FY? NA

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

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

Contract is for documentation of roles between SANBAG and Keenan & Associates. There is no value associated with this contract.

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Colleen Franco Project Manager (Print Name)	Signature	Date 9/18/13
DUANE A. BAKER Task Manager (Print Name)	Signature	Date 9-26-13
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Signature	Date 9/18/13
Jeffery Hill Contract Administrator (Print Name)	Signature	Date 9/30/13
W. STAWARSKI Chief Financial Officer (Print Name)	Signature	Date 10/1/13

C14049

CONTRACT NO: C14049

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

KEENAN & ASSOCIATES

Broker of Record Designation

As of **February 1, 2014**, the organization listed below ("Client") appoints Keenan & Associates ("Keenan") as the Broker of Record in connection with the following coverages: **Life Insurance, Long-term Disability Insurance, Short-term Disability Insurance** and such additional coverages or insurance as Client may from time-to-time request from Keenan (the "Coverages"). This appointment rescinds any and all previous appointments Client may have made with respect to the Coverages, and shall remain in full force and effect until cancelled in writing at any time by either party. The parties hereby agree to the following additional terms:

With respect to the Coverages, Keenan shall have the exclusive authority and right to negotiate with insurance carriers and other coverage providers on Client's behalf. Keenan shall provide those services as listed on Exhibit A attached to and made a part of this document. Client shall provide Keenan with timely and accurate information necessary to obtain the Coverages and authorizes Keenan to provide such information to prospective insurers and other coverage providers. Except for Keenan's responsibilities with respect to funds obtained from or on behalf of Client, Keenan shall not be a fiduciary of Client. As compensation for its services, Keenan shall receive commissions from insurance carriers and/or other vendors for the placement of insurance coverage. Client shall have no responsibility for the payment of any such commission to Keenan. Additional information concerning Keenan's compensation Disclosure Policy is available online at www.Keenan.com or from your Keenan account representative.

Disputes arising out of or relating to this designation, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representatives of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration by JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as may be agreed to in writing by the parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers. The arbitration shall be conducted in the County of San Bernardino, California.

Signature Page Follows This Page

San Bernardino Associated Governments, acting on behalf of itself and all of the SANBAG entities (San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino County Congestion Management Agency, Service Authority for Freeway Emergencies) (collectively referred to as "SANBAG").]			Keenan & Associates	
Signature:			Signature:	
By:			By:	Steve Gedestad
Title:			Title:	MunicipalitiesPractice Leader
Address:	1170 W. 3rd St. 2nd Floor		Address:	2355 Crenshaw Blvd., Ste. 200
	San Bernardino, CA 92410			Torrance, CA 90501
Telephone:	909-884-8276		Telephone:	310 212-0363
Fax:			Fax:	
Attention:			Attention:	

EXHIBIT A
KEENAN SERVICES

Keenan shall provide the following Services:

1. Plan Review – Keenan shall review applicable benefit plan(s) and provide information and recommendations regarding insured and/or self-insured options, as requested by Client.

2. Insurance Needs Assessment – Keenan shall work with Client to determine Client's insurance needs.

3. Insurance Marketing Plan – Review, evaluate and negotiate insurance renewals on Client's behalf. Keenan shall prepare and present to Client its plan for marketing Client to various carriers and/or Coverage providers. In furtherance of its plan, Keenan shall contact those markets that it has determined most likely to meet Client's needs, as made known to Keenan, but shall not necessarily contact every available market for the particular Coverage being sought. In so far as practical, Keenan shall honor Client's timely and reasonable requests to contact specific markets, but Keenan shall not be obligated to present Client to any carrier or Coverage provider which Keenan has determined would not be willing to quote Client's business or would not give a competitive quote.

4. Insurance Marketing Results – Keenan shall present to the client, in summary format, information concerning all markets and carriers approached. The summary shall include, as applicable: name of carrier and Coverage providers approached, limits, premium, and deductible. The summary shall also include the names of any carriers or Coverage providers who declined to provide a quote.

5. Review of Insurance Options – Keenan shall present, along with the Marketing Results, a comparison summary highlighting the significant terms and/or differences among the various Coverages quoted. This summary is provided for Client's convenience only. It is Client's responsibility to ask questions and to request any additional information that it deems necessary for it to make an informed decision regarding its insurance or self-insurance program.

6. Obtain Coverage – Once the Client has made its decision, Keenan shall take all steps necessary to communicate Client's decision to the carrier selected and to have the carrier or other Coverage provider bind Coverage on behalf of the Client.

7. Implementation – Keenan shall assist Client in the preparation and distribution of materials relating to the implementation of its coverage, for which client shall give final approval.

8. Ongoing Service -- Keenan will provide the following Client support services:
   - Continued analysis of benefit plan design and performance noting available alternatives as appropriate;
   - Direction and support with claims resolution and other related issues;
   - Review of claims experience and trends;
   - Support with billing/eligibility concerns;
   - Acting as a liaison between Client and carriers and vendors and serving as a proactive Client advocate;
   - Responding to day-to-day benefit questions from Client;
   - Assisting Client with governmental reporting and filings (e.g., 5500's and Summary Annual Reports), as applicable;

- Providing information concerning current developments and trends in employee benefits and new legislation that may affect Client's plans;
- Assisting in drafting, review and/or amendment of benefit plan and related documents. Any document drafted or reviewed by Keenan and approved by Client under this Agreement shall apply solely to the plan year for which the Service was provided. They are not intended for use beyond the plan year for which they were created, reviewed or revised. Keenan shall not be held liable for any direct, punitive, special, consequential or incidental damages, loss of profit or revenue, loss of business, loss or inaccuracy of data or scope of insurance resulting from the continued use of such plan documents or SPD beyond the dates for which they were intended;
- Assisting in the coordination and preparation of open enrollment, orientation, health fairs, and/or question and answer meetings for Client's employees. and
- Attendance at **[2]** meetings of the Client's Insurance Committee.

Lincoln Financial Group®

Group Life Insurance

Life a

SUMMARY OF BENEFITS

Sponsored by: San Bernardino Associated Governments, acting on behalf of itself and all of the SANBAG entities
Effective date: February 1, 2014

All Active Full-Time Employees

Life Benefit	**Employee**
Amount	$50,000
Guarantee Issue	$50,000
Benefit Reduction	**Employee**
Benefits will reduce:	35% at age 65 An additional 25% of the original amount at age 70; and An additional 15% of the original amount at age 75 Benefits terminate at retirement
Additional Benefits	**Employee**
See Definitions page for:	Accelerated Death Benefit
See Definitions page for:	Conversion
Eligibility	**Employee**
	All full-time employees working 40 or more hours per week in an eligible class are eligible for coverage on the policy effective date. A delayed effective date will apply if the employee is not actively at work.

(Please see other side)

Definitions

Accelerated Death Benefit	Accelerated Death Benefit provides an option to withdraw a percentage of your life insurance coverage when diagnosed as terminally ill (as defined in the policy). The death benefit will be reduced by the amount withdrawn. To qualify, you have satisfied the Active Work rule and have been covered under this policy for the required amount of time as defined by the policy. Check with your tax advisor or attorney before exercising this option.
Conversion	If you terminate your employment or become ineligible for this coverage, you have the option to convert all or part of the amount of coverage in force to an individual life policy on the date of termination without Evidence of Insurability. Conversion election must be made within 31 days of your date of termination.
Guarantee Issue	For timely entrants enrolled within 31 days of becoming eligible, the Guarantee Issue amount is available without any Evidence of Insurability requirement. Evidence of Insurability will be required for any amounts above this, for late enrollees or increase in insurance and it will be provided at your own expense.
Term Life	Coverage provided to the designated beneficiary upon the death of the insured. Coverage is provided for the time period that you are eligible and premium is paid. There is no cash value associated with this product.

Additional Benefits

***LifeKeys*SM**	Online will & testament preparation service, identity theft resources and beneficiary assistance support for all employees and eligible dependents covered under the Group Term Life and/or AD&D policy.
***TravelConnect*SM**	Travel assistance services for employees and eligible dependents traveling more than 100 miles from home.

For assistance or additional information
Contact Lincoln Financial Group at (800) 423-2765 or log on to www.LincolnFinancial.com

NOTE: This is not intended as a complete description of the insurance coverage offered. Controlling provisions are provided in the policy, and this summary does not modify those provisions or the insurance in any way. This is not a binding contract. A certificate of coverage will be made available to you that describes the benefits in greater details. Should there be a difference between this summary and the contract, the contract will govern.

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Group Insurance products are issued by The Lincoln National Life Insurance Company (Ft. Wayne, IN), **which is not licensed and does not solicit business in New York.** In New York, group insurance products are issued by Lincoln Life & Annuity Company of New York (Syracuse, NY). Both are Lincoln Financial Group companies. Product availability and/or features may vary by state. Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. **Each affiliate is solely responsible for its own financial and contractual obligations.**

Lincoln Financial Group®

Group Long-Term Disability Insurance

SUMMARY OF BENEFITS

Sponsored by: San Bernardino Associated Governments, acting on behalf of itself and all of the SANBAG entities
Effective date: February 1, 2014

All Active Full-Time Senior Management & Administrative/Professional Employees.

Long-term disability is intended to protect your income for a long duration after you have depleted short-term disability or any sick leave your company may offer.

Eligibility	All full-time active employees working 40 or more hours per week in an eligible class are eligible for coverage on the policy effective date.
Maximum Monthly Benefit	60% of salary up to $10,000 per month
Maximum Benefit Duration	Later of Age 65 or Social Security Normal Retirement Age
Own Occupation Period	24 Months
Elimination Period	180 days The number of days you must be disabled prior to collecting disability benefits.
Accumulation of Elimination Days	You can satisfy the days of your elimination period with either total (off work entirely) or partial (working some hours at your current job) disability. If you are working on a partial basis, you will have 2x the elimination period days to satisfy the total of 180 days.
Pre-Existing Condition	You may not be eligible for benefits if you have received treatment for a condition within the past 3 months until you have been covered under this plan for 12 months.
Waiver of Premium	You will not be required to pay premium during any time of approved total or partial disability.
Survivor Income Benefit	A survivor benefit may be paid to your beneficiary if you should die while receiving qualifying disability payments.
***EmployeeConnect*SM**	Access to an employee assistance program for the employee or an immediate household family member who may be experiencing personal or workplace issues.
Benefit Limitations	Mental Illness: 24 months Substance Abuse: 24 months Specified Illness: No limit

(Please see other side)

Understanding Your Benefits

Own Occupation	The occupation trade or profession you were employed in prior to your disability as defined by the US DOL Dictionary of Occupational Titles.
Total Disability	You are considered totally disabled if, due to an injury or illness, you are unable to perform each of the main duties of your own occupation. Your "own" occupation is covered for a specific period of time. Following this, the definition of total disability becomes the inability to perform any occupation for which you are reasonably suited based on your experience, education, or training.
Partial Disability	You are considered partially disabled if you are unable, due to an injury or illness, to perform the main duties of your regular occupation on a full-time basis. Partial Disability benefits may be payable if you are earning at least 20% of the income you earned prior to becoming disabled, but not more than 99%. Partial disability benefits allow you to work and earn income from your employer as well as continue to receive benefits, which may enable you to receive 100% of your income during your time of disability.
Continuation of Disability	If you return to work full-time but become disabled from the same disability within 6 months of returning to work, you will begin receiving benefits again immediately.
Benefit Duration Reduction	Your benefit duration may be reduced if you become disabled after age 65.
Pre-Existing Condition	Any sickness or injury for which you have received medical treatment, consultation, care, or services (including diagnostic measures or the taking of prescribed medications) during the specified months prior to the coverage effective date. A disability arising from any such sickness or injury will be covered only if it begins after you have performed your regular occupation on a full-time basis for the specified months following the coverage effective date.
Benefit Exclusions	You will not receive benefits in the following circumstances: • Your disability is the result of a self-inflicted injury. • You are not under the regular care of a doctor when requesting disability benefits. • You were involved in a felony commission, act of war, or participation in a riot. • You were residing outside of the United States or Canada for more than 12 consecutive months for purposes other than employment with your Employer.
Benefit Reductions	Your benefits may be reduced if you are receiving benefits from any of the following sources: • Any compulsory benefit act or law (such as state disability plans); • Any governmental retirement system earned as a result of working for the current policyholder; • Any disability or retirement benefit received under a retirement plan; • Any Social Security, or similar plan or act, benefits; • Earnings the insured earns or receives from any form of employment; • Workers compensation; • Salary continuance or employer contributions to an employer sponsored retirement plan.
Benefit Termination	This coverage will terminate when you terminate employment with this policyholder, or at your retirement.

For assistance or additional information
Contact Lincoln Financial Group at (800) 423-2765 or log on to www.LincolnFinancial.com

NOTE: This is not intended as a complete description of the insurance coverage offered. Controlling provisions are provided in the policy, and this summary does not modify those provisions or the insurance in any way. This is not a binding contract. A certificate of coverage will be made available to you that describe the benefits in greater details. Should there be a difference between this summary and the contract, the contract will govern.

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Group Short-Term Disability Insurance

SUMMARY OF BENEFITS

Sponsored by: San Bernardino Associated Governments, acting on behalf of itself and all of the SANBAG entities
Effective date: February 1, 2014

All **Active Full-Time Support Employees**

Short-term disability is intended to protect your income for a short duration in case you become ill or injured.

Eligibility	All full-time active employees working 40 or more hours per week in an eligible class are eligible for coverage on the policy effective date.
Maximum Weekly Benefit	55% of weekly salary up to $1,067 per week
Maximum Benefit Duration	26 weeks
Elimination Period	Benefits begin on: 8th day for an accident 8th day for an illness
Benefit Reductions	Your benefits may be reduced if: • You are receiving sick leave pay from your employer.
Rehabilitation Assistance Benefit	Employees who participate in an approved rehabilitation program are eligible to receive an additional 5% of benefit. Additionally, approved program costs may be reimbursed.
Survivor Income	A benefit may be paid to your survivor if you should die while you were eligible to receive benefits under this policy.

(Please see other side)

Understanding Your Benefits

Total Disability	You are considered totally disabled if, due to an injury or illness, you are unable to perform each of the main duties of your regular occupation.
Partial Disability	You are considered partially disabled if you are unable, due to an injury or illness, to perform the main duties of your regular occupation on a full-time basis. Partial Disability benefits may be payable if you are earning at least 20% of the income you earned prior to becoming disabled, but not more than 99%. Partial disability benefits allow you to work and earn income from your employer as well as continue to receive benefits, which may enable you to receive 100% of your income during your time of disability.
Continuation of Disability	If you return to work full-time but become disabled from the same disability within 2 weeks of returning to work, you will begin receiving benefits again immediately.
Benefit Exclusions	You will not receive benefits in the following circumstances: • Your disability is the result of a self-inflicted injury. • You are not under the regular care of a doctor when requesting disability benefits. • Your disability is covered under a worker's compensation plan and/or is due to a job-related sickness or injury. • You are receiving payment under a salary continuance or retirement plan sponsored by the group policyholder.
Benefit Reductions	Your benefits may be reduced if you are receiving benefits from any of the following sources: • Any governmental retirement system earned as a result of working for the current policyholder; • Any retirement benefit received under a retirement plan; • Earnings the insured earns or receives from any form of employment.
Benefit Termination	This coverage will terminate when you terminate employment with this policyholder, or at your retirement.

For assistance or additional information
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Group Short-Term Disability Insurance

SUMMARY OF BENEFITS

Sponsored by: San Bernardino Associated Governments, acting on behalf of itself and all of the SANBAG entities
Effective date: February 1, 2014

All Active Full-Time Senior Management & Administrative/Professional Employees

Short-term disability is intended to protect your income for a short duration in case you become ill or injured.

Eligibility	All full-time active employees working 40 or more hours per week in an eligible class are eligible for coverage on the policy effective date.
Maximum Weekly Benefit	55% of weekly salary up to $1,442 per week
Maximum Benefit Duration	26 weeks
Elimination Period	Benefits begin on: 8th day for an accident 8th day for an illness
Benefit Reductions	Your benefits may be reduced if: • You are receiving sick leave pay from your employer.
Rehabilitation Assistance Benefit	Employees who participate in an approved rehabilitation program are eligible to receive an additional 5% of benefit. Additionally, approved program costs may be reimbursed.
Survivor Income	A benefit may be paid to your survivor if you should die while you were eligible to receive benefits under this policy.

(Please see other side)

Understanding Your Benefits

Total Disability	You are considered totally disabled if, due to an injury or illness, you are unable to perform each of the main duties of your regular occupation.
Partial Disability	You are considered partially disabled if you are unable, due to an injury or illness, to perform the main duties of your regular occupation on a full-time basis. Partial Disability benefits may be payable if you are earning at least 20% of the income you earned prior to becoming disabled, but not more than 99%. Partial disability benefits allow you to work and earn income from your employer as well as continue to receive benefits, which may enable you to receive 100% of your income during your time of disability.
Continuation of Disability	If you return to work full-time but become disabled from the same disability within 2 weeks of returning to work, you will begin receiving benefits again immediately.
Benefit Exclusions	You will not receive benefits in the following circumstances: • Your disability is the result of a self-inflicted injury. • You are not under the regular care of a doctor when requesting disability benefits. • Your disability is covered under a worker's compensation plan and/or is due to a job-related sickness or injury. • You are receiving payment under a salary continuance or retirement plan sponsored by the group policyholder.
Benefit Reductions	Your benefits may be reduced if you are receiving benefits from any of the following sources: • Any governmental retirement system earned as a result of working for the current policyholder; • Any retirement benefit received under a retirement plan; • Earnings the insured earns or receives from any form of employment.
Benefit Termination	This coverage will terminate when you terminate employment with this policyholder, or at your retirement.

For assistance or additional information
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Governments SANBAG Working Together

San Bernardino Associated Governments

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Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: November 6, 2013

Subject: SANBAG Participation with the Inland Empire Economic Partnership (IEEP)

Recommendation:* Approve SANBAG's continued participation as a member of IEEP at the existing Board of Directors level ($15,000/year).

Background: The IEEP was formed to provide a regional voice to promote and enhance the economic vitality of the Inland Empire. The IEEP is a partnership that includes business, government, and academic leaders to develop and carry out initiatives to benefit the region.

Last year, the SANBAG Board of Directors approved changing SANBAG's participation level to $15,000/year to provide SANBAG a seat on the IEEP Board and increase our partnership with IEEP.

Since the last General Policy Committee meeting when SANBAG's participation with IEEP was discussed, several conversations have taken place with IEEP to better understand their work program and explore ways to maximize SANBAG's membership for the benefit of our region.

After these discussions it is being recommended that SANBAG continue its current level of participation and maintain a seat on the IEEP Board of Directors. Some of the benefits that will occur from this relationship are:

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1311b-dab

- IEEP will be engaged with our efforts to implement the Countywide Vision, especially with the Jobs/Economy element group.
- IEEP will report to the SANBAG Board regularly on its work plan.
- IEEP will engage SANBAG in its efforts that require the input and participation of local government.
- SANBAG's participation will help increase communication and collaboration within the region between business and government.

Financial Impact: This item is consistent with the adopted SANBAG budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 9, 2013.

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

BRD1311b-dab

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TRANSPORTATION MEASURE I

■ 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: November 6, 2013

Subject: Fiscal Year 2013/2014 Work Goals and Objectives

Recommendation:* Receive update on the Fiscal Year 2013/2014 Work Goals and Objectives.

Background: The SANBAG Fiscal Year 2013/2014 Work Goals and Objectives establish the Board of Directors priorities for the fiscal year.

Financial Impact: The Fiscal Year 2013/2014 Work Goals and Objectives are consistent with the adopted Fiscal Year 2013/2014 budget.

Reviewed By: This item was reviewed by the General Policy Committee on October 9, 2013.

Responsible Staff: Raymond Wolfe, Executive Director

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1311A-RW

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311A1-RW.docx

San Bernardino Associated Governments

Fiscal Year 2013/2014 Initiatives and Action Plan

Initiative #1: Focus on creating and strengthening collaborative partnerships with governmental and business entities

1A	Division Strategy	Action Plan	Milestones	Primary Division	Support Division(s)	Timetable and Status
	Create Vision in Action Awards to recognize "Business Friendly", "Cradle to Career", and regional collaboration. Make the awards part of the General Assembly.	Work with Vision Element Groups to identify exemplary programs for this year's awards. Develop full program of criteria and nomination process for next year. Business Friendly award can be similar to Orange County Business Council "Red Tape to Red Carpet" awards.	Identify award recipients in concert with Vision element groups.	COG		
			Develop nomination submittal and vetting process in concert with Vision element groups for next year.	COG		
	Status Notes				Schedule Notes	
	Working with business leaders, County, education leaders and Vision element groups to initiate a reduced-order awards program for this year's General Assembly as a start to a broader program. IEEP stated recently that it is planning an awards program in September modeled after Orange County Business Council. We will work with IEEP as necessary to assist their efforts.					

1B	Division Strategy	Action Plan	Milestones	Primary Division	Support Division(s)	Timetable and Status
	Evolve General Assembly into a regional "must attend" destination event	Work closely with incoming Board President to set focus, and then secure support to deliver as appropriate	Outline plans including speaker by mid-January 2014	COG	Legislative and Public Affairs	
			Coordinate external team by mid-January 2014	COG	Legislative and Public Affairs	
			Secure facilities and speaker by early February	COG	Legislative and Public Affairs	

1B (Cont.)	Status Notes				Schedule Notes	
	Currently evaluating suggested speakers, overall program approach and costs. General Assembly Committee to review proposals on September 11th.					
1C	Division Strategy	Action Plan	Milestones	Primary Division	Support Division(s)	Timetable and Status
	Create regional forums to discuss issues of regional concern throughout the County	Actively seek issues of regional concern, coordinate meetings with key stakeholders including legislators	Conduct West Valley regional forum in Q1	COG	Legislative and Public Affairs	
			Conduct East Valley regional forum by Q3	COG	Legislative and Public Affairs	
			Conduct Mountain/Desert regional forum by Q4	COG	Legislative and Public Affairs	
	Status Notes				Schedule Notes	
	A June 4th event was held in the West Valley regarding the proposed San Gabriel Mountains National Recreation Area and featured presenters from the National Parks Service and the Santa Monica Mountains National Recreation Area. The Morongo Basin Forum is scheduled for October 3rd and will feature Supervising Judge Marsha Slough and County Sheriff John McMahon.					
1D	Division Strategy	Action Plan	Milestones	Primary Division	Support Division(s)	Timetable and Status
	Enhance COG role	Coordinate role in implementing Countywide Vision	Conduct meeting with school districts and other stakeholders to discuss the primary goal of "cradle to career"	COG	Legislative and Public Affairs	
			Participate in Vision Element Groups and integrate SANBAG as appropriate	COG	TBD	
			Develop "Business Friendly Best Practices" inventory	COG	Legislative and Public Affairs	

1D (Cont.)	Status Notes				Schedule Notes	
	Best Practices Inventory document currently in design with an external vendor. Document expected to be ready prior to the presentation to the Board of Directors in November.					
1E	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Provide leadership and assistance to our members in implementing clean energy and energy conservation projects to reduce utility bills and greenhouse gas emissions.	Continue to work on providing information and regional programs to all SANBAG members that reduce utility bills and greenhouse gas through energy efficiency and clean energy.	Conduct a joint Solar Power Procurement with cities that are interested in solar power for their facilities.	COG		
			Initiate a Property Assessed Clean Energy program for all of San Bernardino County so property owners can access capital to install energy conservation and clean energy projects.	COG		
	Status Notes				Schedule Notes	

Initiative #2: Accelerate delivery of capital projects

2A	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Effectively advocate to maintain historic funding levels provided by state and federal governments	Work with regional and statewide entities to ensure that MAP-21 is implemented consistent with SANBAG's goals and policy priorities	Q2 - Primary Freight Network designations expected to be released	Legislative and Public Affairs		
			Q2 – Passage of any state legislation in 2013, taking effect in 2014	Legislative and Public Affairs		

Status Notes	Schedule Notes
Working on MAP-21 implementation with regional stakeholders and Caltrans. Bills related to the Active Transportation program and the Congestion Mitigation and Air Quality program are moving through the Legislature and will soon be to the Governor for action. Other efforts with Caltrans are proceeding well regarding implementation efforts that do not require legislative action. Primary Freight Network designations are scheduled to be released in October.	

2B	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Deliver all highway/interchange commitments listed in FY 2013/2014 budget	Commence construction of Lenwood Grade Separation	CTC allocation May 2013	Major Projects		
			Contract bid August 2013	Major Projects		
			Contract award October 2013	Major Projects		

2B (Cont.)	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status	
		Commence construction of Palm Avenue Grade Separation	CTC allocation March 2013	Major Projects			
			Contract bid July 2013	Major Projects			
			Contract award Sept. 2013	Major Projects			
		Commence construction of Baseline Avenue Interchange Improvement	CTC allocation June 2013	Major Projects			
			Contract bid Oct. 2013	Major Projects			
			Contract award December 2013	Major Projects			
		Commence construction of I-10 Tippecanoe, Phase II	Federal Allocation October 2013	Major Projects			
			Contract bid November 2013	Major Projects			
			Contract Award January 2014	Major Projects			
		Complete construction of La Mesa/Nisquali Interchange	Construction completion (open to traffic) Dec. 2013	Major Projects			
		Commence construction of Laurel Street Grade Separation	CTC allocation June 2013	Major Projects			
			Contract bid July 2013	Major Projects			
			Contract award Sept. 2013	Major Projects			
		Complete construction of La Mesa/Nisquali Interchange	Construction completion (open to traffic) July 2013	Major Projects			
		Complete I-215 Segments 1 & 2 construction	Construction completion (open to traffic) January 2014	Major Projects			

2B (Cont.)	*Division Strategy*	*Action Plan*	*Milestones*	*Primary Division*	*Support Division*	*Timetable and Status*
		Complete Northbound Milliken Grade Separation construction	Construction completion (open to traffic) July 2013	Major Projects		
		Complete alternatives analysis of I-10/I-15 Corridor improvements	Board decision on including Express Lanes as an alternative October 2013	Major Projects		
	Status Notes				Schedule Notes	

2C	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Deliver all transit and rail project commitments listed in the FY 2013/2014 budget	Commence construction on Downtown San Bernardino Passenger Rail and Transit Center Projects	Award contract by beginning of Q3	Transit and Rail		
		Complete Redlands Rail PA&ED	Before the end of Q3	Transit and Rail		
		Study alternatives to provide Metrolink service into Ontario Airport	Develop and award RFP by end of Q2	Transit and Rail		

2C (Cont.)	*Division Strategy*	*Action Plan*	*Milestones*	*Primary Division*	*Support Division*	*Timetable and Status*
		On-Call RFP for Transit and Rail Services (Studies, Capital Projects and Operations)	Develop and award RFP by end of Q1	Transit and Rail		
		FTA Grantees	Work with SANBAG departments to comply with FTA guidelines to submit to FTA by end of Q3	Transit and Rail	Fund Administration and Programming, Planning, Procurement, Legal, Legislative and Public Affairs	
	Status Notes				Schedule Notes	

2D	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Deliver the highest quality and most cost effective rail & transit projects and service possible in San Bernardino County	Explore consolidation of various regional transit agencies to provide greater efficiencies and more coordinated service and project delivery	Study consolidation of Victor Valley Transit Agency (VVTA), Barstow Area Transit, Needles Area Transit to a single transit provider	Transit and Rail	Fund Administration and Programming, Legislative and Public Affairs	
			Study the efficiency of all seven transit operators	Transit and Rail	Fund Administration and Programming, Legislative and Public Affairs	
	Status Notes				Schedule Notes	

2E	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Manage TDA funds in accordance with SANBAG Board priorities	Complete Omnitrans COA	Work with joint ad hoc committee and SANBAG Board to resolve outstanding issues by Q2	Transit and Rail		
		Develop long-term plan to ensure cost projections do not exceed revenues for Valley Apportionment (this requires a review of Omnitrans as well as Metrolink expenditures)	Complete by April 2014	Transit and Rail	Fund Administration and Programming	
	Status Notes				Schedule Notes	

Initiative #3: Maximize funding opportunities

3A	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Use strategic programming to ensure that no funds are lost	Manage projects closely with Caltrans to ensure adequate review resources	May 1 is Caltrans' deadline for guaranteed access to federal OA	Fund Administration and Programming	Major Projects/Transit and Rail	

		available when projects ready	June 30 is CTC deadline for project allocation or extension requests	Fund Administration and Programming	Major Projects/Transit and Rail	
	Status Notes				Schedule Notes	
3B	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Protect San Bernardino County's equitable share of available state and federal funds	Develop funding strategies that result in opportunities to seize additional state and federal funds	Use more than 100% federal OA each fiscal year to be candidate for additional OA through August redistribution – Q4	Fund Administration and Programming	Major Projects/Transit and Rail	
		Promote policies to garner more state and federal funding	Ongoing as issues arise	Fund Administration and Programming	Legislative and Public Affairs	
		Advocate legislation that protects and grows state and federal funds	Evaluate results of prior year advocacy efforts – Q2	Legislative and Public Affairs	Fund Administration and Programming	
			Develop platform for next fiscal year – Q2	Legislative and Public Affairs	Fund Administration and Programming	
3B (Cont.)	Status Notes				Schedule Notes	
	Legislative platform update currently underway, revised final drafts to be presented to the Board in November. An End of Year report is also scheduled to go to the Board in November detailing legislation signed by the Governor in 2013 that will impact SANBAG.					

3C	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Develop long-term bonding needs to help leverage other funds and deliver projects	Name financial advisor, bond and disclosure counsel, and investment bankers	Completed by September 2013	Finance		
		Establish 2014 sales tax revenue bond program	Update Ten-Year Delivery Plan – Q2	Fund Administration & Programming	Finance/Planning/Major Projects/Transit and Rail	
	Status Notes				Schedule Notes	
	Finance team will be instrumental in developing bonding needs and in the sale of bonds. October 2013–March 2014					

3D	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Complete analysis of Valley freeway interchange phasing program	Identify opportunities to meet current project goals with reduced project scoping	Devise phasing concepts by Q3	Planning	Major Projects	
			Revise financial plan for interchange program by Q4	Planning	Fund Administration	
	Status Notes				Schedule Notes	
	Analysis has been completed of existing conditions at selected interchanges. Phasing opportunities are being identified through collaboration with the Transportation Technical Advisory Committee and City/County Manager TAC.					

Initiative #4: Transparent and accountable allocation strategies

4A	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Manage geographic equity in fund distribution across the County	Define equity, create tracking database, run through committee and Board, and post on	Develop policies to define geographic areas to be tracked and "equity" by fund source	Fund Administration and Programming	Planning (database development)	

		external (Board) website	– Q1			
			Compile data that will allow for funds to be tracked per policy – Q2	Fund Administration and Programming	Planning (database development)	
			Present findings to Committees/Board and provide link to real-time "dashboard" on external Board website – Q3	Fund Administration and Programming	Planning (database development)	
	Status Notes				Schedule Notes	
	Staff has developed a spreadsheet that calculates distribution of STP, CMAQ, and STIP funds since 2009. Staff will work to develop an automated method of tracking funds that will provide the Board access to a real-time "dashboard" of fund distribution status.					
4B	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Monitor SANBAG cash accounts	Reconcile various bank accounts with general ledger on a monthly basis	Q4 with annual audit report	Finance		
	Status Notes				Schedule Notes	
4C	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Monitor SANBAG fixed assets	Record fixed assets transactions and depreciation quarterly	Q4 with annual audit report	Finance		
		Develop Right-of-Way (ROW) asset		Finance	Rail and Transit	

		management program				
	Status Notes				Schedule Notes	

Initiative #5: Develop marketing strategies to highlight system use and Measure I successes

5A	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Broadcast Measure I project successes	Identify key local and regional projects	Ongoing	Legislative and Public Affairs	COG	
		Create media to display at the Depot, train and bus platforms, and in other media across the County				
		Highlight projects and benefits of each in local and regional publications				
		Leverage other social media resources to broadcast the message				
	Status Notes				Schedule Notes	
	Currently designing a kiosk to be installed at the Santa Fe Depot, Measure I and other project messages to be developed for the kiosk. Use of the kiosk here will be evaluated for use at other rail stations and bus stops. Increased use of social media, including twitter has been beneficial for project updates. Continuing to evaluate additional social media tools for SANBAG use. Measure I informational piece currently being designed and strategy for distribution is currently being evaluated for cost and communication value.					
5B	Division Strategy	Action Plan	Milestones	Primary	Support	Timetable

				Division	Division	and Status
	Highlight transit options to key events across San Bernardino County	Identify events such as NASCAR at the Speedway, 66er's and Quakes games, Ontario Reign games, as well as events at the Orange Show and elsewhere across the County	• As needed in advance of key events • Consider participation in the MSRC's Major Event Transportation Program to large events throughout San Bernardino County	Legislative and Public Affairs	COG	
		Determine transit options to these events (work with Metrolink and local transit providers)				
		Create media to educate the public on alternative transportation options to attend events as well as promoting events themselves (work directly with event sponsors)				
	Status Notes				Schedule Notes	
	Routes and events are being identified, to be implemented as seasonally applicable.					

Initiative #6: Engender public trust

6A	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status

	Continue working with Independent Taxpayer Oversight Committee (ITOC) to secure finding of compliance for Measure I	Provide ITOC with information and convene annual meetings with report out to the Board on findings	Annual	Administration		
	Status Notes				Schedule Notes	
6B	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Promote use of public transit by large employers and educational facilities	Identify large employers and educational facilities to participate in rail & transit pass programs	Work with Metrolink, Omnitrans and the other transit providers to explore options for developing an employer/educational rail & transit pass program	Rail and Transit	Legislative and Public Affairs	
	Status Notes				Schedule Notes	
6C	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Provide safe public	Evaluate security at	Through the on-call	Transit and Rail		

	transit facilities	Metrolink stations and for future DSBPRP/ RPRP. Educate SANBAG staff regarding safety around Santa Fe Depot	RFP, study possible consolidation of security for the existing seven Metrolink stations as well as for the San Bernardino Transit Center			
			Conduct training sessions at staff meetings and through other communications regarding safety around the Depot during construction of the DSBPRP and post construction.	Transit and Rail		
	Status Notes				Schedule Notes	
6D	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Secure an unqualified opinion of annual financial statements		Due Q4 annually	Finance		
	Status Notes				Schedule Notes	
6E	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Complete timely audits	Manage audit	• Meet with	Transit and Rail	Finance	

	of all TDA recipients	consultant to ensure completion of all seven audits Educate transit operators on expectations for audits Provide update of audits to Board and local Transit Boards	Operators and Auditors to develop a time table and action plan for milestones • Work closely with Operators and Auditors to ensure work begins quickly after the end of fiscal year • Provide assistance and direction quickly on critical issues Due end of Q2 annually			
	Status Notes				Schedule Notes	
6F	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Update SANBAG budget document	Evaluate current and future changes to budget document working in concert with ad hoc (need direction from ad hoc for changes by October Board meeting to implement in following FY budget)	Review current budget document with to-date changes	Finance		
			Identify short-term improvements and changes to current budget document	Finance		
			Identify long-term structural improvements and changes to budget document	Finance		
6F	Status Notes				Schedule Notes	

(Cont.)						
Initiative #7: Develop information for 2015 re-evaluation of Measure I Expenditure Plan and to feed 2016 SCAG RTP/SCS						
7A	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Develop Countywide Transportation Plan (CTP)	Work with SCAG and local jurisdictions on 2040 growth forecasts.	Tentative city-level growth forecast by Q2	Planning	All	
			Tentative TAZ-level and adjusted city-level forecast by Q3			
		Identify transportation and land use scenarios for evaluation.	Develop base network by Q2			
			Develop scenarios for analysis by Q3			
	Status Notes			Schedule Notes		
	Scope of work for CTP was developed and existing conditions are being documented in FY 2012-2013. The Measure I 2010-2040 Ordinance states: "Beginning in 2015 and at least every ten years thereafter, the Authority shall review and, where necessary, propose revision to the Expenditure Plan." The purpose of this strategy is to lay the foundation for the re-evaluation of the Expenditure Plan required in 2015.					
7B	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Identify issues and develop data for consideration in 2015 re-evaluation of the Measure I Expenditure Plan	Hold discussions with Board members and TACs regarding issues that should be addressed in re-evaluation.	Develop "Issues Paper" by Q2 and review with Board and TACs.	Planning	All	
		Provide analysis of issues and options for further review by Board.	Develop "Options Paper" by Q4	Planning	All	
7B	Status Notes			Schedule Notes		

(Cont.)						
7C	Division Strategy	Action Plan	Milestones	Primary Division	Support Division	Timetable and Status
	Develop draft freight strategy for County	Collaborate with public agency partners and stakeholders from industry to identify freight mobility goals, strategies, and projects.	Conduct interviews with local government and industry stakeholders in Q1	Planning	Major Projects/Fund Administration, Legislative and Public Affairs	
			Prepare "white paper" of current freight issues in Q2			
			Prepare draft freight strategy in Q3			
			Finalize freight strategy in Q4			
	Status Notes				Schedule Notes	
7D	**Division Strategy**	**Action Plan**	**Milestones**	**Primary Division**	Support Division	Timetable and Status
	Define a realistic strategy for sustainability in land use and development for the County, in the context of the SCAG RTP/SCS	Develop sustainability alternatives for consideration by jurisdictions and the Board	Document existing sustainability initiatives in Q1	Planning	Transit and Rail	
			Identify sustainability options by Q3			
7D	**Status Notes**				Schedule Notes	

(Cont.)	SCAG, County Transportation Commissions, and local governments are responsible for implementing the 2012 RTP/SCS. SCAG has a working group to facilitate implementation regionally. This activity reflects SANBAG's role to facilitate and coordinate implementation at the county level, as appropriate.						
7E	**Division Strategy**	**Action Plan**	**Milestones**	**Primary Division**	Support Division	Timetable and Status	
	Define San Bernardino County strategy for Active Transportation (AT)	Develop alternatives and determine funding options	Define AT initiatives for FY 13-14 by Q1	Planning	Transit and Rail/Major Projects/Fund Administration		
			Identify funding options by Q2	Planning	Transit and Rail/Major Projects/Fund Administration		
			Define implementation strategy and update NMTP accordingly in Q3	Planning	Transit and Rail/Major Projects/Fund Administration		
	Status Notes				Schedule Notes		
	SANBAG previously developed and approved the Countywide Non-Motorized Transportation Plan (NMTP). This activity seeks to coordinate implementation of the NMTP and related active transportation strategies with local governments and other stakeholders.						

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

■ 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: November 6, 2013

Subject: Memorandum of Understanding (MOU) Authorizing Collaboration between San Bernardino Associated Governments (SANBAG) and the Southern California Association of Governments (SCAG) to Implement the 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)

Recommendation:* Approve Contract No. C14077 Memorandum of Understanding authorizing collaboration between SANBAG and SCAG to implement the 2012-2035 RTP/SCS.

Background: The SCAG Regional Council unanimously adopted the 2012-2035 RTP and the region's first SCS on April 4, 2012. The adopted RTP/SCS includes land use and transportation strategies that will support the region in meeting the established Greenhouse Gas (GHG) reduction targets of 8% per capita by 2020 and 13% per capita by 2035.

While SCAG develops the RTP/SCS, the land use and transportation changes within it are largely driven by the respective actions of local governments and County Transportation Commissions, like SANBAG, that program the majority of transportation funds flowing into the region. It is therefore critical that the Transportation Commissions be engaged in the implementation of the Plan in order for its benefits to be realized. In addition, the RTP/SCS is updated every four years, and progress toward

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1311a-ss
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311a1-ss.docx

the implementation of the RTP/SCS needs to be reflected in the 2016 RTP/SCS.

The attached Memorandum of Understanding affirms SANBAG's intent to collaborate with SCAG to implement the RTP/SCS and identifies specific activities that reflect that intent. A number of these activities have already been initiated, and progress has been reported to the SANBAG Board in prior agenda items. Several of the initiatives in the MOU could be viewed as part of SANBAG's Council of Governments (COG) function, more so than our Commission function, but have been included because they clearly play a role in the implementation of the RTP/SCS. Examples include implementation of the San Bernardino Countywide Vision and the San Bernardino County Regional Greenhouse Gas Reduction Plan by SANBAG and local jurisdictions.

SANBAG currently collaborates with SCAG on a broad range of transportation and sustainability initiatives. As part of these collaborative efforts, SANBAG was directly involved in the development of the 2012-2035 RTP/SCS and is currently involved in development of the 2016-2040 RTP/SCS. SANBAG submitted a letter to SCAG in February 2012 supporting adoption of the 2012-2035 RTP/SCS. The SANBAG Board has also demonstrated leadership and support for advancing sustainable transportation options in its countywide planning capacity.

Progress on implementation of various aspects of the RTP/SCS and related sustainability initiatives will be reported to the SANBAG Board on a periodic basis. SCAG staff will also report progress to SCAG's Energy and Environment Committee, beginning in January 2014. The Los Angeles County Metropolitan Transportation Authority (LA Metro) has had a similar sustainability resolution/MOU in place for almost one year, and progress is being reported to Metro's Ad Hoc Sustainability Committee and the SCAG Energy and Environment Committee. SCAG is in discussions with the other County Transportation Commissions as well, regarding execution of similar sustainability MOUs with SCAG.

Funding for specific studies to be conducted under the umbrella of this MOU is either already in place or has been secured through the SCAG Sustainability Grant program or through Caltrans planning grants. However, the exact timing of the availability of the SCAG grant funds remains to be worked out. Funding opportunities for additional

sustainability initiatives will be identified and reviewed with the SANBAG Board as appropriate.

Financial Impact: This item has no impact on the current Fiscal Year 2013/2014 budget. All staff activity associated with this item is consistent with Task No. 0404 Subregional Planning.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 9, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

Responsible Staff: Tim Byrne, Chief of Planning

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14077 Amendment No. _____

By and Between

Southern California Association of Governments (SCAG) and San Bernardino Associated Governments (SANBAG)

Contract Description MOU to implement the 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)

Board of Director's Meeting Date: November 6, 2013
Overview of BOD Action: Approved as presented.
Is this a Sole-Source procurement? ☐ Yes ☐ No N/A

CONTRACT OVERVIEW

Original Contract Amount	$	0	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	0	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	0

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
November 6, 2013	December 31, 2018	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0110.
☐ 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:*
No Funding necessary.
☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Steve Smith	Steve Smith	10/24/31
Project Manager (Print Name)	Signature	Date
Steve Smith	Steve Smith	10/24/31
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	10/24/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		10/24/13
Contract Administrator (Print Name)	Signature	Date
W. STAWARSKY		10/28/13
Chief Financial Officer (Print Name)	Signature	Date

MEMORANDUM OF UNDERSTANDING NO. 13-__

BETWEEN THESOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) AND THE SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)

CONCERNING COLLABORATION BETWEEN SANBAG AND SCAG TO IMPLEMENT THE 2012-2035 REGIONAL TRANSPORTATION PLAN/SUSTAINABLE COMMUNITIES STRATEGY (RTP/SCS)

Whereas, the development of a regional Sustainable Communities Strategy is required by state law under California's Sustainable Communities Strategy and Climate Protection Act, commonly referred to as Senate Bill 375, and is a critical element of achieving statewide greenhouse gas (GHG) reduction goals established in the Global Warming Solutions Act of 2006 (Nunez, Chapter 488, Statutes of 2006), commonly referred to as AB 32;

Whereas, a regional Sustainable Communities Strategy is a component of the Regional Transportation Plan that specifies how the GHG reduction targets established for a region by the California Air Resources Board (CARB) will be achieved;

Whereas, on April 4, 2012, the Southern California Association of Governments Regional Council unanimously approved the region's first RTP/SCS;

Whereas, the adopted RTP/SCS includes land-use and transportation strategies that will support the region in meeting the established GHG reduction targets of 8% per capita by 2020 and 13% per capita by 2035;

Whereas the Air Resources Board on June 4, 2012, accepted the SCAG Sustainable Communities Strategy as having met the GHG target;

Whereas, by virtue of having met the state established GHG target, local governments in the SCAG region may choose to access a streamlined process under the California Environmental Quality Act (CEQA) for certain types of qualifying development projects;

Whereas, the RTP/SCS provides additional co-benefits including reducing land consumption, infrastructure costs, household costs, health incidences as well as improving mobility and creating jobs;

Whereas, SCAG developed the RTP/SCS in collaboration with SANBAG, other County Transportation Commissions, and local governments from the six-county Southern California region through a bottom-up, collaborative process that engaged a wide range of stakeholder groups, elected officials, special interest groups, and the general public through a series of workshops and public meetings;

Whereas, the RTP/SCS addresses many challenges including projected growth, changing demographics, climate change adaptation, housing needs, and transportation demands;

Whereas, the RTP/SCS includes a land-use strategy and growth forecast that focuses growth in High-Quality Transit Areas and along main streets, downtowns and other appropriate infill locations; recognizes a shift in development from single-family toward multi-family residential development to reflect recent market trends; and promotes the implementation of Compass Blueprint Demonstration projects and other supportive land use implementation;

Whereas, the RTP/SCS includes transportation policies and investments that: reflect the investments being made by the County Transportation Commissions through 2035; triple the amount of funding available in the previous RTP to support Active Transportation; emphasize and provide additional resources for transportation demand management strategies and transportation systems management; maintain a focus on efficient goods movement; and establish a financial plan that addresses deferred maintenance and includes new revenue sources and innovative financing techniques to transition our fuel tax-based system to a more direct, user fee approach;

Whereas, while SCAG develops the RTP/SCS, the land-use and transportation changes within it are largely driven by the actions of local governments and County Transportation Commissions, like SANBAG, that program the majority of transportation funds flowing into the region;

Whereas, it is therefore critical that SANBAG be engaged in the implementation of the RTP/SCS in order for the RTP/SCS's benefits to be realized, as well as to ensure the region continues to make progress that can be reflected in the 2016 RTP/SCS;

Whereas, CARB through the AB 32 Cap-and-Trade Program may be providing funding for programs and projects throughout the state that reduce GHG emissions and help implement local climate action plans;

Whereas, SANBAG submitted a letter to SCAG dated February 14, 2012, supporting approval of the RTP/SCS by the April 2012 deadline and has committed staff support in the implementation of the RTP/SCS;

Whereas, SANBAG has demonstrated leadership and strong support for advancing sustainable transportation options in the region through a broad range of actions including: adopting the San Bernardino Countywide Vision (Countywide Vision), which includes multiple elements related to sustainability; investing in transit; preparation of the countywide Non-Motorized Transportation Plan; coordinating with local jurisdictions on land use strategies for transit corridors; participating in 14 local Compass Blueprint Projects since 2006; collaborating with the San Bernardino County Active Transportation Network; leading the effort to develop the San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan; programming federal funding for clean fuel buses; programming federal and State funding for bicycle infrastructure; advancing bicycle policies; supporting applications for sustainability grant programs; implementing the San Bernardino County HERO (Home Energy and Renovation Opportunity) program and joint Solar Power Purchase Agreement program; developing countywide public health framework; applying state and federal grants in partnership with a private fleet to deploy a clean fuel truck fleet; and adopting policies that reduce the agency's environmental footprint as well as promote

cleaner air, GHG reduction, healthier communities, and a stronger economy through transportation planning and programming, among others;

Whereas, to continue to demonstrate countywide leadership on sustainability issues, SANBAG will continue to implement the Countywide Vision in partnership with local jurisdictions and stakeholder groups. Five Vision Elements are pertinent to sustainability in varying degrees: the Environment, Housing, Infrastructure, Quality of Life and Wellness Elements. Although the Vision will not contain a stand-alone sustainability policy, sustainability principles will be integrated within the elements listed above. In addition, individual jurisdictions incorporate sustainability planning policies into their General Plans. The further development and sharing of this information will continue to occur through regular meetings of the SANBAG Planning/Community Development Directors and SANBAG policy committees;

Whereas, implementation of the Countywide Vision, in conjunction with the implementation of the RTP/SCS, will advance SANBAG's mission of creating a more efficient and effective transportation system in concert with a broad set of sustainability priorities that are increasingly important to SANBAG's member agencies and constituents; and

Whereas, SANBAG and SCAG currently collaborate on a broad range of initiatives to advance common transportation objectives, and it is in the interest of both agencies to continue to leverage resources toward achieving the common goals expressed in the RTP/SCS and the Countywide Vision and toward creating a more sustainable transportation system.

Now, therefore, be it resolved by the Board of Directors of the San Bernardino Associated Governments that the Executive Director is authorized to initiate and/or continue the following RTP/SCS implementation activities, to be referred to collectively as the **RTP/SCS Joint-Work Program:**

PLANNING WORK/PRODUCTS

(1) Continue SANBAG's leadership role in the development and implementation of the San Bernardino Countywide Vision. The SANBAG role is to facilitate several of the Vision Elements and to serve as a convener of leadership and ideas for moving the county forward with Countywide Vision implementation. The Vision effort includes groups working in the following subject areas: education, environment, housing, jobs/economy, public safety, water, and wellness. SANBAG will be involved in all elements to link these subject specific groups to the elected leadership and policy makers from every city. SANBAG will also be the lead on the environment and jobs/economy groups.

(2) Initiate implementation of the recommendations in the Final Report entitled "Improvement to Transit Access for Cyclists and Pedestrians" to "extend" the station areas and expand the reach of transit in transit catchment areas and at transit stops in the Metrolink and E Street sbX corridors. The report documents processes, guidelines, and specific improvements that serve as a resource for local governments seeking to partner with the SANBAG, Omnitrans, and SCAG on bicycle/pedestrian improvements in

high-capacity transit station catchment areas. Additional funding will be sought to advance implementation of these improvements. Opportunities to optimize access through programmatic, technology and/or marketing solutions in the transit catchment areas will also be explored.

(3) Develop a Countywide Safe Routes to School Inventory to help local communities identify SRTS needs and to prioritize the most cost-effective and competitive projects. The Inventory will: document current SRTS efforts and needs; coordinate with agencies, organizations, and stakeholders for exchange of information and ideas; and identify options for pursuing additional funding sources to increase SRTS investment in San Bernardino County.

(4) Support SCAG in developing a Conservation Planning Policy, as recommended in the 2012-2035 RTP/SCS. This policy is intended to build upon already-established programs that assist with more efficient transportation project delivery, including but not limited to, OCTA's Measure M Environmental Mitigation Program and Riverside County's Multiple Species Habitat Conservation Plans (MSHCP). The policy will explore opportunities to optimize the use of transportation mitigation funds to support natural land restoration, conservation, protection and acquisition, and will offer GHG emissions reduction benefits. The deliverables will likely include identification of priority conservation areas and the development of regional mitigation policies or approaches for the 2016 RTP/SCS. SANBAG will coordinate with SCAG on the development of policies appropriate for San Bernardino County in conjunction with proposals for more comprehensive habitat preservation/conservation approaches undertaken within the Environment Element of the Countywide Vision.

(5) Explore opportunities, together with SCAG, to expedite Active Transportation funding planned in the RTP/SCS for local infrastructure to support the operation and expansion of the rail and Express Bus/Bus Rapid Transit systems and for improved bicycle/pedestrian connectivity county-wide. SANBAG will complete a bicycle system "Gap-closure Analysis" in conjunction with local jurisdictions, and will amend the San Bernardino County Non-Motorized Transportation Plan (NMTP) accordingly. SANBAG will develop a funding strategy for specific Active Transportation priority projects in the NMTP and identify specific funding opportunities for each project, such as grant applications, calls for projects, and allocation of Federal, State, and local formula funds, as appropriate. This will include pursuing funding for improvements identified in the study "Improvement to Transit Access for Cyclists and Pedestrians". A mobile bicycle map application will also be developed under the SCAG Sustainability Grant program, as funding becomes available.

(6) Support SCAG in conducting a High Quality Transit Area Study to review possible incentive programs that could be offered by SANBAG and SCAG to help realize the RTP/SCS vision for reducing GHG emissions and capturing growth in High Quality Transit Areas (as defined in the RTP/SCS). The study should document existing rules and practices, consider best practices, and provide recommendations for program modifications. The study will be initiated when additional SCAG funding or staff resources become available.

(7) Conduct the study "**Creating a Vision and Implementation Strategy for Sustainability in the San Bernardino Metrolink Corridor**" under the Caltrans Statewide or Urban Transportation Planning Grant program. The purpose of the effort is to provide focus on the corridor in San Bernardino County with the greatest near-term opportunities for transit-oriented development. The study will identify ways to overcome barriers to further TOD implementation in Metrolink station areas and will identify investment needs for additional transit infrastructure to stimulate the additional TOD planned for in the RTP/SCS.

(8) Continue collaborative efforts to improve **Performance Measurement and Monitoring** of the benefits and co-benefits (health, greenhouse gas reduction, etc.) of transportation projects and plans through efforts such as: monitoring of travel time on major highways through upgrades to the Congestion Management Program (CMP); monitoring of transit performance; collection of bicycle use data through the bicycle data clearinghouse; monitoring of milestones for the Countywide Vision; continuation of the San Bernardino County Community Indicators Reports, and preparation of the San Bernardino County Community Vital Signs Report.

(9) Support the SCAG RTP/SCS through the coordinated development of complete streets policies and implementable strategies by identifying the following: achievable opportunities for deployment of complete streets strategies in a way that recognizes the diversity of urban and rural contexts in San Bernardino County; principles for integration of "complete streets thinking" into arterial network and land use planning within the County; specific locations that could serve as opportunities for low cost "early action" complete streets projects; possible incentives for the planning and development of complete streets projects in the County.

ADVOCACY

(10) Seek funding and support legislative initiatives to assist local agencies with planning, programming, and/or capital funds to implement Compass Blueprint projects or other innovative, multimodal approaches that exemplify the direction of the Countywide Vision and transit-oriented development (TOD).

(11) Pursue grant funding to incentivize additional freight vehicle conversion to clean energy sources and to support the installation of associated fueling stations, similar to the Ryder fleet conversion previously sponsored by SANBAG. SANBAG will track advancements in technology in the clean fuels arena and will work with public and private sector partners to marry funding opportunities with cost-effective fleet conversion opportunities.

(12) Work with state and federal representatives to **Develop Legislation** in support of the above activities and the broader goals of the RTP/SCS. Progress on these items shall be reported to the SANBAG General Policy Committee, or other appropriate ad hoc committee, and SCAG's Energy and Environment Committee on a quarterly basis starting January 2014. An interim report on the RTP/SCS Joint-Work Program shall be prepared by January 2015 and include recommendations to the SANBAG Board and SCAG Regional Council for inclusion in the 2016 RTP/SCS.

COORDINATION

(13) Appoint a representative to the **Regional Sustainability Working Group,** an effort initiated by the CEOs of County Transportation Commissions and led by SCAG, to actively work on the implementation of the RTP/SCS, document and monitor progress, and develop recommendations for opportunities in the upcoming 2016-2040 RTP/SCS.

(14) Continue SANBAG's involvement in the San Bernardino Active Transportation Network (Network). The Network is a convening of county agencies, community organizations, residents and cities interested in improving the experience of and increasing facilities for walking and bicycling in San Bernardino County. In addition to SANBAG, some of the stakeholders include Omnitrans, San Bernardino County Public Health Department, Safe Routes to School (SRTS) National Partnership, American Lung Association and Inland Empire Bicycle Alliance. The Network aims to: expand on the region's multi-modal planning efforts, especially for bicyclists and pedestrians; improve safety and accessibility for bicyclists and pedestrians; assist in the county implementation of the RTP/SCS; and further improve the quality of life in the county, including economic development, air quality, public health and connectivity. It is also intended to create a space for cities, agencies, organizations and communities to collaborate, educate and impact local and regional policies as partners.

(15) Continue to support SCAG and collaborate with regional stakeholders on the Regional Plug-In Electric Vehicle (PEV) Readiness Plan, to identify the best locations for charging infrastructure based on market demand and travel patterns. The Regional PEV Readiness Plan will become part of a larger effort to support regional sustainability while promoting economic development within the green technology sector. SCAG will continue to work with a diverse group of stakeholders to serve as a clearinghouse for zero and near-zero emission vehicle resources and implementation strategies. The key deliverables include a Regional PEV Readiness Plan and two model Subregional PEV Readiness Plans (South Bay and Western Riverside COGs). This effort is funded with grants obtained from the California Energy Commission and the U.S. Department of Energy.

(16) Support local jurisdictions in developing Climate Action Plans (CAPs) that would serve as the local implementation and monitoring documents for the reduction of greenhouse gases in response to Assembly Bill 32, the Global Warming Solutions Act of 2006. SANBAG will collaborate with local jurisdictions to develop templates jurisdictions may use as starting points for incorporation of specific schedule, funding, and implementation action items into their CAPs. SANBAG is nearing completion on a 21-city partnership effort to develop a Regional Greenhouse Gas Emissions Inventory and Reduction Plan and its associated Environmental Impact Report. The Plan and EIR will be used as the foundation for the local jurisdictions' CAPs.

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

■ 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: November 6, 2013

Subject: San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report (EIR)

Recommendation:* Receive a report on SANBAG's response to the Building Industry Association's request for delay in the release of the draft EIR for the San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan.

Background: In 2006, the California legislature passed Assembly Bill (AB) 32. The law establishes a limit on greenhouse gas (GHG) emissions for the state of California to reduce state-wide emissions to 1990 levels by 2020. The law directed the California Air Resources Board (CARB) to develop a plan (AB 32 Scoping Plan) that charts a path toward the GHG reduction goal using all technologically feasible and cost effective means. The AB 32 Scoping Plan recommends that California cities and counties seek to reduce their GHG emissions consistent with statewide reductions. Senate Bill (SB) 375, passed in 2008, requires regional transportation planning to promote reductions in passenger and light duty vehicle GHG emissions.

In response to these initiatives, an informal project partnership, led by SANBAG, is cooperating in compiling an inventory of GHG emissions and an evaluation of reduction measures that could be adopted by the 21 partnership cities within San Bernardino County. The 21 cities participating in this project are Adelanto,

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.

BRD1311b-ss
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311b1-ss.pdf

Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Victorville, Yucaipa, and Yucca Valley.

Each of the 21 participating cities has worked extensively with the consulting team to craft a GHG reduction plan that is consistent with its local jurisdiction goals and policies. Each of the cities has identified its own GHG reduction target and GHG reduction measures designed to reach that target. These are reflected in the SANBAG GHG Reduction Plan. The draft Regional GHG Plan was posted to the SANBAG website in July 2013, with release of the draft EIR scheduled for later in 2013.

A letter dated September 26, 2013 was received from the Baldy View Chapter of the Building Industry Association (BIA) requesting a delay in the release of the draft GHG Plan and EIR. The BIA provided public comments in support of their letter at the October 2, 2013 meeting of the SANBAG Board of Directors. The SANBAG Board asked staff to poll the 21 participating cities regarding the potential impact of the delay on the development of the cities' Climate Action Plans (CAPs) and to report the results back to the next Metro Valley Study Session (October 10th) and Mountain/Desert Policy Committee (October 18th). The BIA letter is attached to this agenda item.

As indicated in both their letter and testimony, the BIA is requesting that SANBAG delay the release of the EIR to allow time for development of Climate Action Plan implementation tools under a grant being provided to SANBAG by the Southern California Association of Governments (SCAG). The letter and testimony also included a request to hold one or more workshops between the BIA, SANBAG Board Members and staff to better understand how the reduction measures will work. Other stakeholders would also be invited to participate in any workshops held.

SANBAG staff explained at the October 2 Board meeting that the Regional GHG project was structured so that the cities would take on their individual CAP preparation responsibilities following SANBAG approval of the Regional GHG Plan and certification of the EIR. The CAPs would be based on material in the Regional GHG Plan but would add city-specific implementation and monitoring mechanisms. It is recognized that each city may have a slightly different strategy for preparing a CAP and will be on individual timelines.

Staff indicated that it would be important to approve the Regional Plan and EIR in the near future so that those cities on shorter timelines may move forward according to their own individual needs. Staff also indicated that the cities should

be the primary ones to determine whether a delay in the release in the EIR would be problematic. SANBAG is a facilitator of the preparation of the GHG Plan and EIR, but has no significant stake in the timeline ourselves. The cities have the implementation responsibility, so we are listening closely to what they have to say.

The SANBAG Board decided, at its October 2 meeting, to defer any decision to delay the release of the EIR until feedback is received from the 21 participating cities. SANBAG staff subsequently polled local jurisdictions in an e-mail dated October 3, 2013, requesting a response to two questions:

> "1) Would your plans to develop your CAP be significantly impacted by a 1-2 month delay in the release of the draft EIR to accommodate a workshop with the BIA and other stakeholders prior to the release of the draft EIR?
> 2) Would your plans to develop your CAP be significantly impacted by an approximate 6-month delay in the release of the draft EIR to accommodate development of the CAP implementation and monitoring tools for potential use in your Climate Action Plan and review of those tools by the stakeholders.
>
> If your answer to either of these questions was 'yes' please comment about how either of these delays would affect your plans for CAP development."

The cities had previously received a SANBAG e-mail with a copy of the BIA letter on October 1.

The following are the results of the survey:

- Out of 15 cities responding, 11 responded "no" to both questions, that is, their plans to develop their CAPs would not be significantly impacted. These cities included Big Bear Lake, Chino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Rancho Cucamonga, Redlands, San Bernardino, and Yucca Valley.
- Three cities responded "yes" to both questions – Chino Hills, Ontario, and Yucaipa
- One city, Victorville, responded "no" the first question and "yes" to the second.
- The City of Chino already had to move forward with their own EIR, based on the timeline specified in their Settlement Agreement to have an approved CAP by the end of this calendar year.

As planned, staff presented the results of the survey to the Metro Valley Study Session on October 10 and the Mountain Desert Committee on October 18 and

discussed the implications of the results. The BIA letter was attached to the agenda items for both committees. The following represent the points presented and discussed:

1. Even though most cities can wait longer for completion of the Plan and EIR, SANBAG must also take seriously the cities that have expressed concerns about the delay. All 21 cities are connected to this Plan and EIR at this point, and it would be challenging and more costly to start extracting cities from this process, when we are so close to release of the draft EIR.
2. SANBAG understands the concerns of the building industry with the additional requirements being placed on them. But there is no avoiding GHG analysis, given where the State is on this issue, and having CAPs in place should help provide some certainty and consistency to the process for the development community. The CAPs will help avoid more costly project-by-project environmental documentation for GHG.
3. The draft GHG Inventory and Reduction Plan has been available on SANBAG's website for over 3 months, and the Plan contains much of the substance – the GHG inventory, reduction targets, reduction measures, etc., as individually selected by each of the cities. The draft EIR is lengthy, but staff is also committed to spending the time necessary with the interested parties to walk them through the EIR, and the sections they need the most attention. This EIR, which is relatively consistent from city to city, will be much easier to review than 21 individual EIRs would have been.
4. Nevertheless, staff suggested extending the draft EIR review period to 60 days, rather than the originally intended 45 days. CEQA guidelines specify minimum review periods of 30 days for non-State agencies and maximum review period of 60 days. Therefore, 60 days is the most that SANBAG can offer. SANBAG cannot provide for external review of the draft EIR prior to its public release.
5. In addition, staff has committed to schedule two public workshops, one on October 23 and one on November 20, both following our monthly Planning and Development Technical Forum (Planning Directors) meeting. On October 23 staff walked the interested parties through the draft Plan and EIR in detail and answered questions. November 20 will be an additional opportunity for individuals and agencies to ask questions and make public comments.
6. In addition, staff will continue to answer individual questions about the Plan, such as those the BIA has previously posed regarding Title 24.
7. The implementation tools that we have proposed to help the cities develop, at their option, are not part of the EIR project definition, but are the "how to's" that each city will use to actually make their individual GHG reduction plans work for them. The tools will be there as a resource for individual cities that would like to use them. The BIA and others will have an opportunity to

interact with cities and SANBAG as the cities craft their individual CAPs and provide comments on the implementation and monitoring mechanisms included in them. We would plan to involve the BIA and other stakeholders in the process of reviewing the tools developed through the SCAG grant.

In summary, while the two SANBAG committees did not believe it to be necessary to delay the release of the EIR further, staff committed to extending the comment period to 60 days, scheduling two public workshops, and continuing to respond to individual questions about the Plan and EIR as they arise. SANBAG subsequently released the draft EIR on October 21. The draft Plan and EIR may be viewed on SANBAG's website at: http://www.sanbag.ca.gov/planning2/plan_greenhouse.html.

Financial Impact: This item is consistent with the adopted Fiscal Year 2013-2014 budget, Task 0495. The Greenhouse Gas Reduction Plan and EIR are being funded primarily from contributions from the 21 participating cities, Council of Governments dues, and Measure I 1990-2010 Transportation Management and Environmental Enhancement funds. A delay in release of the draft GHG Reduction Plan EIR and the holding of one or more workshops would result in an increase in the cost of consulting services, depending on the impact of the resulting discussions on the draft Plan and EIR.

Reviewed By: The information in this agenda item was reviewed by the Metro Valley Study Session on October 10, 2013 and the Mountain/Desert Committee on October 18, 2013.

Responsible Staff: Raymond Wolfe, Executive Director

Baldy View Chapter

Building Industry Association
of Southern California, Inc.

8711 Monroe Court, Suite B
Rancho Cucamonga,
California 91730
ph 909.945.1884
fx 909.948.9631
www.biabuild.com

September 26, 2013

President Bill Jahn
SANBAG
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

SUBJECT: GREENHOUSE GAS INVENTORY REDUCTION PLAN, PROGRAM ENVIRONMENTAL IMPACT REPORT, CLIMATE ACTION PLAN IMPLENTATION TOOLS

Dear President Jahn and Fellow SANBAG Board Members,

We greatly appreciate the previous meetings with SANBAG staff regarding the Regional Greenhouse Gas (GHG) Inventory Reduction Plan (GHG Plan). However, we remain concerned that the preparation of the GHG Plan lacks the benefit of advance input from the BIA Baldy View Chapter (BIA).

The GHG Plan and pending release of the Program Environmental Impact Report (PEIR) will likely result in significant development policy changes. While there is no debating the state's required GHG reduction targets, we urge SANBAG to refrain from exceeding this aggressive state mandate. Similarly, it is imperative that SANBAG promote a flexible and broad menu of GHG reduction mitigation options that remain mindful of limiting the added burden of increased costs solely to new construction.

In order to be affective, it is important that any Climate Action Plan (CAP) be comprehensive and includes all sources of GHG emissions and equivalent measures, including existing construction. In keeping with SANBAG's mission of strengthening countywide economic development efforts, this process should work diligently to limit new policies with the potential to adversely impact the significant job creation linked to the San Bernardino County home building industry.

By design, the participating 21 cities have contributed funds to SANBAG to prepare the aforementioned documents to assist in the preparation and adoption of local Climate Action Plans. Likewise, SANBAG has also received a grant from SCAG to assist in the preparation of Climate Action Plan Implementation Tools (CAP Tools) that will likely be used by cities throughout San Bernardino County.

As such, we respectfully submit the following recommendations:

1. To delay the public comment period of the PEIR until the CAP Tools are made available to us for advance review/comment and to hold a workshop(s) with the BIA.

2. To allow BIA a 30-day advanced review of the PEIR and to hold a workshop(s) with the BIA prior to its release.

3. To forego a piecemeal approach and submit the GHG Plan, PEIR and completed CAP Tools as a comprehensive package for the appropriate public comment period.

The BIA recognizes that many local governmental agencies wish to play a role in meeting state greenhouse gas reduction targets and addressing climate change concerns. A local CAP, when it is thoughtfully considered, can be an appropriate means by which a local government adopts policies and goals aimed at addressing climate change concerns. Southern California home builders believe in doing their part to address climate change concerns through our development and redevelopment efforts.

To that point, Southern California home builders and developers have long led the nation in such areas as new home energy efficiency and resource conservation. When local governments develop CAPs, any new mandates and limitations placed on the development of new homes should not be so burdensome as to prevent or suppress home building activities. Instead, CAPs should be designed to assure that state policies concerning climate change are addressed with a jurisdiction-wide approach that does not unreasonably burden any economic sector or stifle new economic activity which is needed to fuel badly needed job creation.

The economic and job implications of the GHG Plan, PEIR and CAP Tools all point to the need for advance input from the BIA. We urge your consideration of the three aforementioned recommendations. Thank you for your consideration.

Sincerely,

Carlos Rodriguez

Carlos Rodriguez, CEO
BIA Baldy View Chapter

CC: L. Dennis Michael, SANBAG Vice-President
Supervisor Janice Rutherford, SANBAG Immediate Past President
Dr. Ray Wolfe, SANBAG Executive Director
Greg Devereaux, CEO, County of San Bernardino

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Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: November 6, 2013

Subject: SANBAG Non-Motorized Transportation Plan (NMTP) Bicycle Facility Gap Closure Recommendations

Recommendation:* Approve amendments to the Non-Motorized Transportation Plan as listed in Attachment A to this agenda item.

Background: The San Bernardino County Non-Motorized Transportation Plan (NMTP) was approved by the SANBAG Board in March 2011. The NMTP details plans and policies for encouraging active transportation, guidelines for developing non-motorized infrastructure, and implementation priorities for regional projects. Conformity to the NMTP traditionally has been an eligibility requirement of the State of California for local jurisdictions to receive grant funds through the Bicycle Transportation Account (BTA). With recent changes in the State funding structure, conformity to NMTP will likely be a requirement for receiving the larger State's Active Transportation Program (ATP) funds.

The adopted NMTP outlines recommendations for next steps to further develop and implement the non-motorized transportation strategies. One of the recommendations in the adopted document highlights the importance of maintaining connectivity between jurisdictions to ensure

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1311a-jl
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311a1-jl.pdf

systematic improvements to the regional network. To achieve regional connectivity, the recommendation also notes taking advantage of "low-hanging fruit," by closing gaps in the regional bicycle system.

Accordingly, SANBAG staff conducted an initial in-house gap closure inventory of all existing and proposed Class I, II and III bicycle facilities in the County. Class I includes separated bicycle paths; Class II includes striped bicycle routes within the street; and Class III includes signed bicycle routes with no separately striped lane for bicycles. The proposed amendments have been reviewed by the local jurisdictions. Chapter 5 of the NMTP consists of local jurisdiction specific plans that include maps and tables of existing and proposed bicycle facilities as well as priority improvements. Staff is proposing to amend each of the Bicycle Facilities figures, Existing Condition tables, Future Improvements tables, Priority tables, and other text changes included in chapter 5 by adding and updating the projects described in Attachment "A". Costs are approximate planning-level costs and will be refined as specific projects are proposed for development and construction. It should be noted that additional comments have come in on proposed amendments to the NMTP following the comment due date. These will be included in a future agenda item so as not to delay approval of the amendments in this item.

The following criteria were mainly considered in developing the gap closure amendments for the bicycle facilities:

- Connections to major destination points especially around Metrolink stations, based on recommendations in the report *Improvement to Transit Access for Cyclists and Pedestrian.*
- Connectivity within and across jurisdictional boundaries and facilities
- Connectivity with regional backbone networks (existing and proposed Class I Facilities)
- Connectivity with existing facilities
- Physical characteristics of roadways and suitability for accommodation of bicycle facilities

Connectivity to schools, staging areas, and transit facilities has not been a primary consideration in this gap closure amendment, but this will be explored further through other separate future sustainability program efforts by SANBAG.

SANBAG and the local jurisdictions in San Bernardino County are aggressively pursuing planning and construction of Active Transportation

projects throughout the County to develop better bicycle connectivity between cities and subareas of the County. The proposed gap closure amendments are one of many active transportation efforts of SANBAG and its partners to grow the system in a comprehensive and consistent manner. The full NMTP, without the proposed amendments, can be viewed at the following link on the SANBAG website: http://www.sanbag.ca.gov/planning2/plan_non-motor.html.

Financial Impact: This item has no impact on the current Fiscal Year 13/14 Budget. All staff activity associated with this item is consistent with Task No. 0404 Subregional Planning.

Reviewed By: This item was reviewed by the Transportation Technical Advisory Committee (TTAC) on September 9, 2013, and the member jurisdictions. This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 9, 2013.

Responsible Staff: Josh Lee, Transportation Planning Analyst

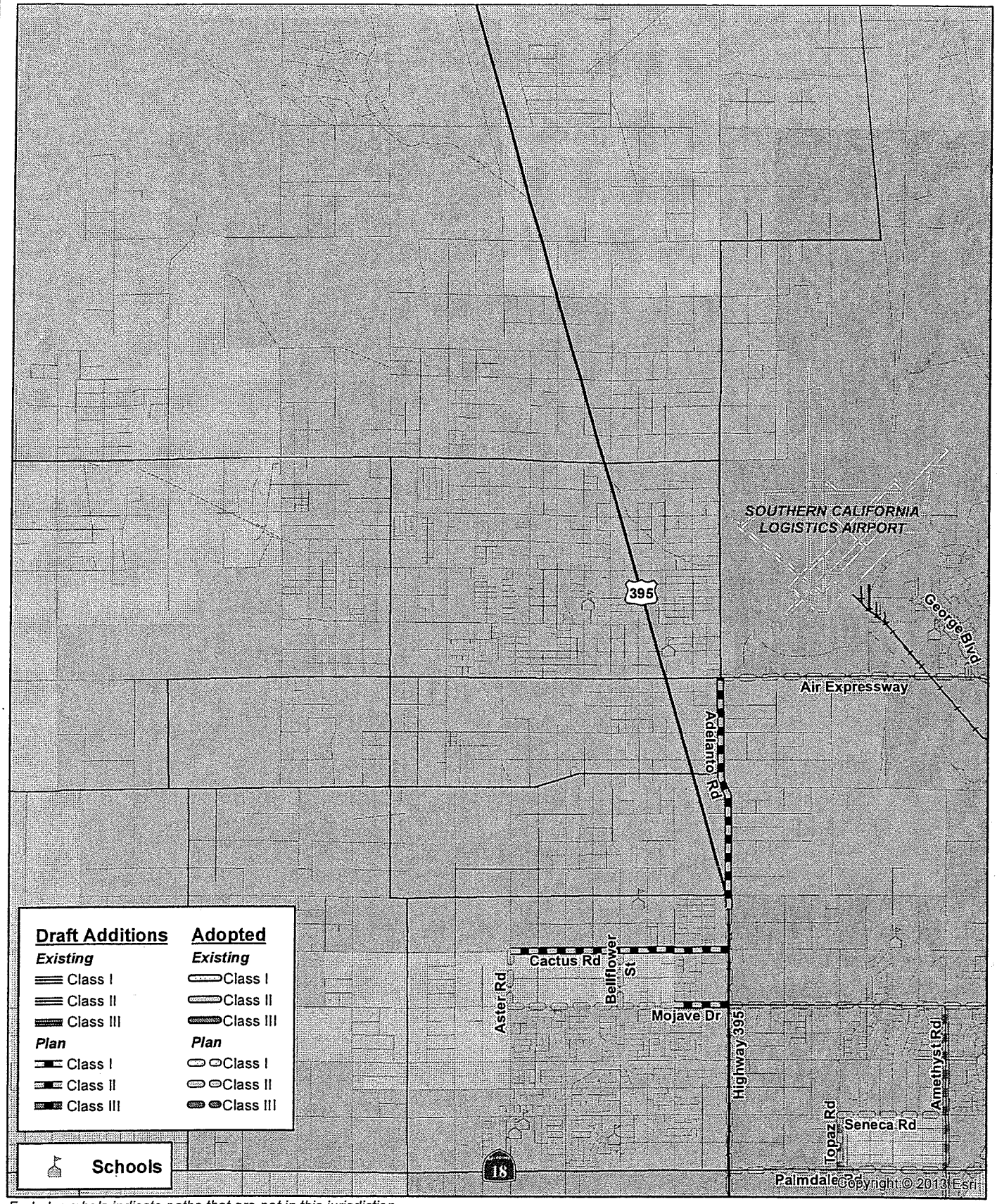
Attachment A

Proposed SANBAG NMTP Bicycle Network Amendments
(i.e. additions and updates)

Table and Maps of Existing and Proposed Bicycle Facilities by Jurisdictions

DRAFT: Non-Motorized Transportation Plan Update

City of Adelanto



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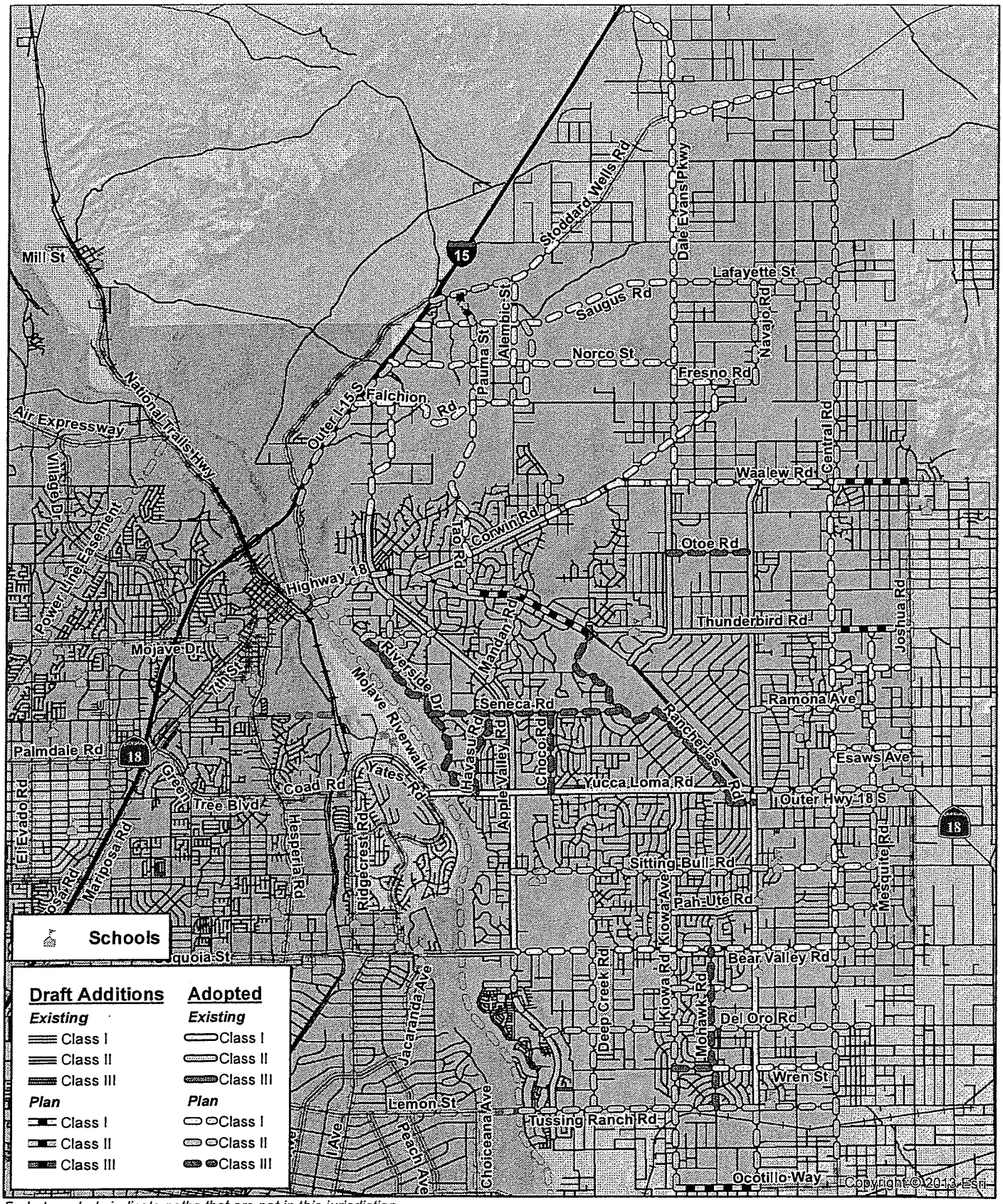
Town of Apple Valley



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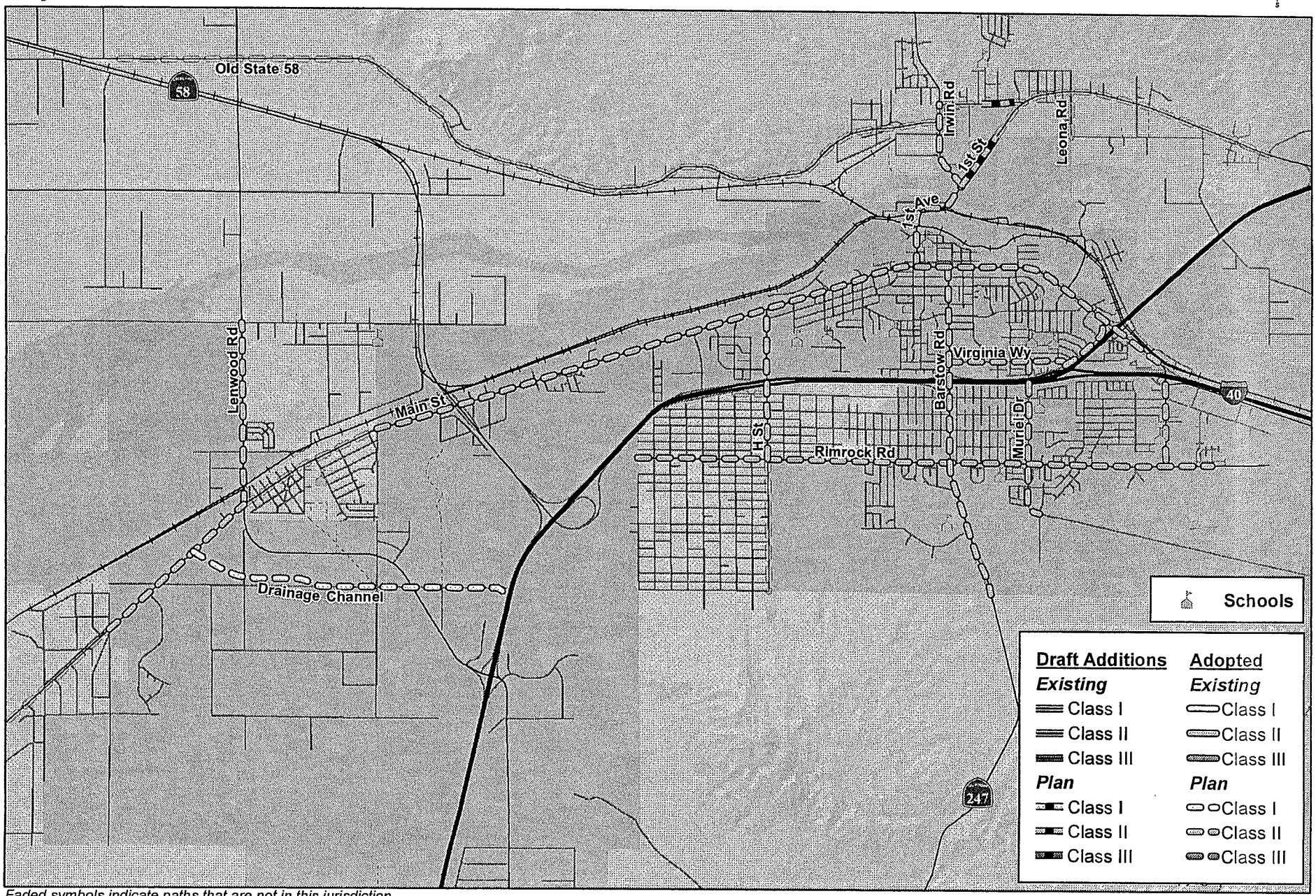
City of Barstow



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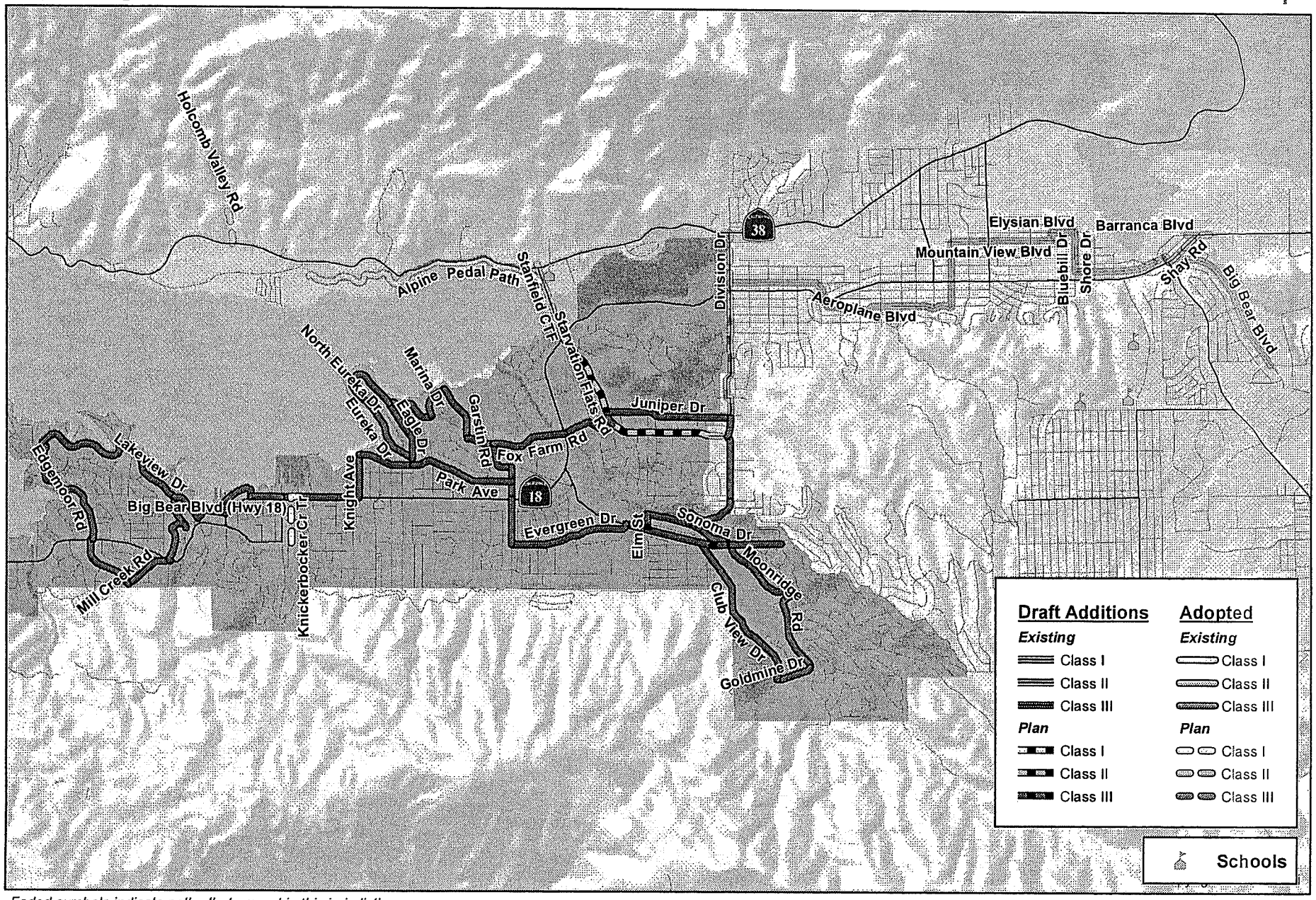
City of Big Bear Lake



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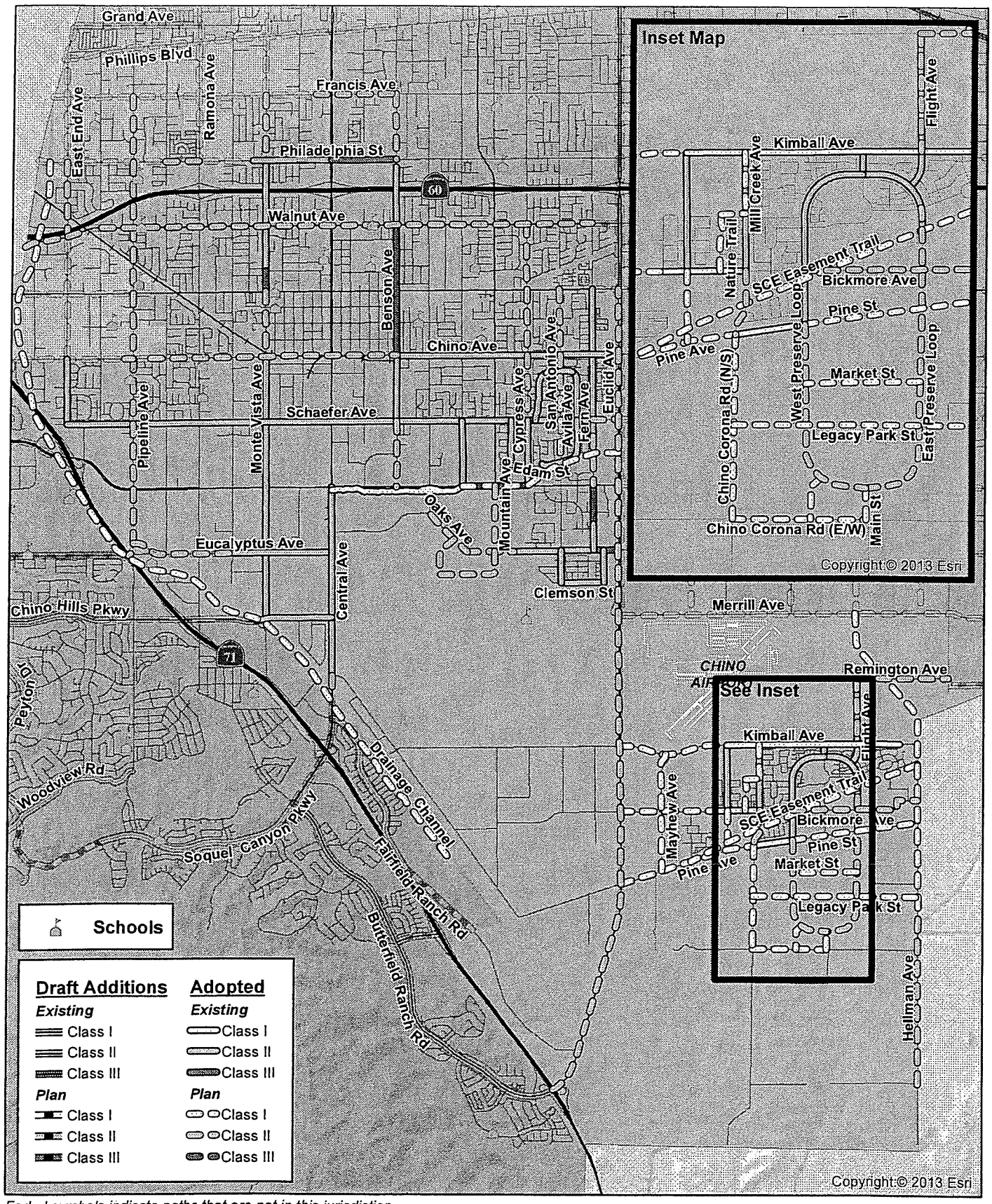
City of Chino



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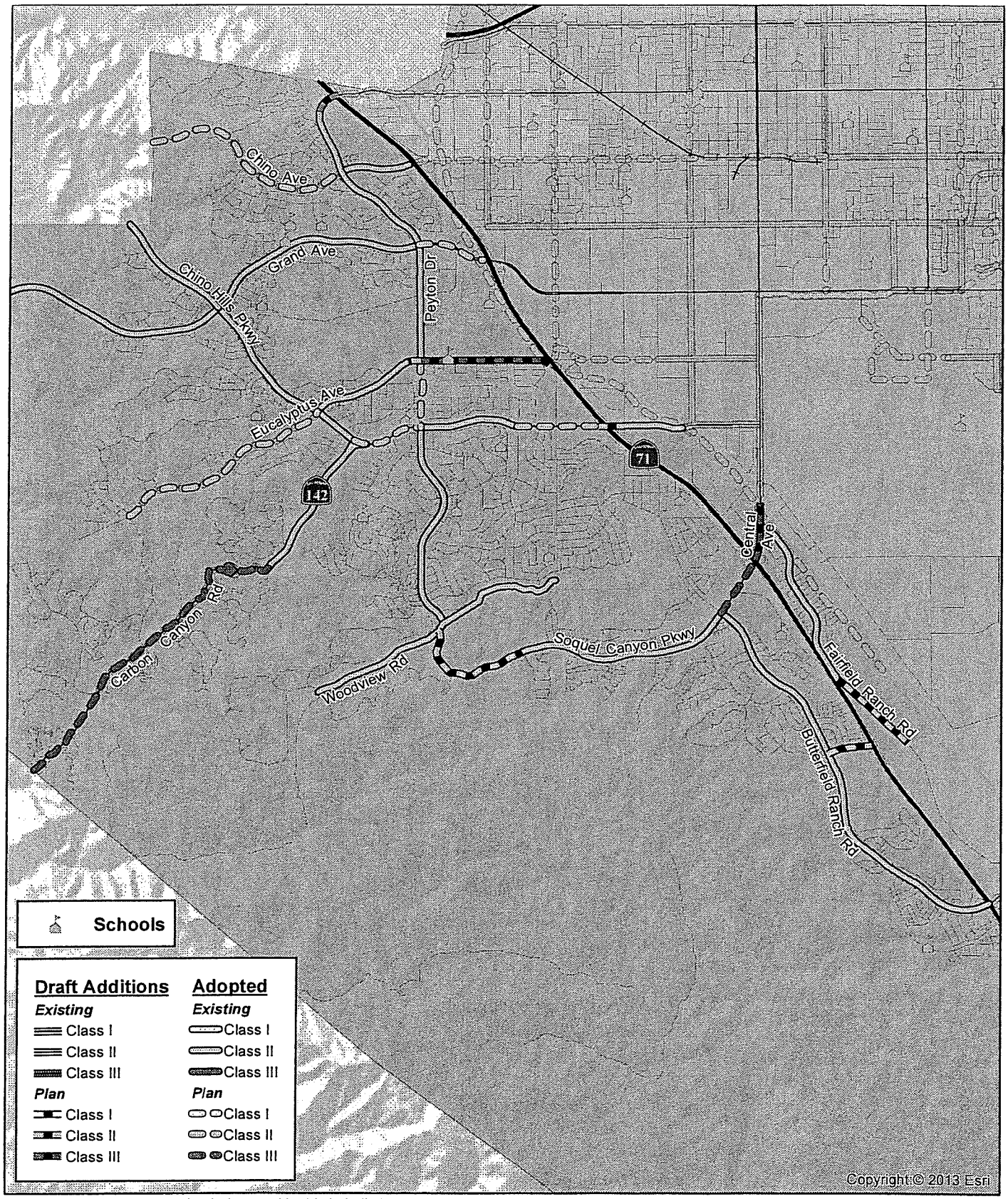
City of Chino Hills



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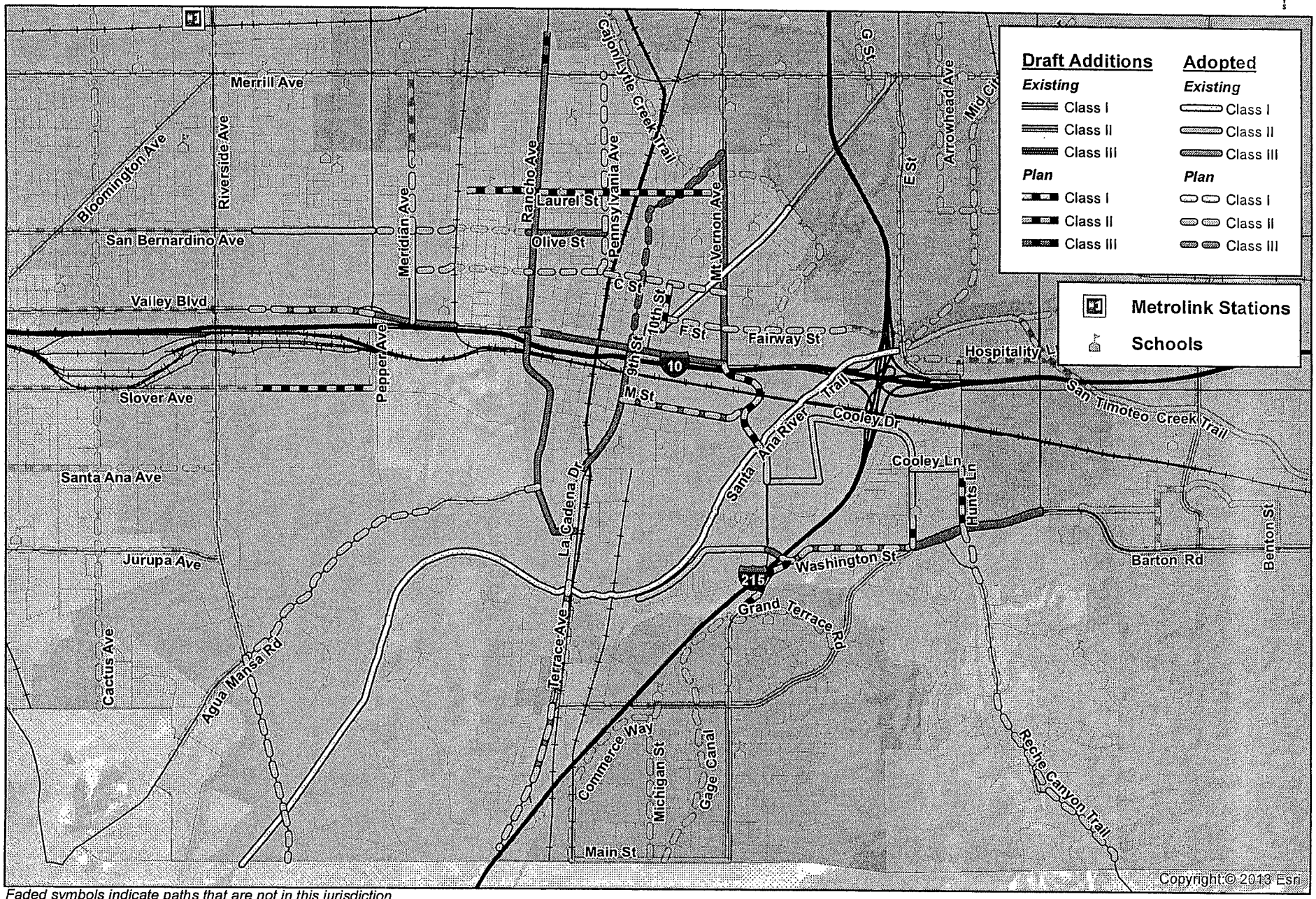
City of Colton



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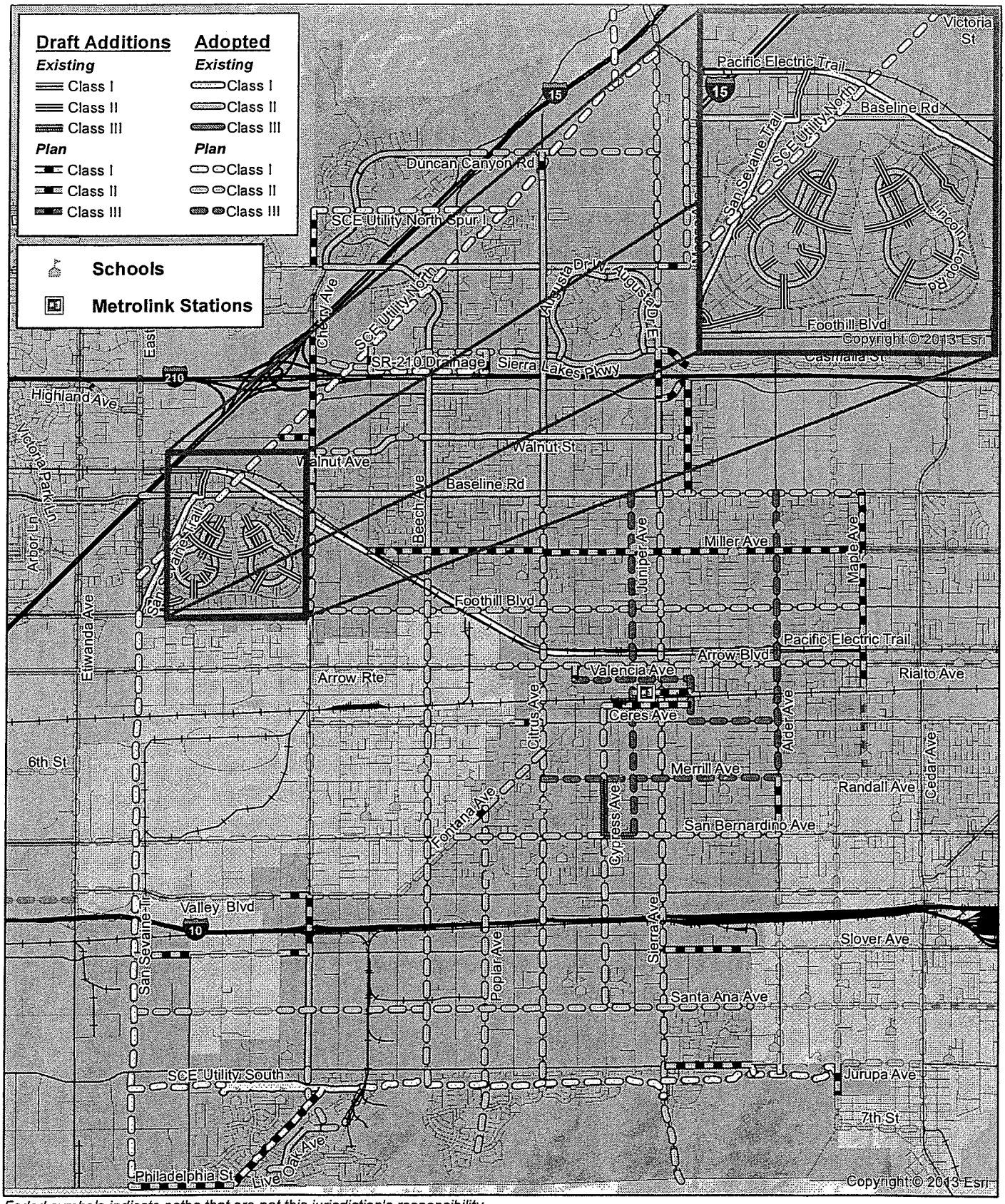
City of Fontana



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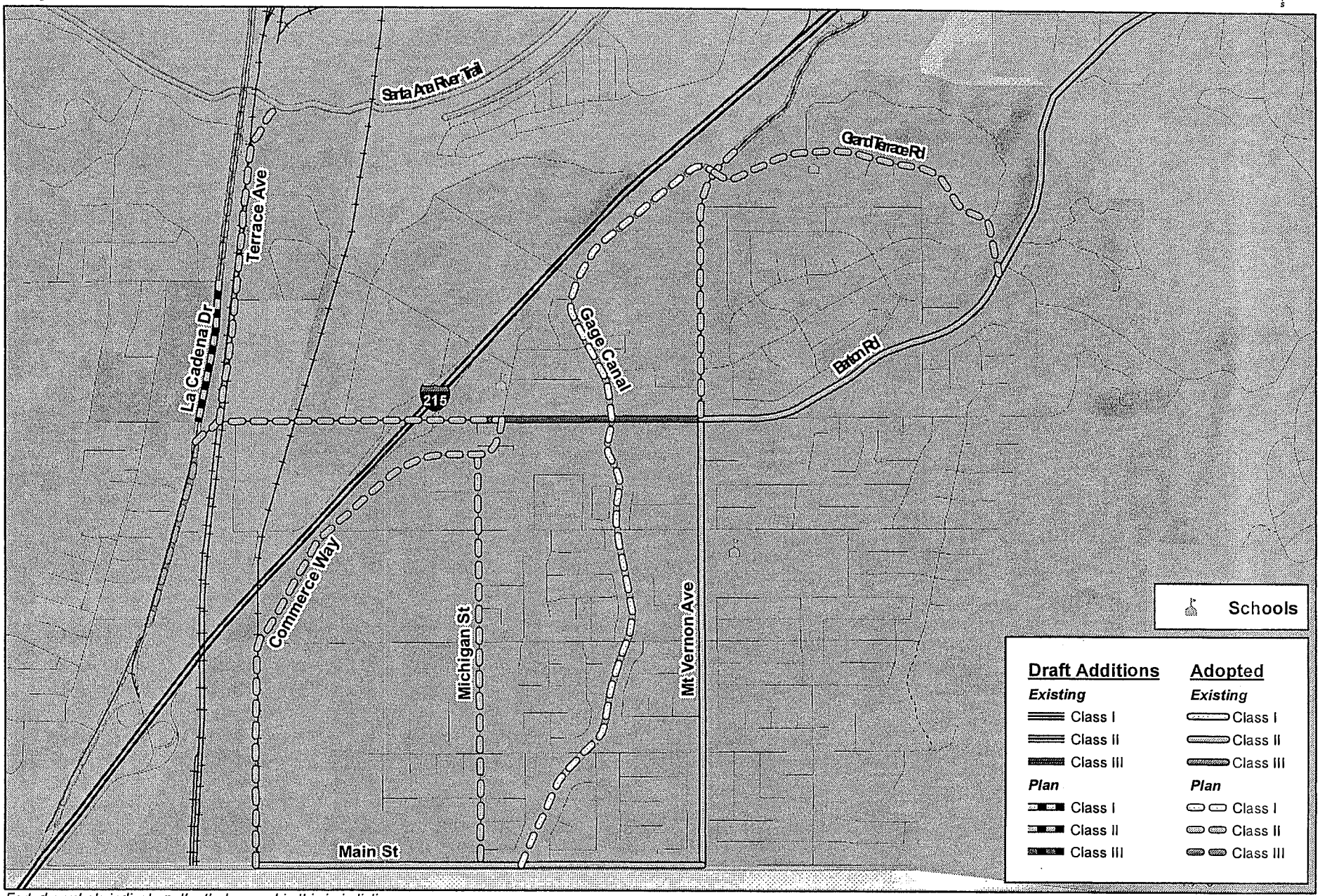
City of Grand Terrace



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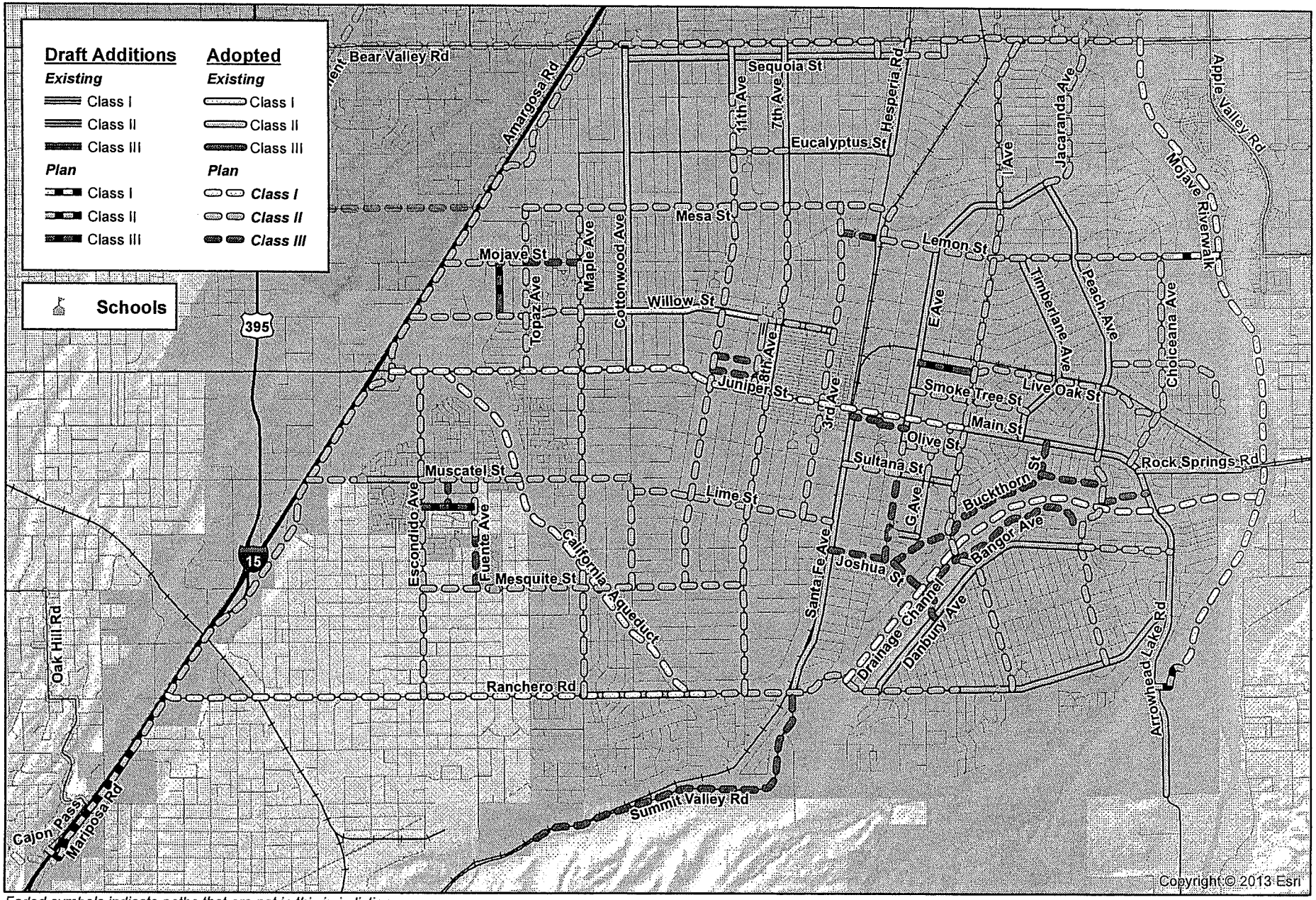
City of Hesperia



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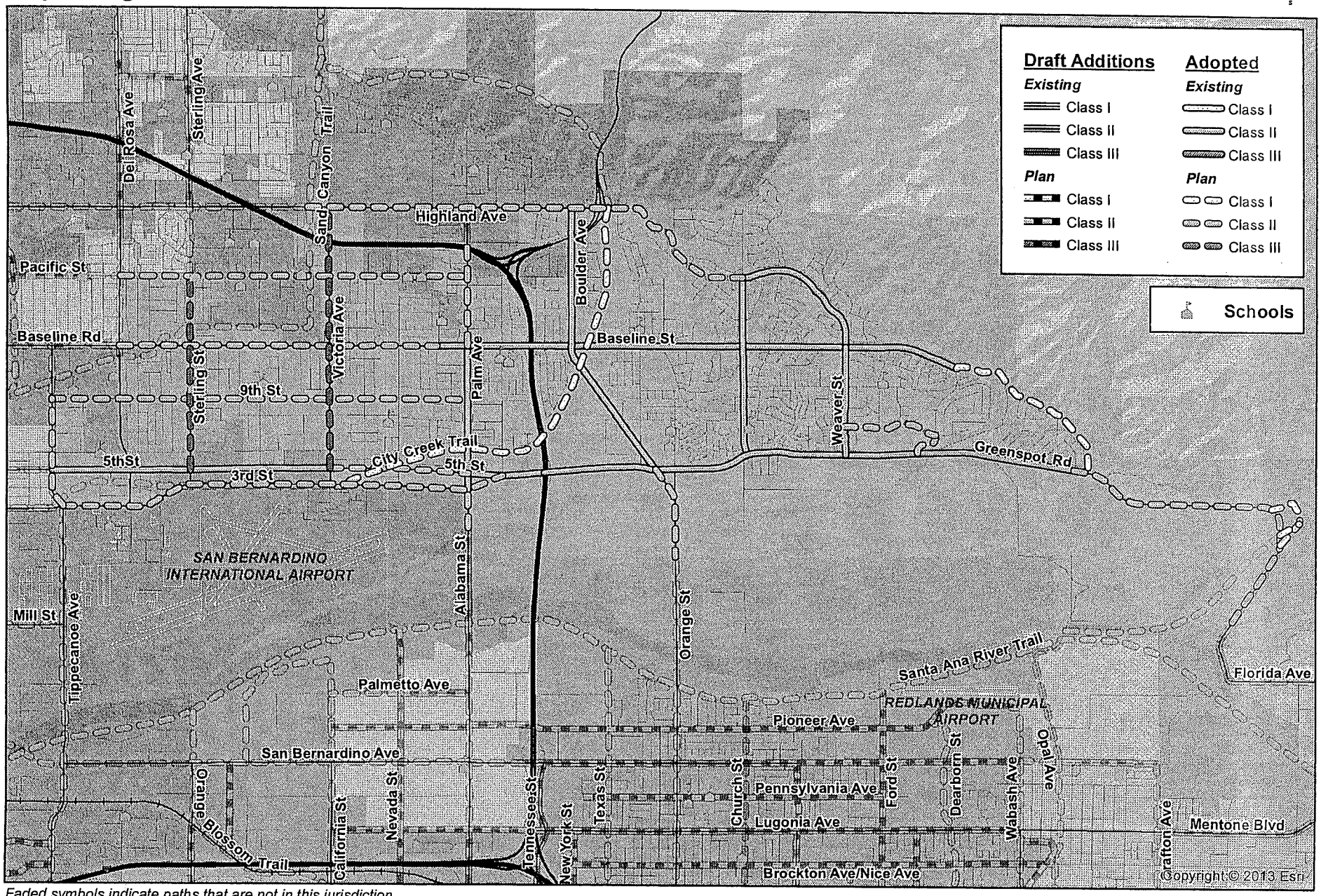
City of Highland



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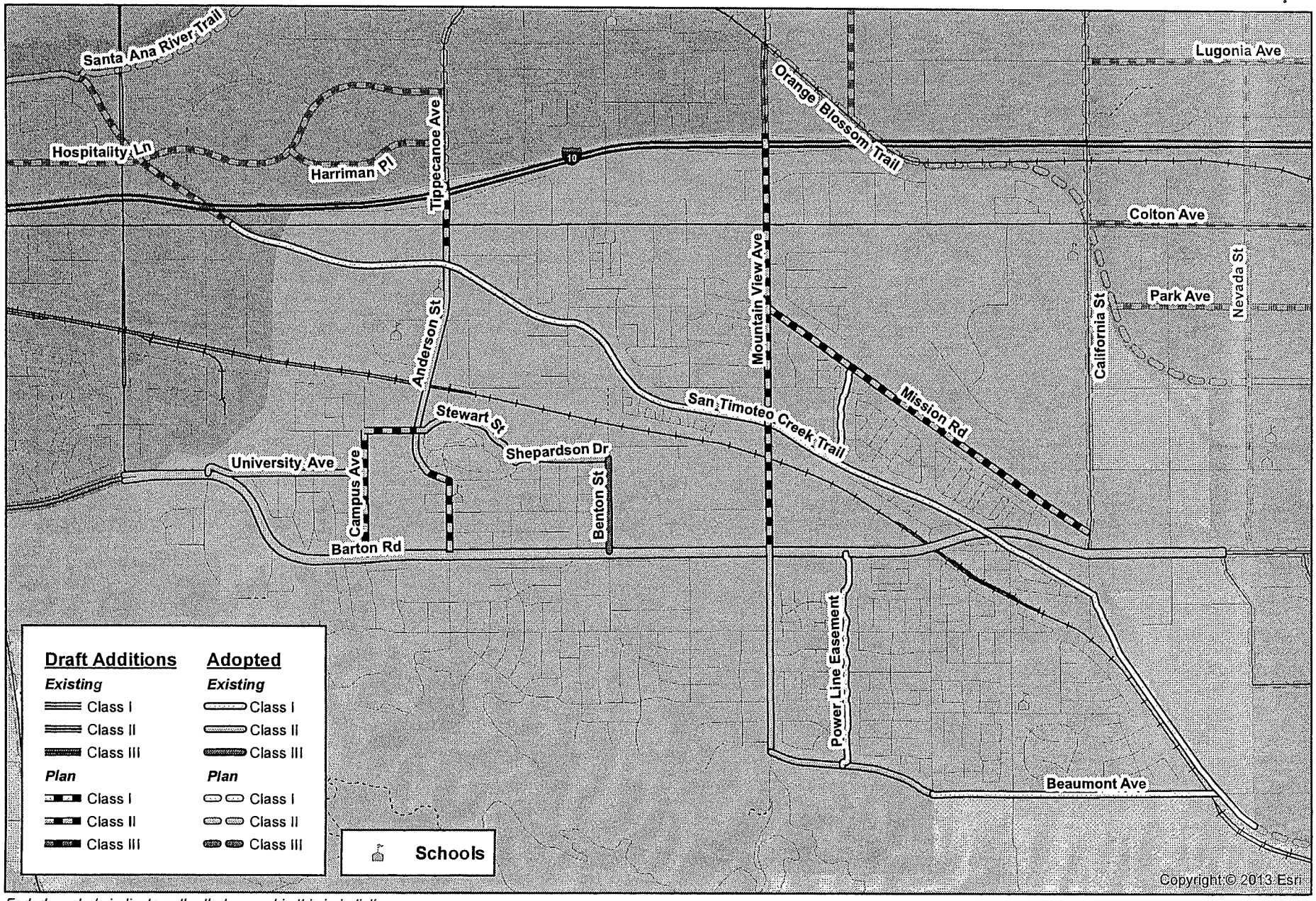
City of Loma Linda



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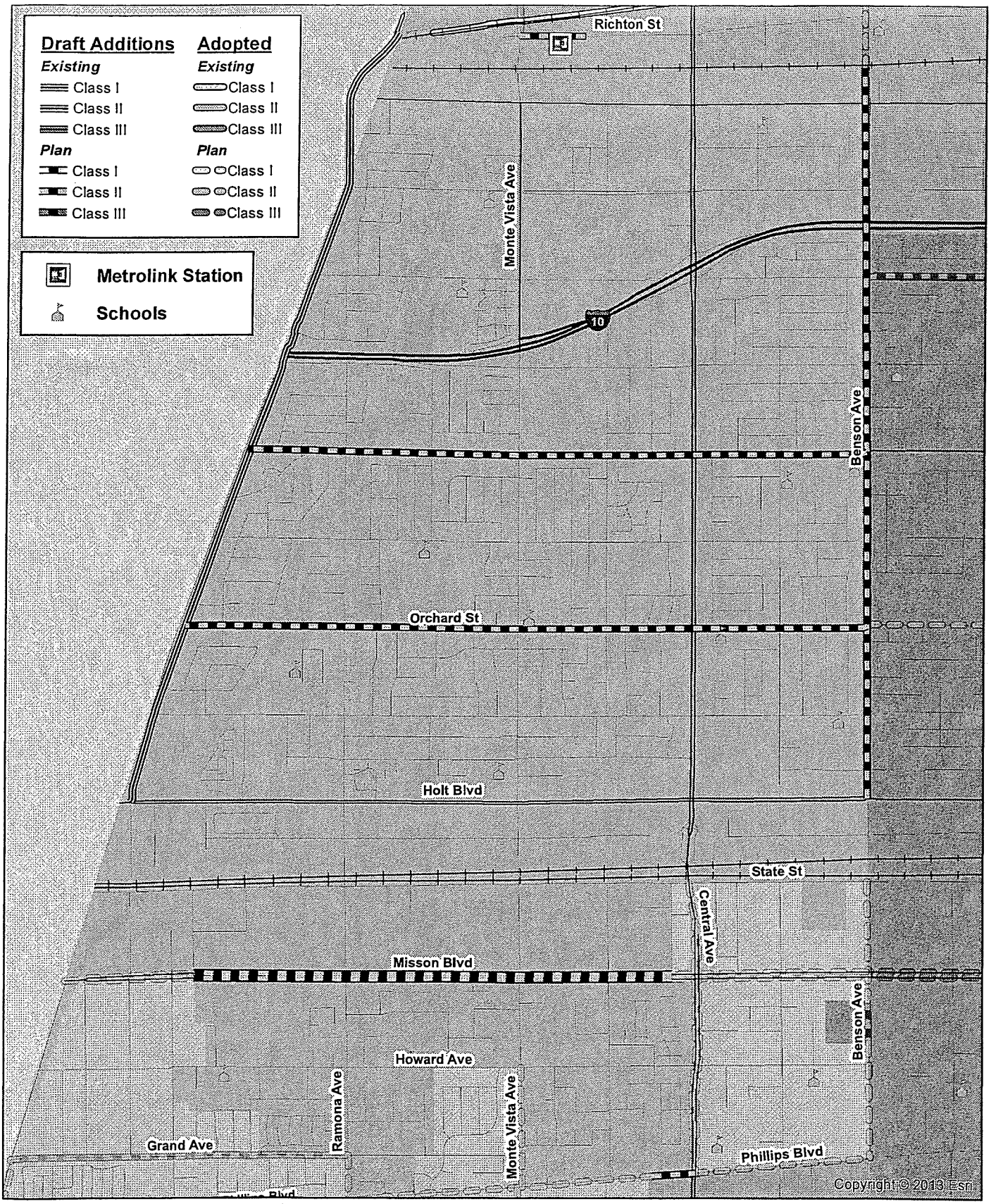
City of Montclair



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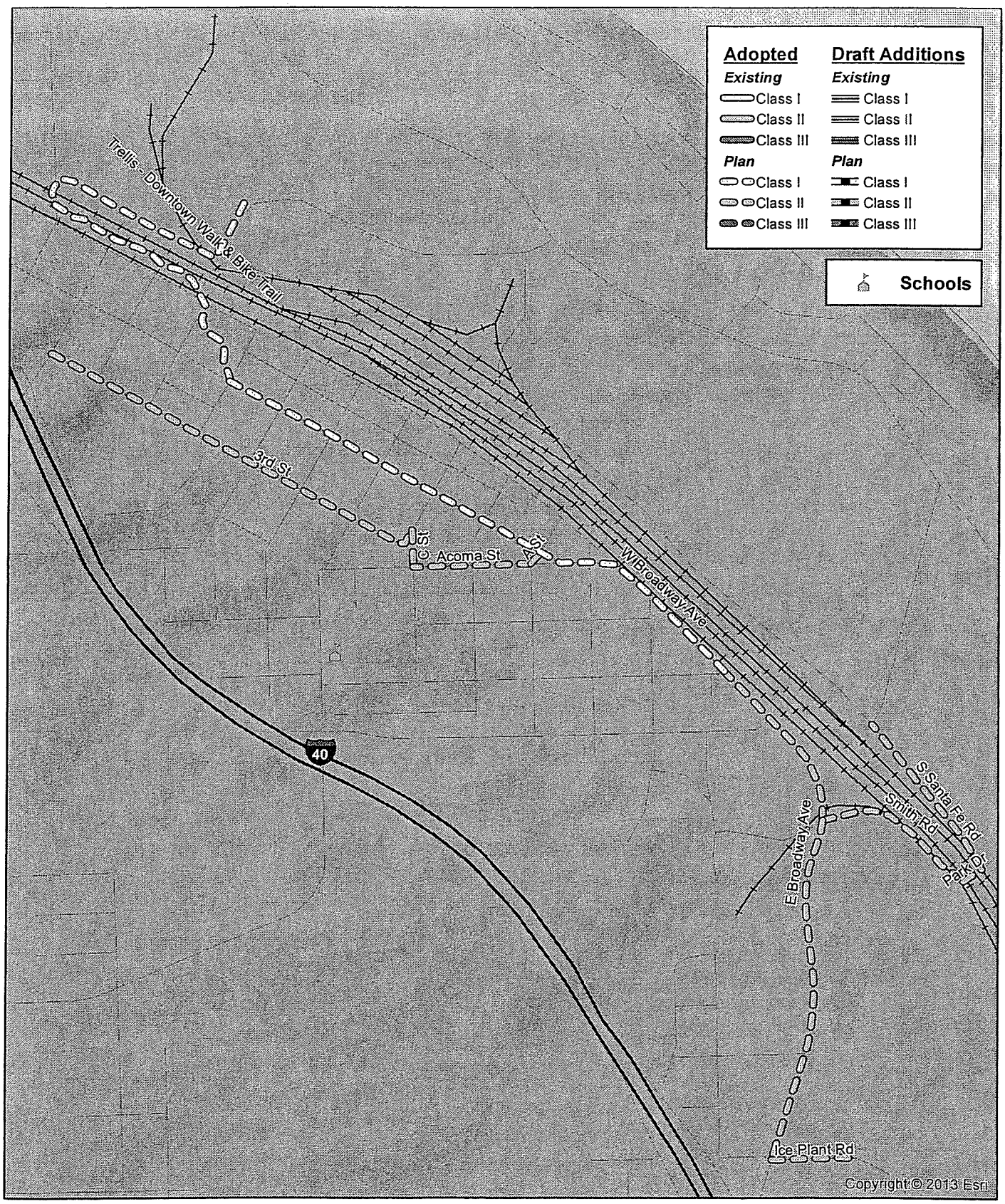
City of Needles



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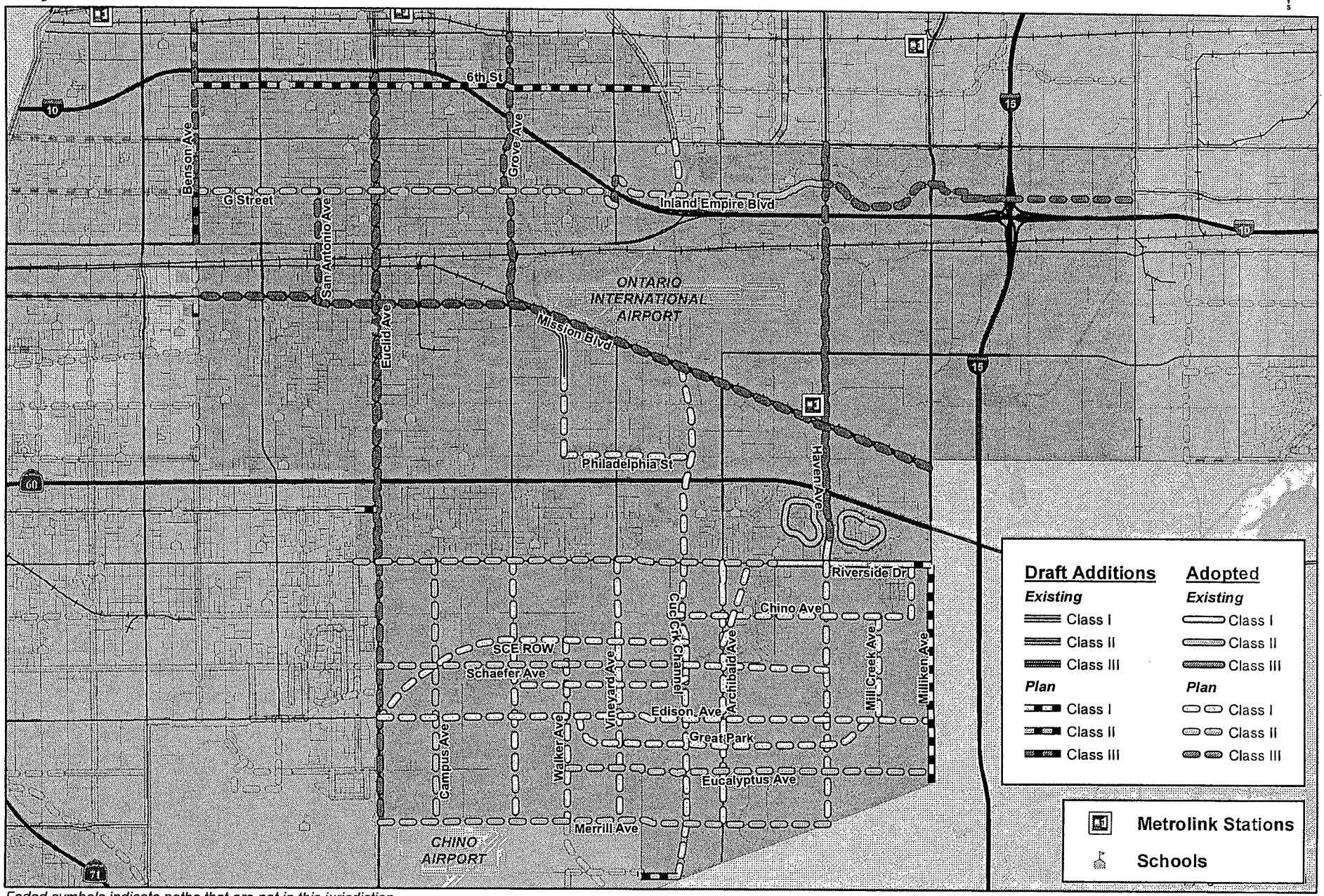
City of Ontario



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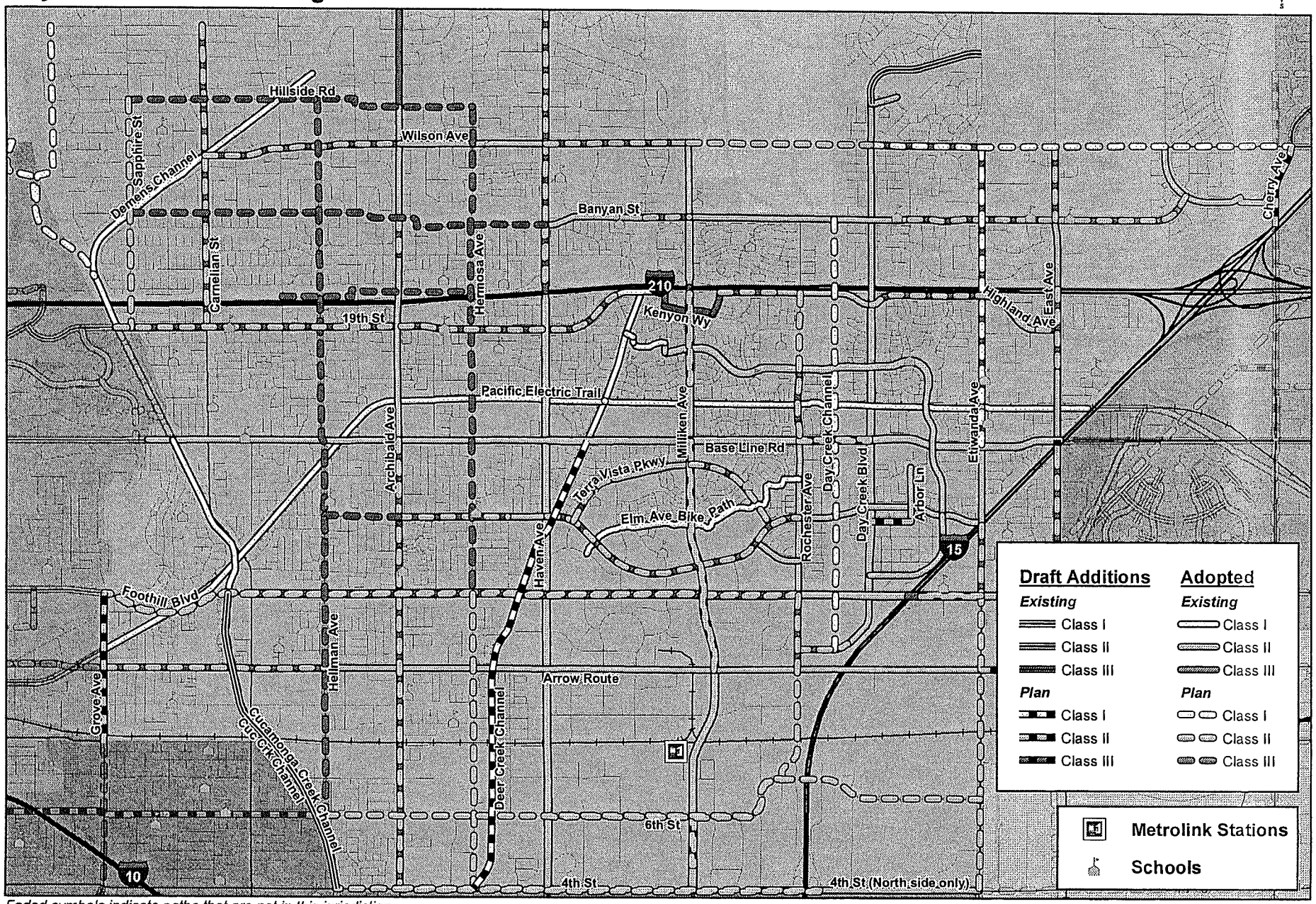
City of Rancho Cucamonga



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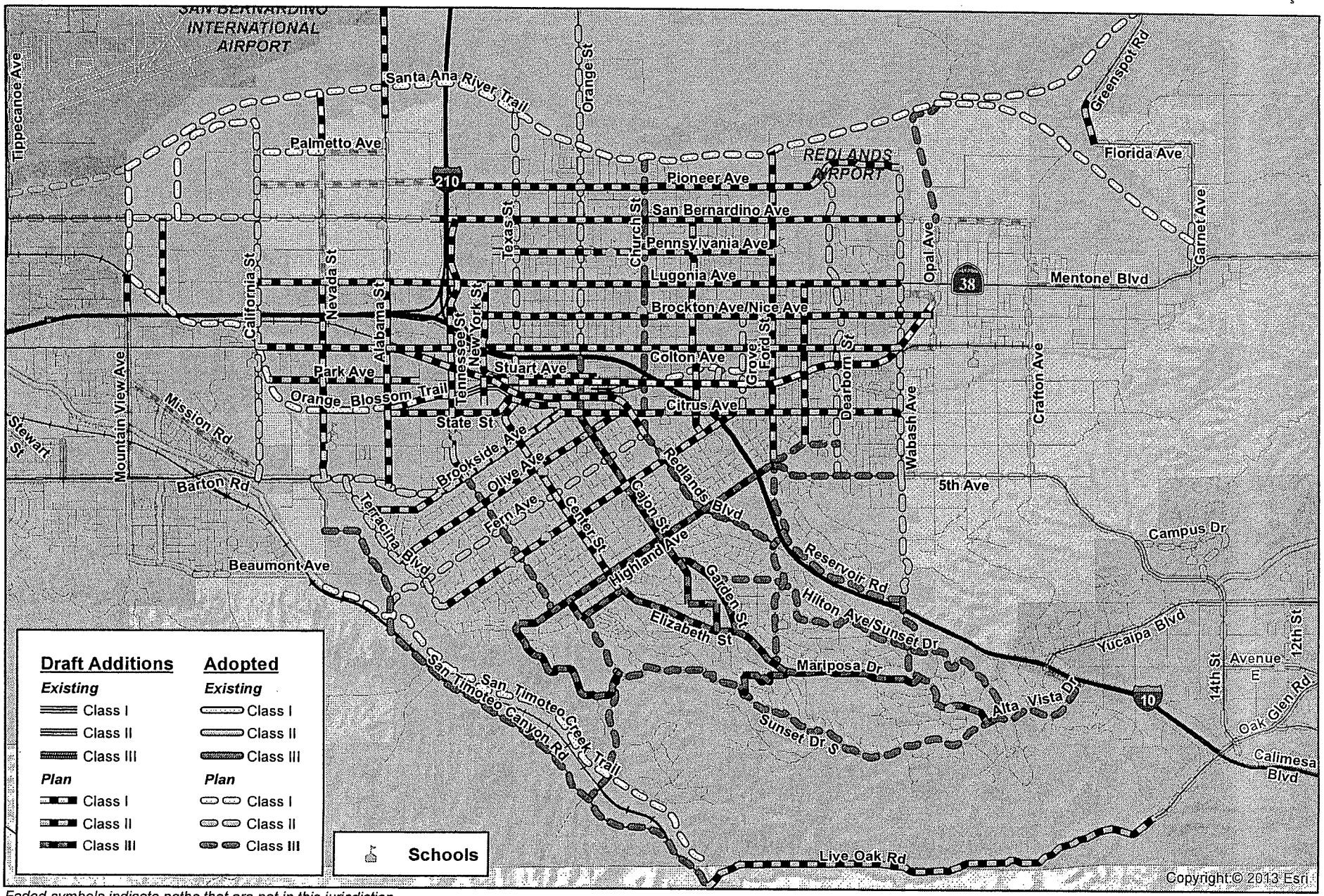
DRAFT: Non-Motorized Transportation Plan Update

City of Redlands



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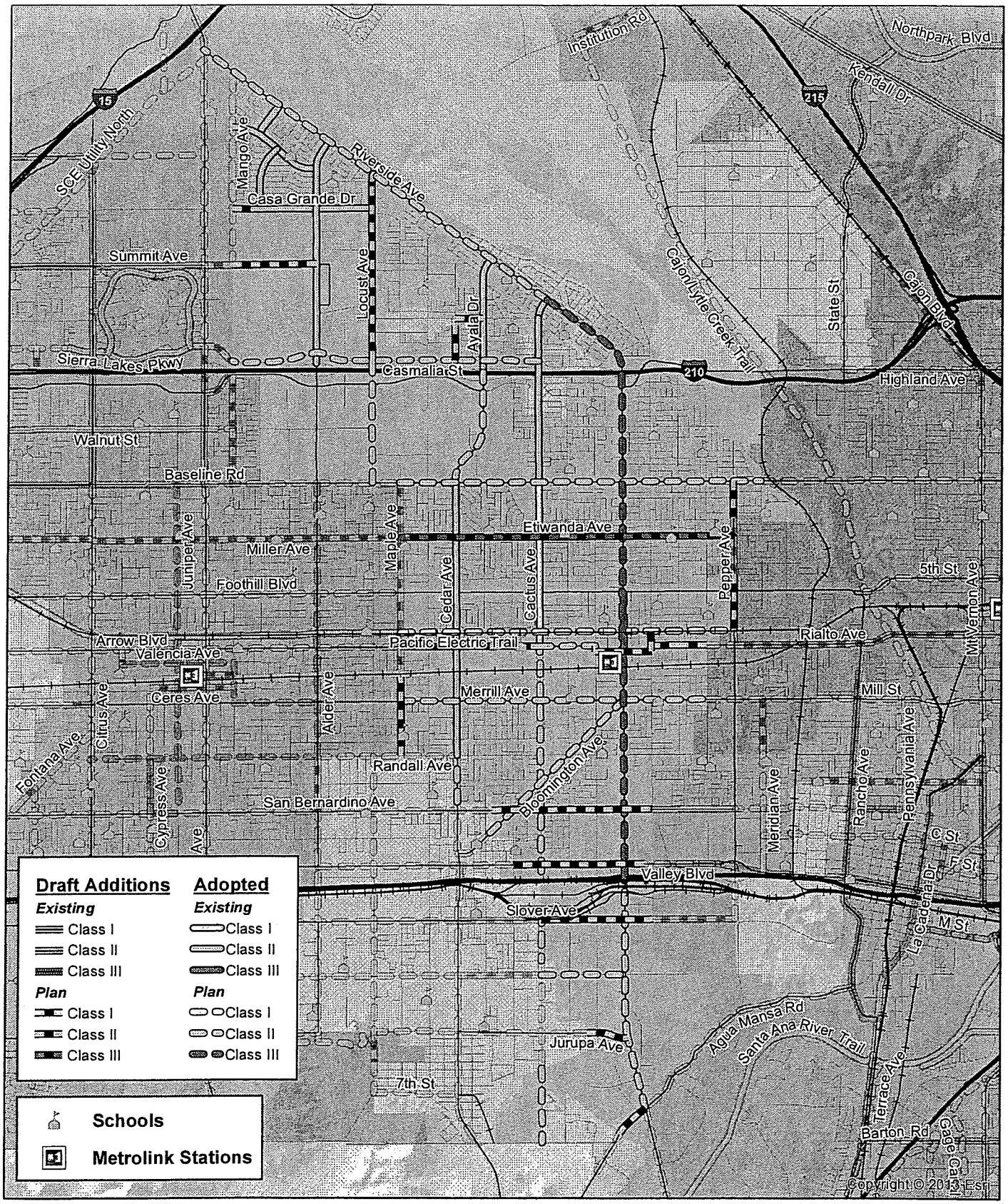
DRAFT: Non-Motorized Transportation Plan Update

City of Rialto



Draft Additions	Adopted
Existing	***Existing***
Class I	Class I
Class II	Class II
Class III	Class III
Plan	***Plan***
Class I	Class I
Class II	Class II
Class III	Class III

Schools

Metrolink Stations

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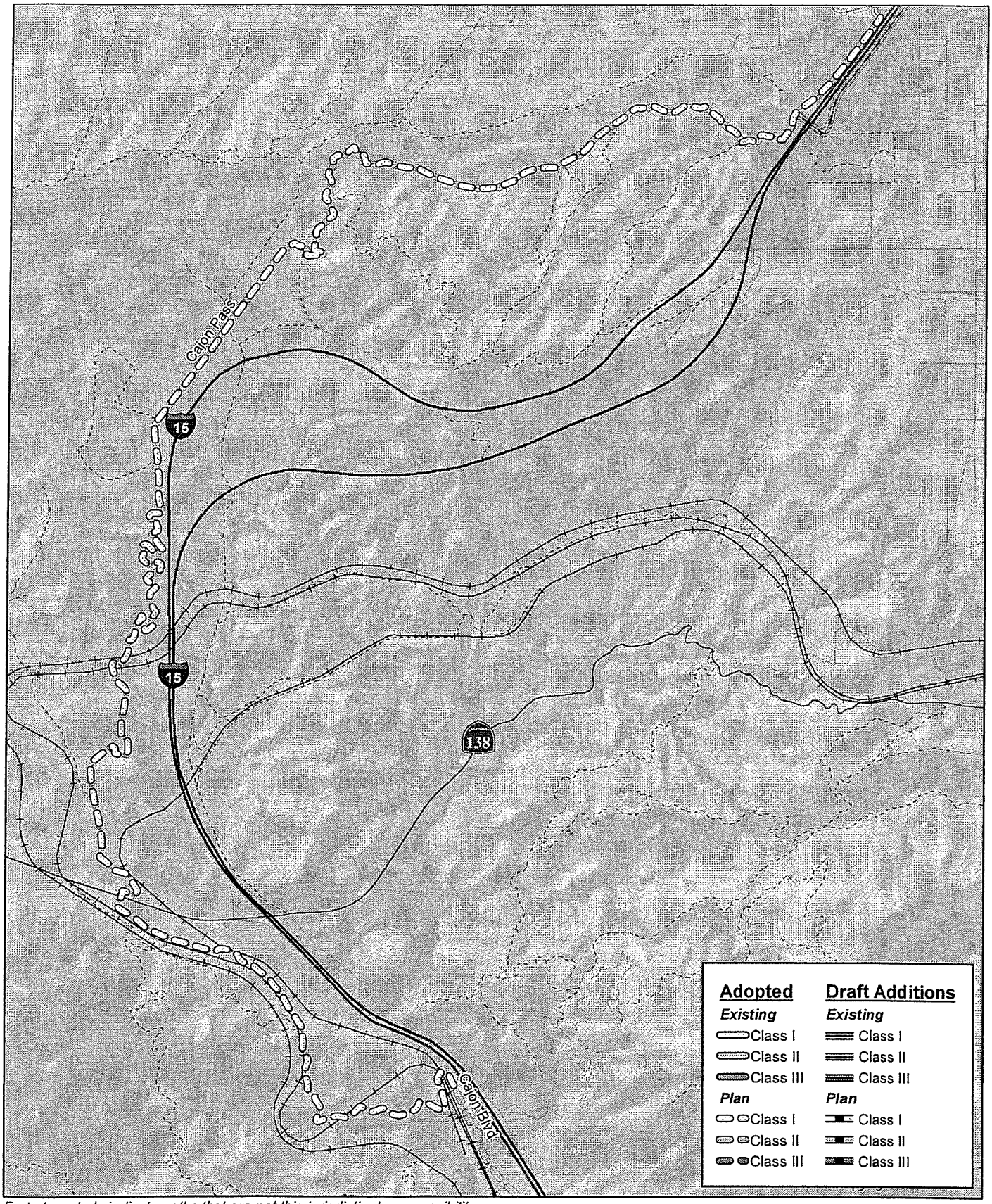
SANBAG Project



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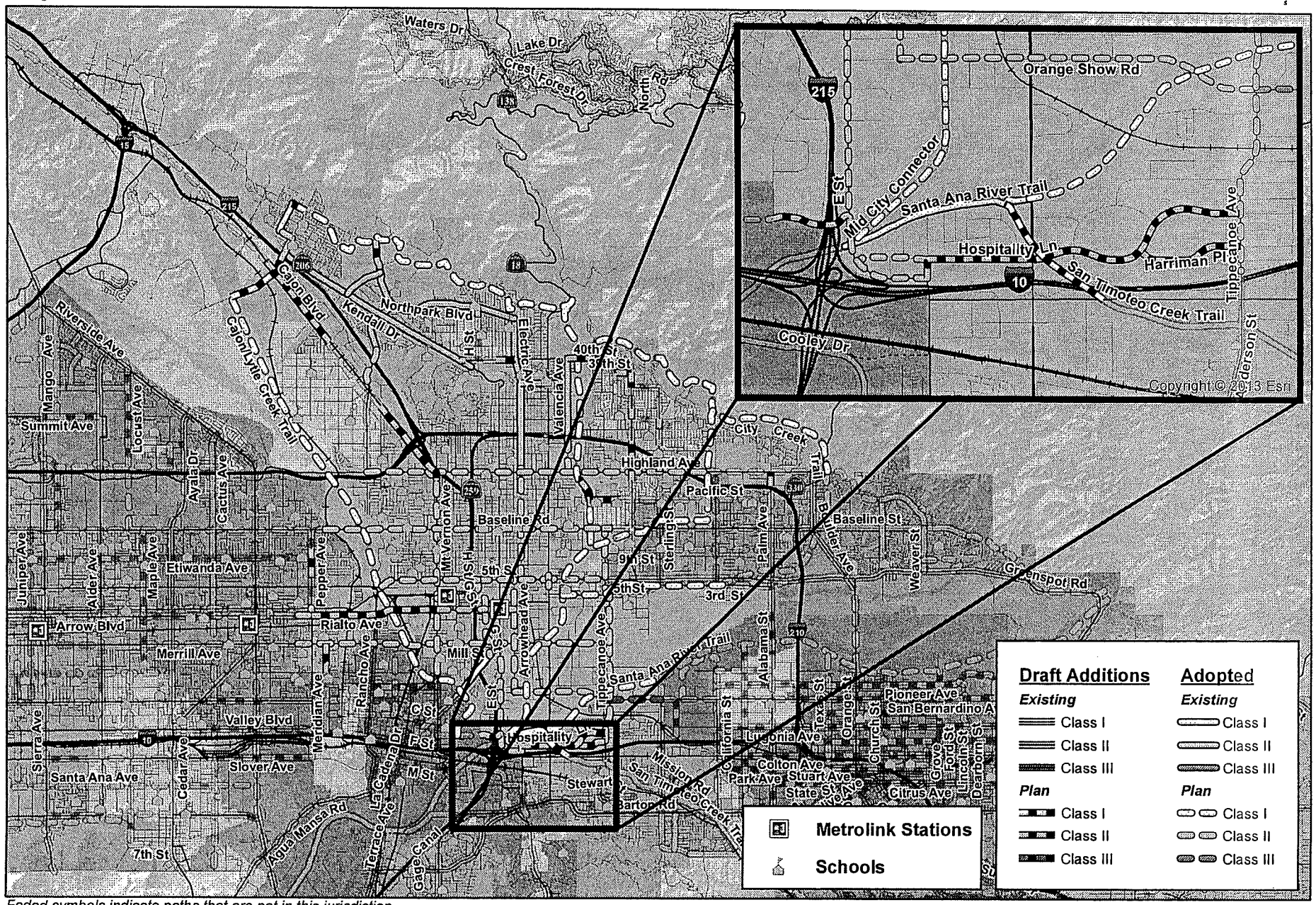
DRAFT: Non-Motorized Transportation Plan Update

City of San Bernardino



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September 2013
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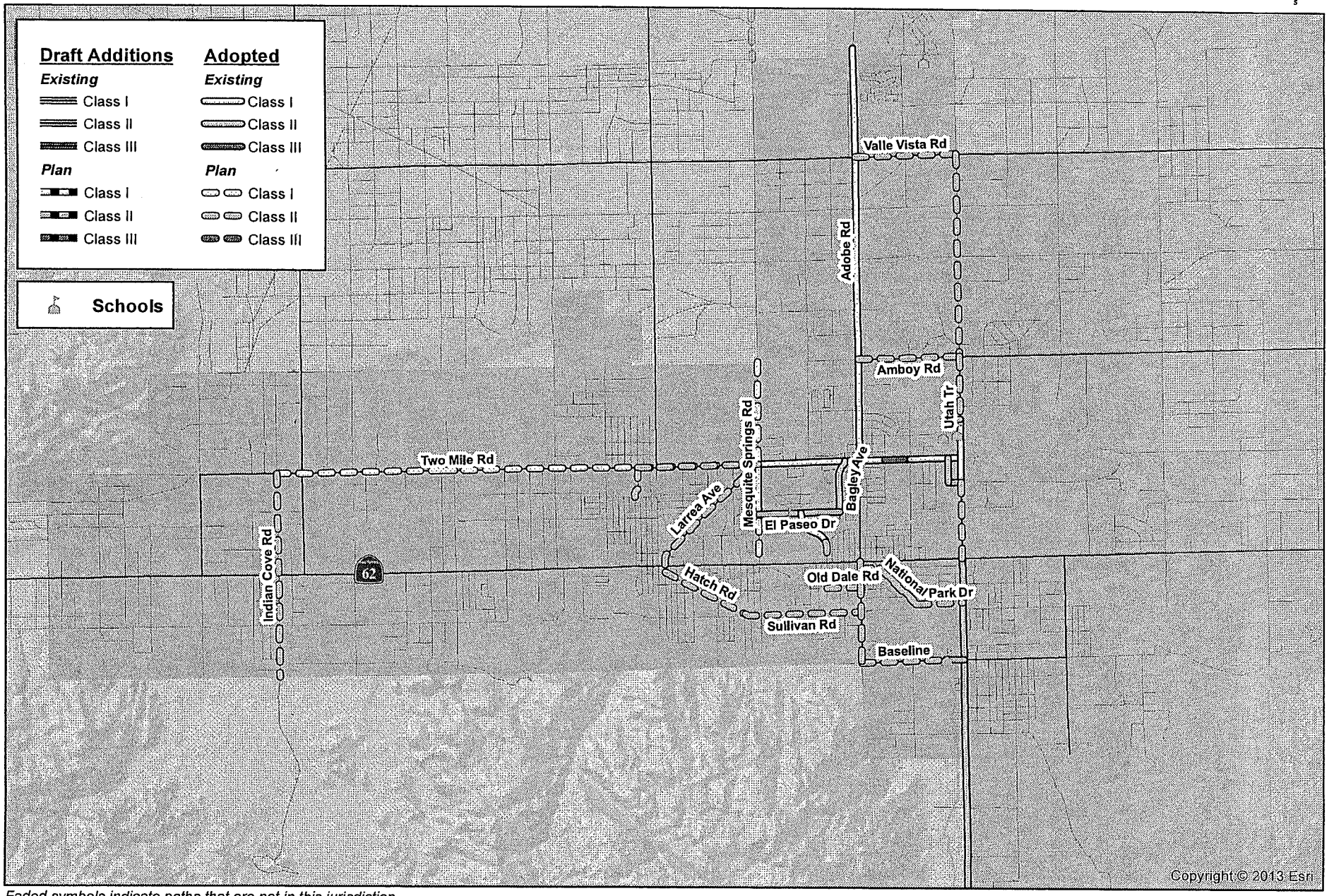
Governments SANBAG Working Together

DRAFT: Non-Motorized Transportation Plan Update

City of Twentynine Palms



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September 2013
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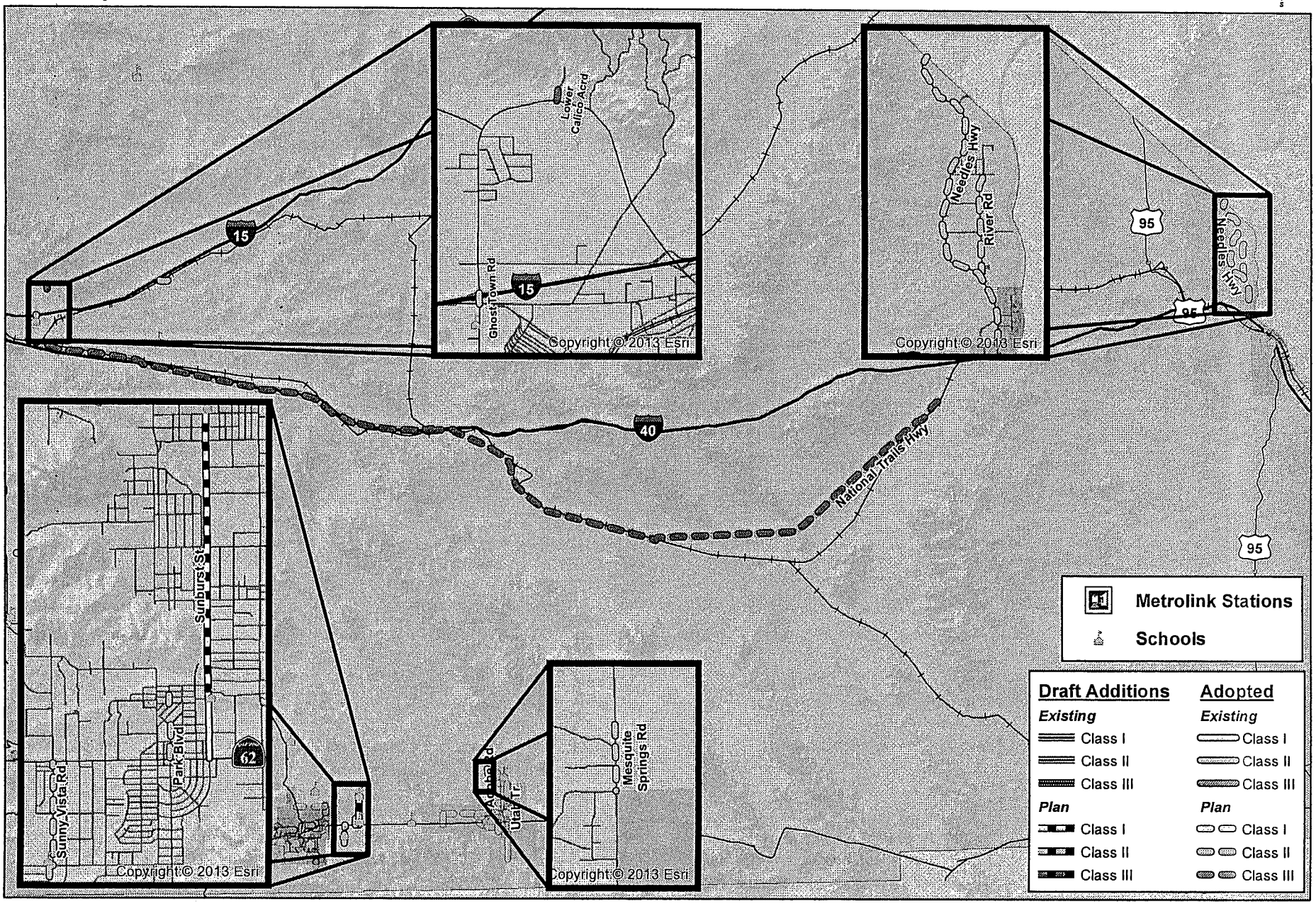
DRAFT: Non-Motorized Transportation Plan Update

Unincorporated East Desert Area



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September 2013
Ginger Koblasz
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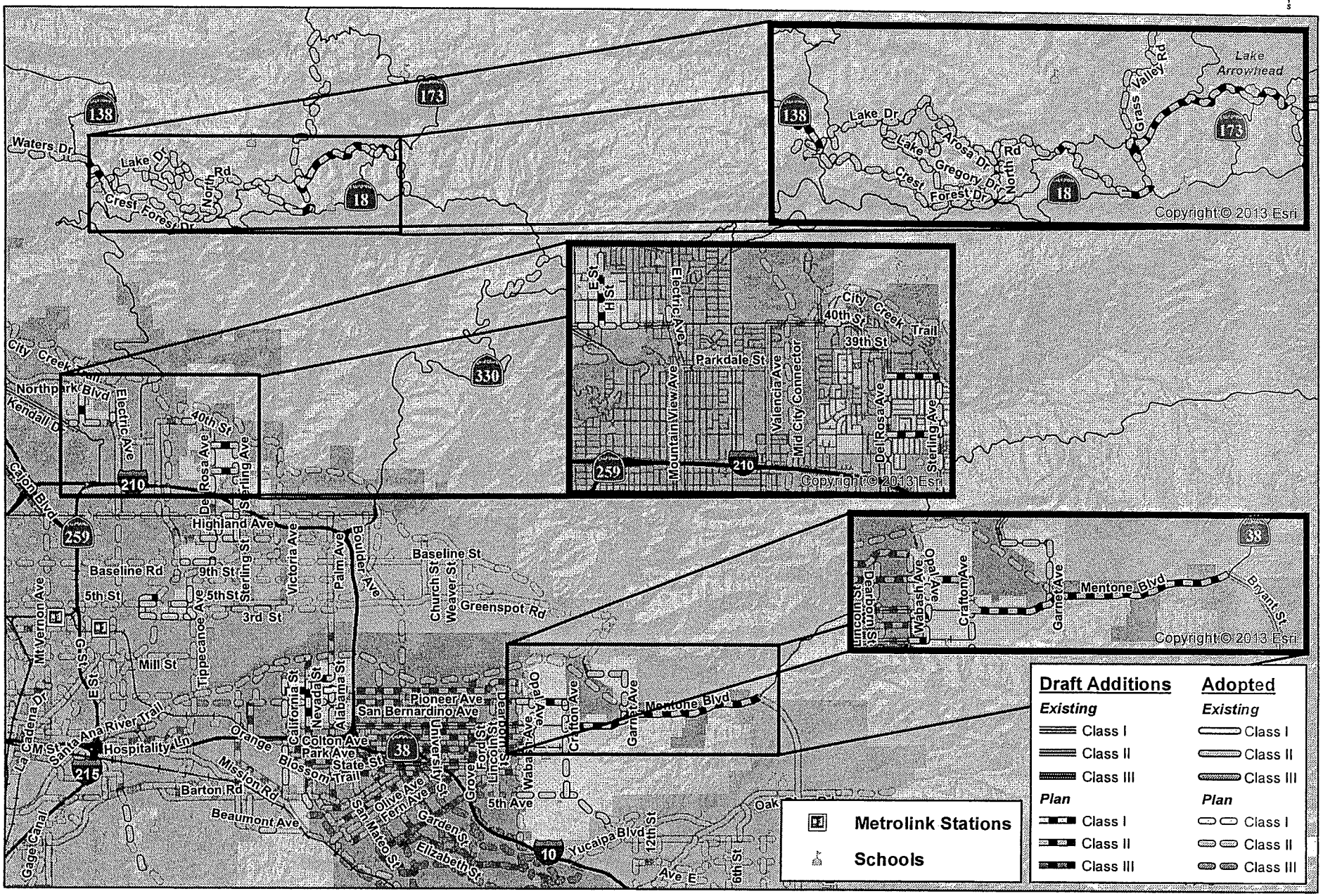
Governments SANBAG Working Together

DRAFT: Non-Motorized Transportation Plan Update

Unincorporated East Valley & Arrowhead Area



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September 2013
Ginger Koblasz
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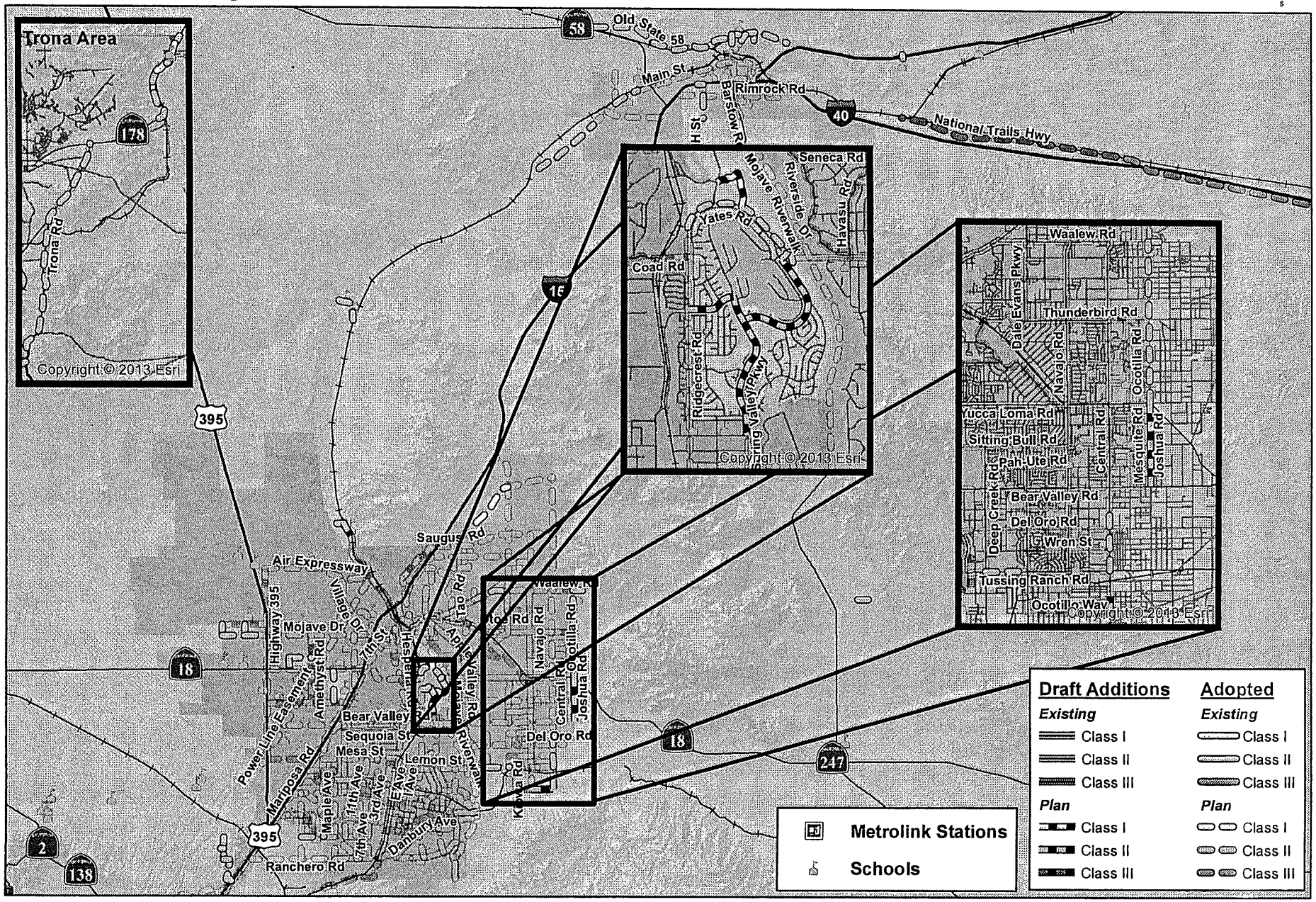
Governments SANBAG Working Together

DRAFT: Non-Motorized Transportation Plan Update

Unincorporated High Desert Area



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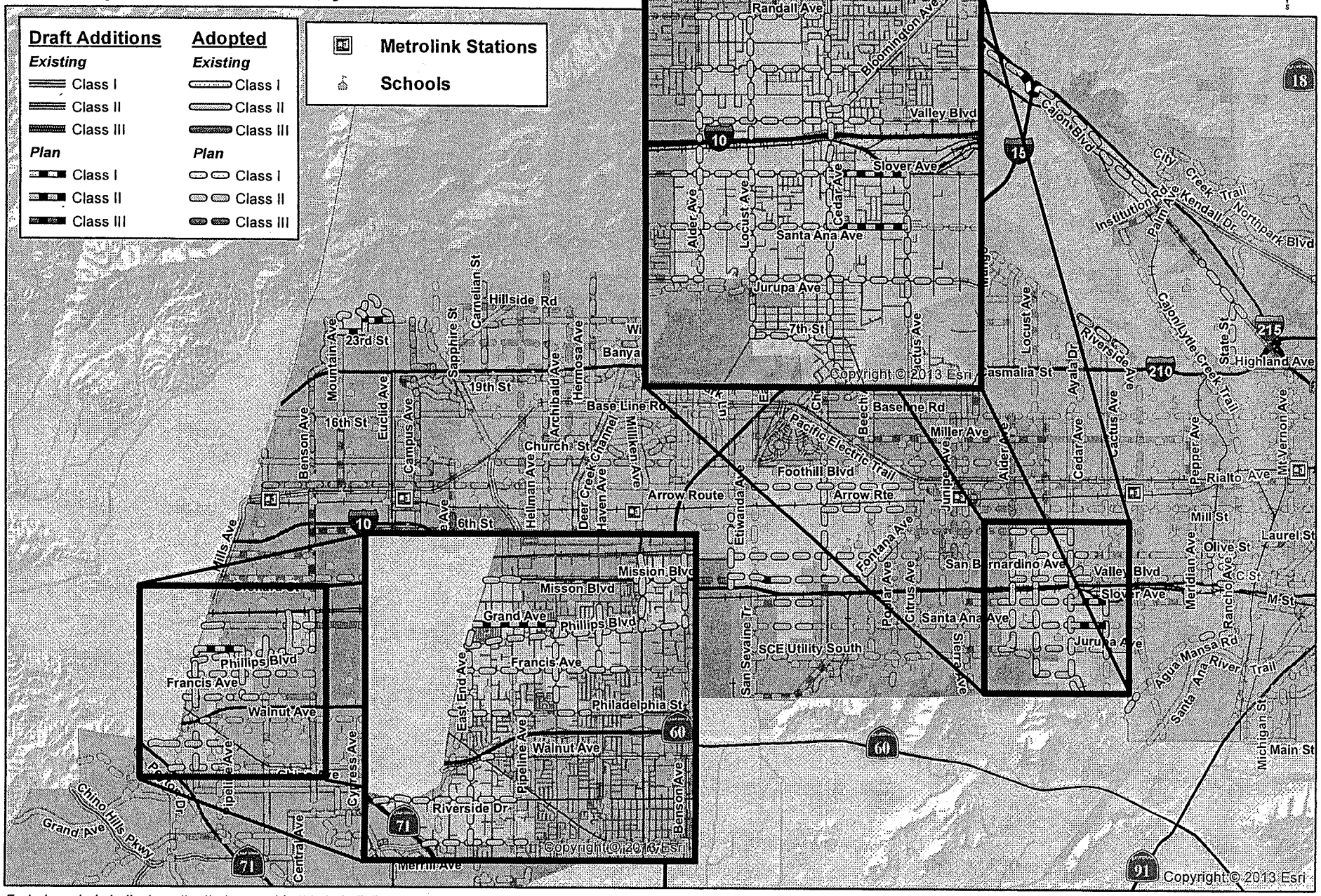
DRAFT: Non-Motorized Transportation Plan Update

Unincorporated West Valley Area



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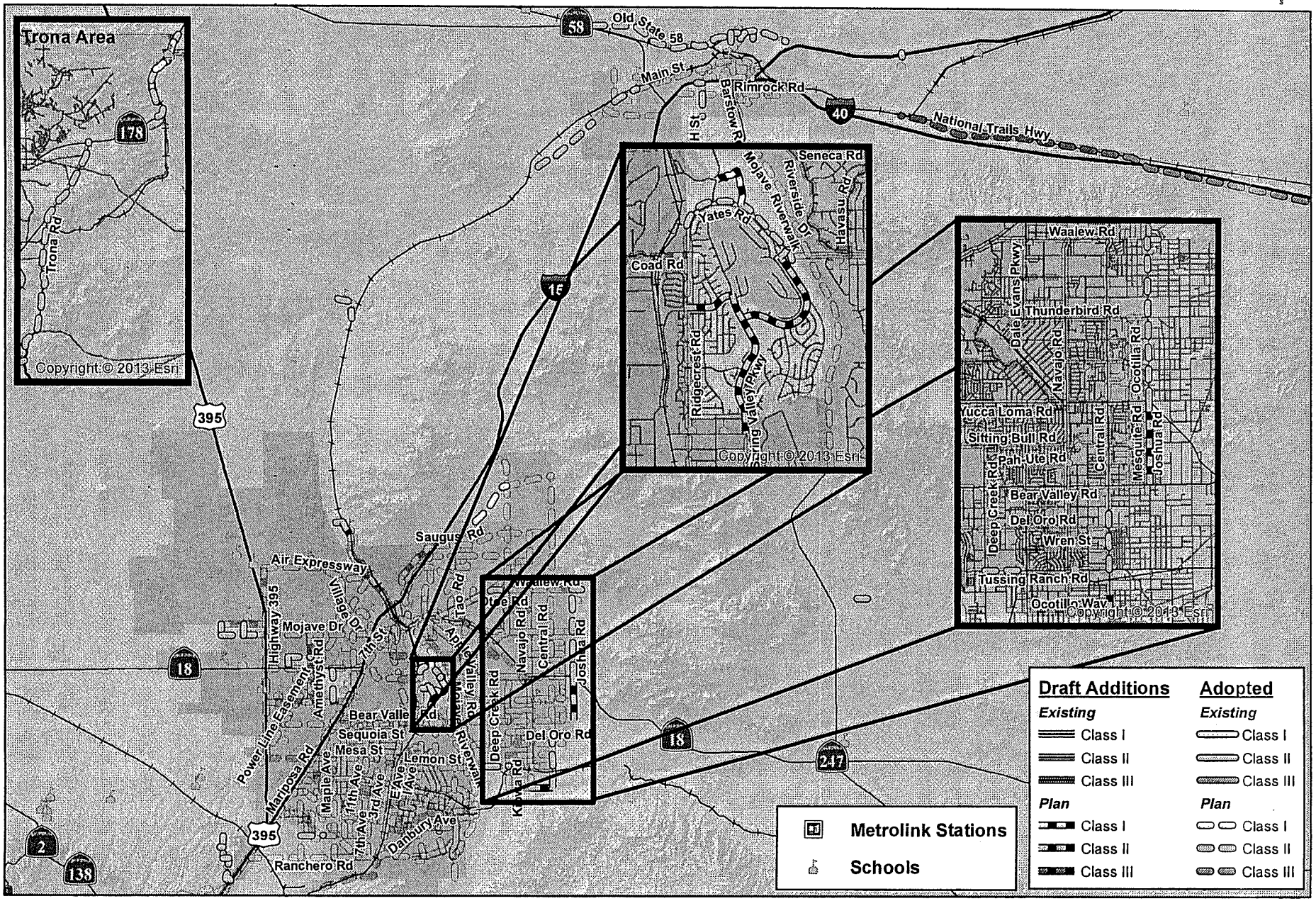
DRAFT: Non-Motorized Transportation Plan Update

Unincorporated High Desert Area



Faded symbols indicate paths that are not in this jurisdiction.

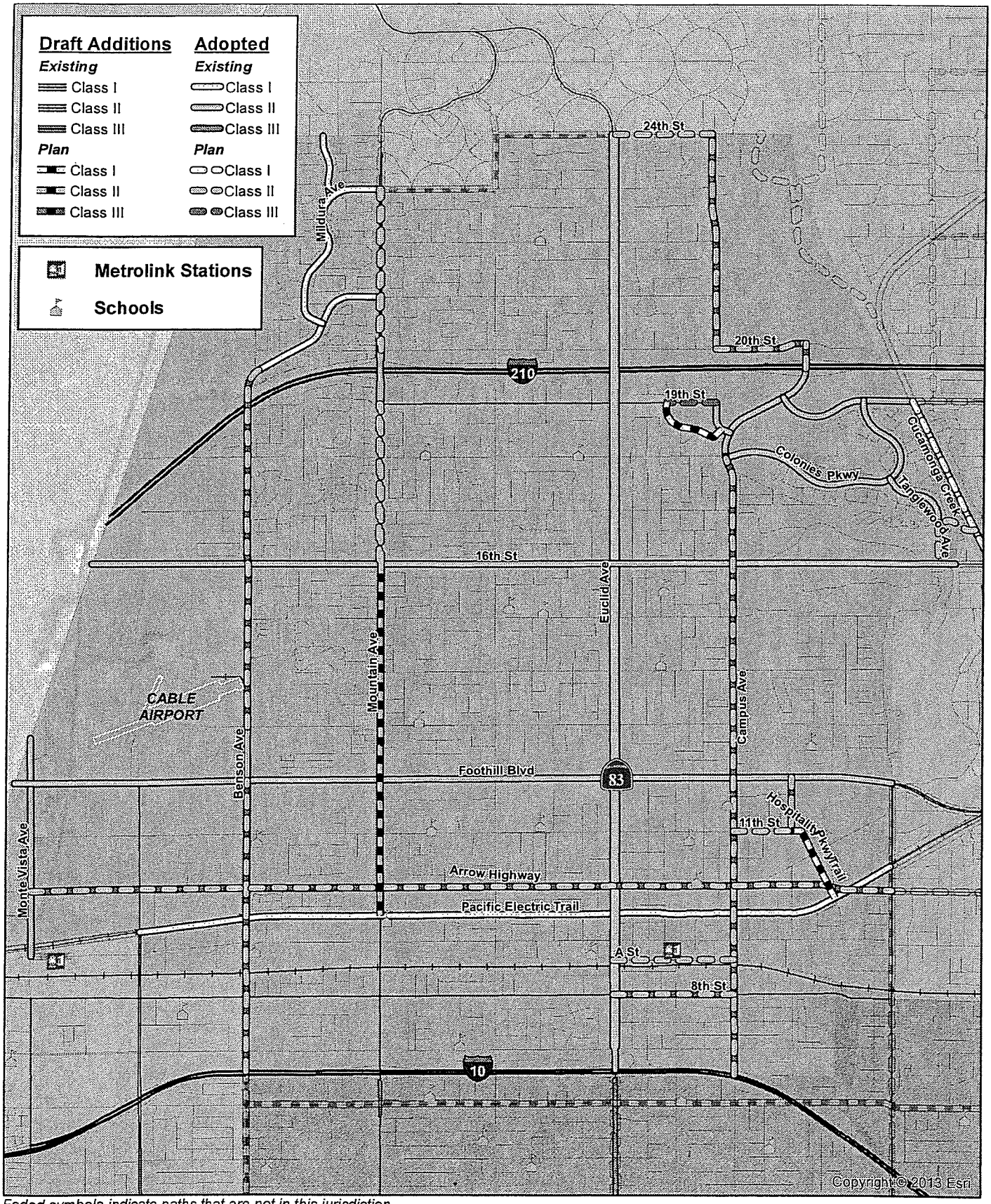
0 2.75 5.5 11 Miles

July 2013
Ginger Koblasz
NMTP_DraftMaps

Governments SANBAG Working Together

DRAFT: Non-Motorized Transportation Plan Update

City of Upland



Faded symbols indicate paths that are not in this jurisdiction.

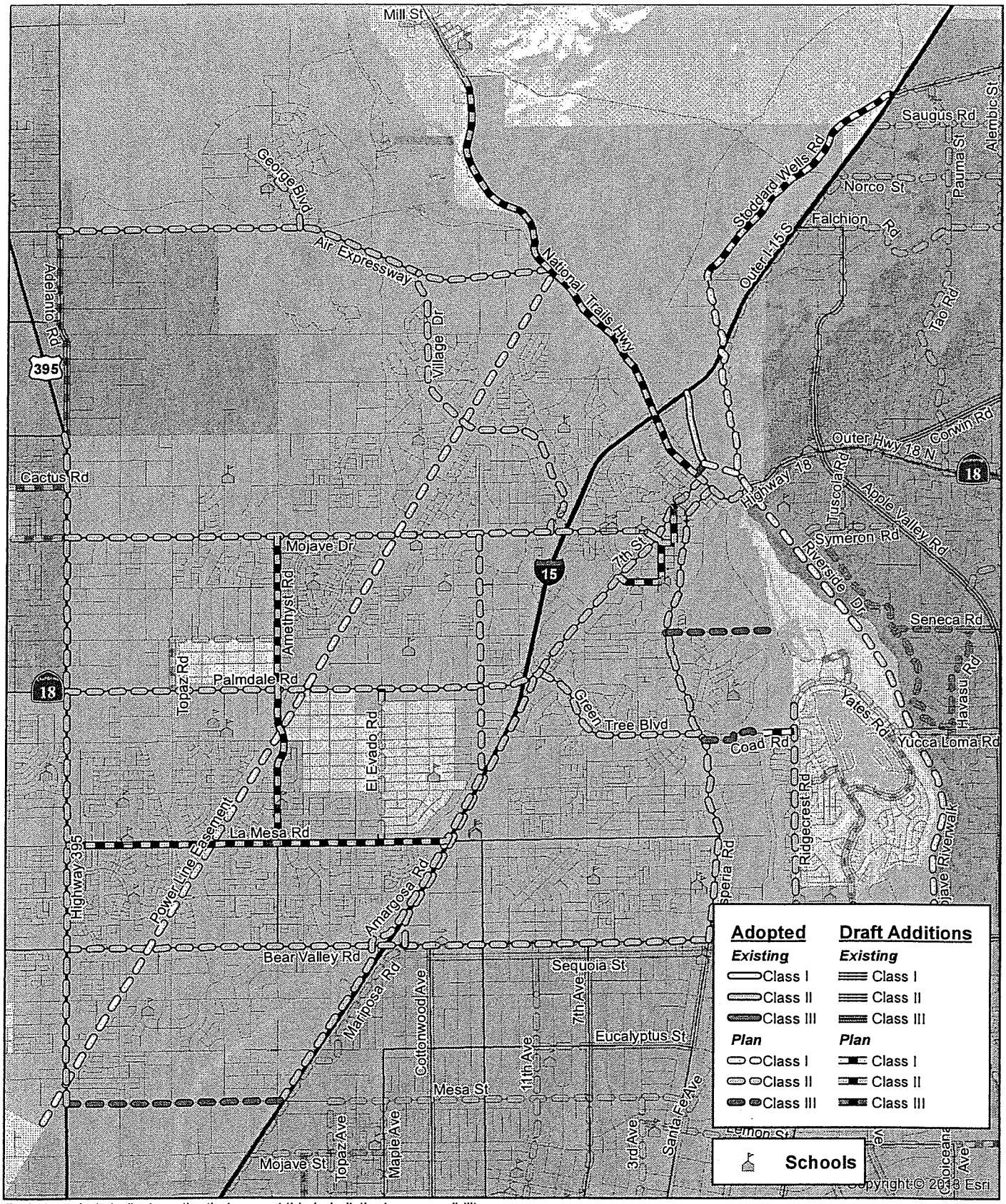
0 0.5 1 2 Miles

September 2013
Ginger Koblasz
NMTP_DraftMaps

Governments SANBAG Working Together

DRAFT: Non-Motorized Transportation Plan Update

City of Victorville



Faded symbols indicate paths that are not this jurisdiction's responsibility.

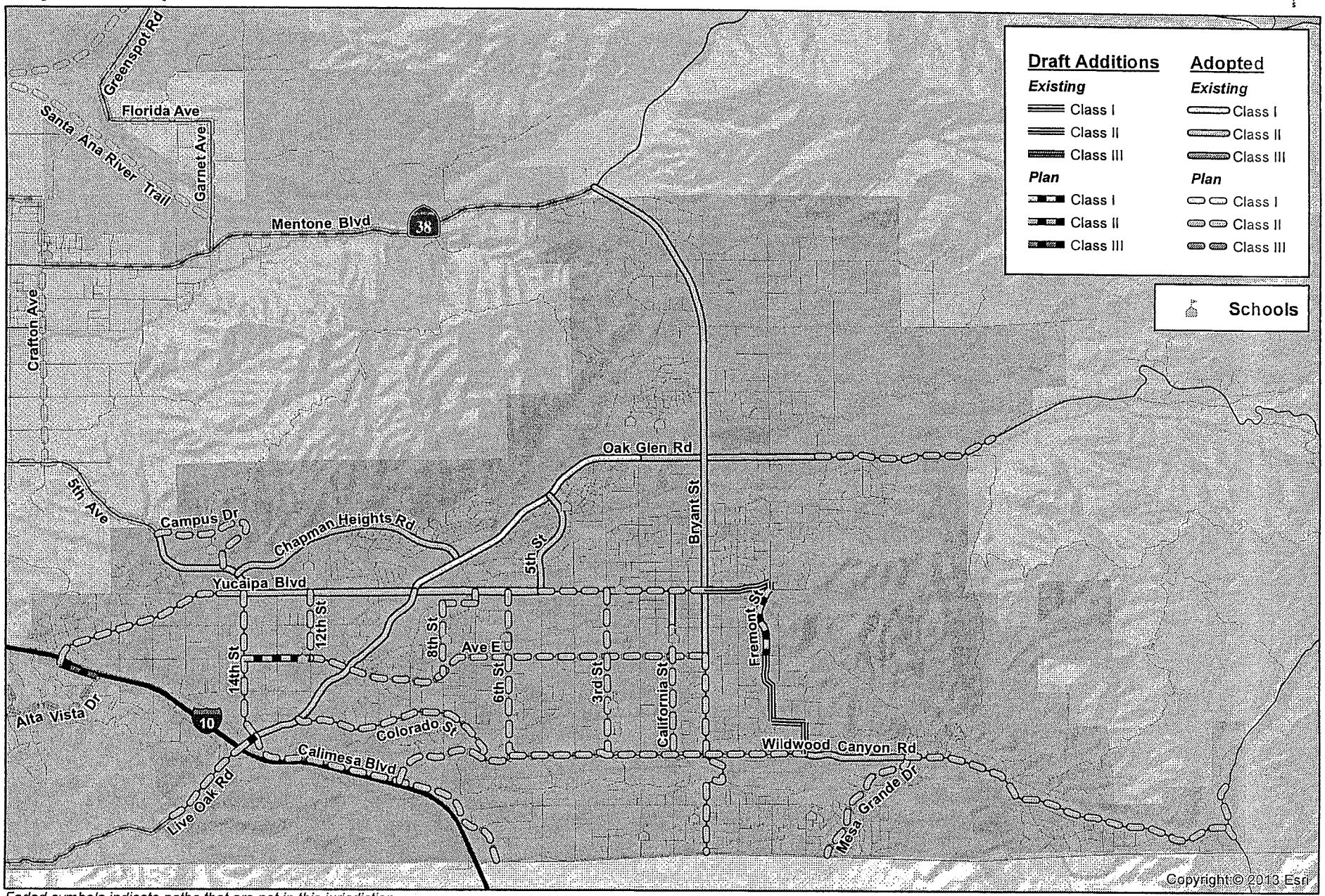
0 0.5 1 2 Miles

September 2013
Ginger Koblasz
NMTP_DraftMaps

Governments SANBAG Working Together

DRAFT: Non-Motorized Transportation Plan Update

City of Yucaipa



Faded symbols indicate paths that are not in this jurisdiction.

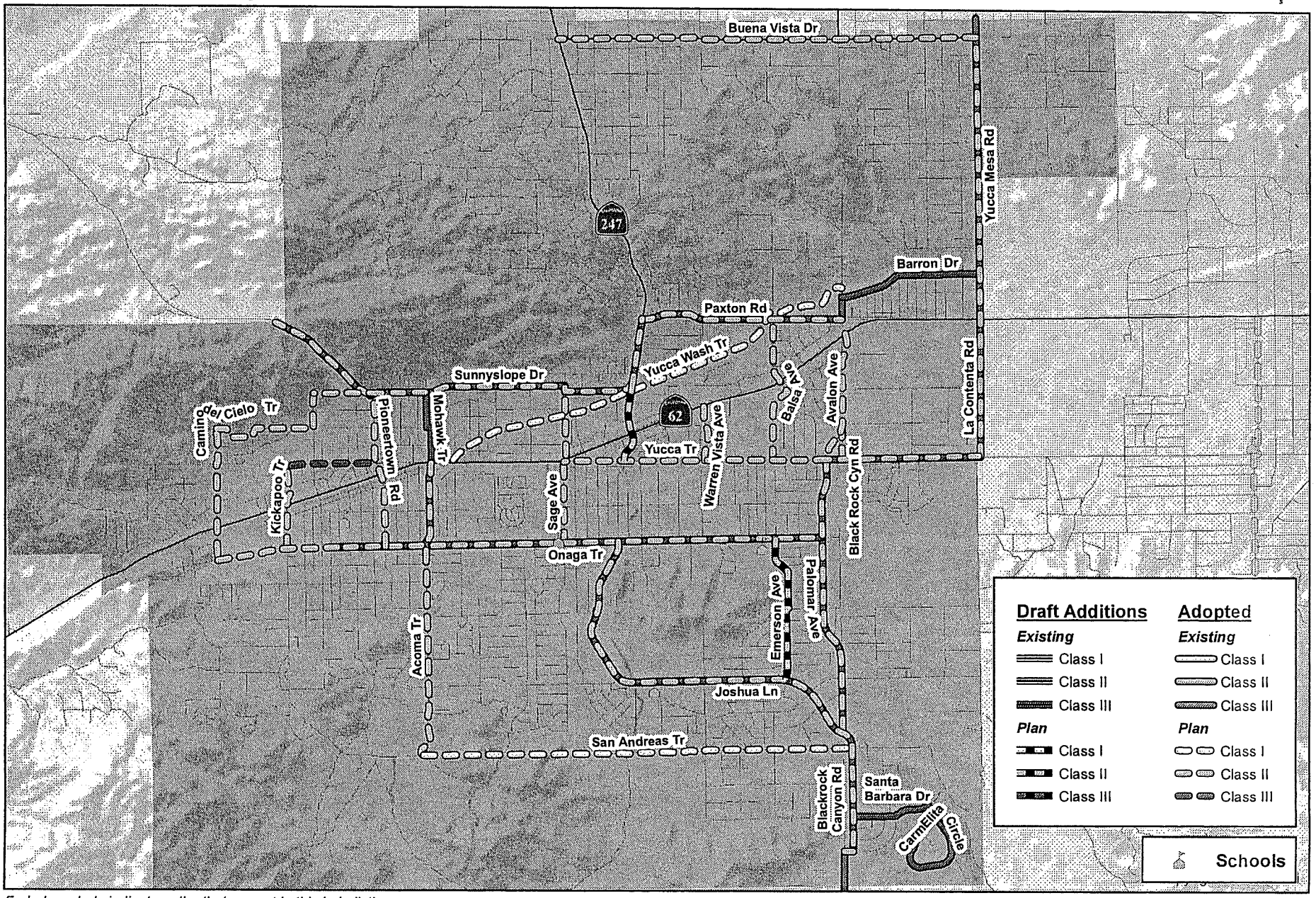
0 0.5 1 2 Miles

September 2013
Ginger Koblasz
NMTP_DraftMaps

Governments SANBAG Working Together

DRAFT: Non-Motorized Transportation Plan Update

Town of Yucca Valley



Faded symbols indicate paths that are not in this jurisdiction.

0 0.5 1 2 Miles

September 2013
Ginger Koblasz
NMTP_DraftMaps

Governments SANBAG Working Together

SANBAG NMTP Gap Closure Amendments: Existing and Proposed Bicycle Facilities by Jurisdictions

City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Adelanto	Planned	Adelanto Rd	Air Expressway	.12m S Holly Rd	II	2.13	$106,500
Adelanto	Planned	Cactus Rd	Aster Rd	Highway 395	II	2.01	$100,500
Adelanto	Planned	Mojave Dr	Mesquite Rd	Highway 395	II	0.50	$25,000
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Apple Valley	Existing	Apple Valley Rd	Yucca Loma Rd	Bear Valley Rd	I	2.01	$2,010,000
Apple Valley	Existing	Apple Valley Rd	Ohna Rd	Yucca Loma Rd	II	4.27	$213,500
Apple Valley	Existing	Apple Valley Rd	Jess Ranch Pkwy	Verbena St	II	1.77	$88,500
Apple Valley	Existing	Bear Valley Rd	Mojave River	Apple Valley Rd	I	0.70	$700,000
Apple Valley	Existing	Corwin Rd	SR-18	Waalew Rd	II	2.78	$139,000
Apple Valley	Existing	Dale Evans Pkwy	Otoe Rd	SR-18	II	1.67	$83,500
Apple Valley	Existing	Dale Evans Pkwy	Waalew Rd	Otoe Rd	II	0.89	$44,500
Apple Valley	Existing	Kiowa Ave	Yucca Loma Rd	Bear Valley Rd	II	2.02	$101,000
Apple Valley	Existing	Mesquite Rd	Lucilla Rd	Ottawa Rd	I	0.21	$210,000
Apple Valley	Existing	Navajo Rd	SR-18	Tussing Ranch Rd	I	4.00	$4,000,000
Apple Valley	Existing	Navajo Rd	Waalew	SR-18	II	3.90	$195,000
Apple Valley	Existing	Pah-Ute Rd	Kiowa Ave	Navajo Rd	II	1.01	$50,500
Apple Valley	Existing	Thunderbird Rd	Rancherias Rd	Central Rd	II	3.03	$151,500
Apple Valley	Existing	Tussing Ranch Rd	Navajo Rd	Cochiti Rd	I	0.29	$290,000
Apple Valley	Existing	Waalew Rd	Corwin Rd	Dale Evans Pkwy	II	0.82	$41,000
Apple Valley	Existing	Yucca Loma Rd	Yates Rd	Algonquin Rd	I	3.60	$3,600,000
Apple Valley	Planned	Alembic St	Stoddard Wells Rd	Norco St	I	1.06	$1,060,000
Apple Valley	Planned	Alembic St	Norco St	Falchion Rd	II	0.50	$25,000
Apple Valley	Planned	Apple Valley Rd	Falchion Rd	Ohna Rd	I	1.49	$1,490,000
Apple Valley	Planned	Apple Valley Rd	Bear Valley Rd	Jess Ranch Pkwy	II	0.74	$37,000
Apple Valley	Planned	Bear Valley Rd	Central Rd	Joshua Rd	II	1.00	$50,000
Apple Valley	Planned	Bear Valley Rd	W City Limit	Central Rd	I	3.98	$3,980,000
Apple Valley	Planned	Central Rd	Stoddard Wells Rd	Waalew Rd	II	5.08	$254,000
Apple Valley	Planned	Central Rd	Bear Valley Rd	Mojave St	II	2.62	$131,000
Apple Valley	Planned	Central Rd	Waalew Rd	Bear Valley Rd	I	6.26	$6,260,000
Apple Valley	Planned	Choco Rd	Saugus Rd	Norco St	II	0.55	$27,500
Apple Valley	Planned	Choco Rd	Waalew Rd	Corwin Rd	II	0.42	$21,000
Apple Valley	Planned	Choco Rd	Seneca Rd	Yucca Loma Rd	III	1.00	$15,000
Apple Valley	Planned	Corwin Rd	Choco Rd	Dakota Rd	I	2.50	$2,500,000
Apple Valley	Planned	Dakota Rd	Fresno Rd	Corwin Rd	I	0.34	$340,000
Apple Valley	Planned	Dale Evans Pkwy	Outer I-15 S	Fresno Rd	I	4.99	$4,990,000
Apple Valley	Planned	Dale Evans Pkwy	Fresno Rd	Corwin Rd	II	0.72	$36,000
Apple Valley	Planned	Dale Evans Pkwy	Corwin Rd	Waalew Rd	I	0.55	$550,000
Apple Valley	Planned	Deep Creek Rd	Sitting Bull Rd	Tussing Ranch Rd	II	3.00	$150,000
Apple Valley	Planned	Del Oro Rd	Apple Valley Rd	Denison Rd	II	4.09	$204,500
Apple Valley	Planned	Esaws Ave	Central Rd	Joshua Rd	I	1.00	$1,000,000
Apple Valley	Planned	Falchion Rd	Outer I-15 S	Norco St	I	2.84	$2,840,000
Apple Valley	Planned	Fresno Rd	Dale Evans Pkwy	Dachshund Ave	I	0.51	$510,000
Apple Valley	Planned	Fresno Rd	Dachshund Ave	Navajo Rd	II	0.50	$25,000
Apple Valley	Planned	Havasu Rd	Seneca Rd	Yucca Loma Rd	III	1.09	$16,350
Apple Valley	Planned	Highway 18	West City Boundary	Apple Valley Rd	II	0.82	$41,000
Apple Valley	Planned	Kiowa Rd	Bear Valley Rd	Ocotillo Wy	II	2.99	$149,500
Apple Valley	Planned	Lafayette St	Dale Evans Pkwy	Central Rd	II	2.02	$101,000
Apple Valley	Planned	Mandan Rd	Hwy 18	Apple Valley Rd	II	1.29	$64,500
Apple Valley	Planned	Mesquite Rd	Yucca Loma Rd	Ottawa Rd	II	0.50	$25,000
Apple Valley	Planned	Mesquite Rd	Lucilla Rd	Bear Valley Rd	II	1.29	$64,500
Apple Valley	Planned	Mohawk Rd	Bear Valley Rd	Tussing Ranch Rd	III	2.00	$29,850
Apple Valley	Planned	Navajo Rd	Lafayette St	Fresno Rd	II	1.27	$63,500
Apple Valley	Planned	Navajo Rd	Tussing Ranch Rd	Ocotillo Wy	II	1.00	$50,000
Apple Valley	Planned	Nisqually Rd	Navajo Rd	Maumee Rd	II	0.33	$16,500
Apple Valley	Planned	Nisqually Rd	Maumee Rd	Mesquite Rd	I	1.17	$1,170,000
Apple Valley	Planned	Norco St	Outer I-15 S	Dale Evans Pkwy	I	3.55	$3,550,000
Apple Valley	Planned	Ocotilla Rd	Thunderbird Rd	Yucca Loma Rd	I	2.00	$2,000,000
Apple Valley	Planned	Ocotillo Way	Kiowa Rd	Navajo Rd	II	1.00	$50,000
Apple Valley	Planned	Otoe Rd	Dale Evans Pkwy	Navajo Rd	III	1.01	$15,150
Apple Valley	Planned	Outer Hwy 18 N	Apple Valley Rd	Tao Rd	II	1.23	$61,500
Apple Valley	Planned	Outer Hwy 18 S	Navajo Rd	Joshua Rd	II	2.00	$100,000
Apple Valley	Planned	Outer Hwy 18 S	Tao Rd	Mandan Rd	II	1.61	$80,800
Apple Valley	Planned	Outer I-15 S	Stoddard Wells Rd	Norco St	II	2.15	$107,500
Apple Valley	Planned	Pah-Ute Rd	Central Rd	Mesquite Rd	II	0.50	$25,000
Apple Valley	Planned	Pauma St	Saugus Rd	Falchion Rd	II	1.00	$50,400
Apple Valley	Planned	Pauma St	Stoddard Wells Rd	Saugus Rd	II	0.46	$23,000
Apple Valley	Planned	Powhatan Rd	Rancherias Rd	Navajo Rd	III	0.29	$4,350
Apple Valley	Planned	Ramona Ave	Navajo Rd	Ocotilla Rd	II	1.50	$75,000
Apple Valley	Planned	Rancherias Rd	Hwy 18	Powhatan Rd	III	3.34	$50,100
Apple Valley	Planned	Rancherias Rd	Thunderbird Rd	Hwy 18	III	0.12	$1,800
Apple Valley	Planned	Riverside Dr	Symeron Rd	Havasu Rd	III	2.68	$40,200
Apple Valley	Planned	Sandia Rd	Kiowa Rd	Mohawk Rd	II	0.45	$22,500
Apple Valley	Planned	Sandia Rd	Mohawk Rd	Navajo Rd	I	0.55	$550,000
Apple Valley	Planned	Saugus Rd	Outer I-15 S	Dale Evans Pkwy	I	3.31	$3,310,000
Apple Valley	Planned	Seneca Rd	Riverside Dr	Rancherias Rd	III	2.38	$35,700
Apple Valley	Planned	Sitting Bull Rd	Apple Valley Rd	Navajo Rd	II	2.99	$149,800
Apple Valley	Planned	Standing Rock Ave	Central Rd	Joshua Rd	I	1.00	$1,000,000
Apple Valley	Planned	Stoddard Wells Rd	Alembic St	Johnson Rd	I	0.70	$700,000
Apple Valley	Planned	Stoddard Wells Rd	Outer I-15 S	Alembic St	II	1.07	$53,500
Apple Valley	Planned	Stoddard Wells Rd	Dale Evans Pkwy	Central Rd	I	2.07	$2,070,000
Apple Valley	Planned	Symeron Rd	Riverside Dr	Apple Valley Rd	II	0.88	$44,000
Apple Valley	Planned	Tao Rd	Falchion Rd	Corwin Rd	I	2.05	$2,050,000
Apple Valley	Planned	Tao Rd	Corwin Rd	Outer Highway 18	II	0.48	$23,750
Apple Valley	Planned	Thunderbird Rd	Central Rd	Joshua Rd	II	1.00	$50,000
Apple Valley	Planned	Tuscola Rd	Apple Valley Rd	Symeron Rd	II	0.45	$22,500
Apple Valley	Planned	Tussing Ranch Rd	Mojave River	Navajo Rd	II	2.90	$145,000
Apple Valley	Planned	Tussing Ranch Rd	Cochiti Rd	Central Rd	II	0.71	$35,500
Apple Valley	Planned	Waalew Rd	Corwin Rd	Dale Evans Pkwy	I	2.89	$2,890,000
Apple Valley	Planned	Waalew Rd	Central Rd	Joshua Rd	II	0.90	$45,000
Apple Valley	Planned	Wren St	Kiowa Rd	Mohawk Rd	III	0.50	$7,500

Apple Valley	Planned	Wren St	Mohawk Rd	Central Rd	I	1.50	$1,500,000
Apple Valley	Planned	Yucca Loma Rd	Algonquin Rd	Navajo Rd	II	0.15	$7,500
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Barstow	Planned	1st Ave	Irwin Rd	Main St	II	0.85	$42,500
Barstow	Planned	1st St	Irwin Rd	.46m NE Irwin Rd	II	0.45	$22,500
Barstow	Planned	Barstow Rd	Main St	SR-247	II	2.56	$128,000
Barstow	Planned	Drainage Channel	Main St	Osborne Rd	I	2.45	$2,450,700
Barstow	Planned	H St	Main St	Linda Vista Ave	II	1.07	$53,500
Barstow	Planned	Irwin Rd	Old Hwy 58	1st Ave	II	0.79	$39,500
Barstow	Planned	Lenwood Rd	Agate Rd	Main St	II	1.38	$69,000
Barstow	Planned	Main St	W City Limit	I-40	II	6.62	$331,000
Barstow	Planned	Main St	Delaney Rd	City Limit 0.68 m East	II	1.39	$69,700
Barstow	Planned	Montara Rd	Main St	Rimrock Rd	II	0.62	$31,000
Barstow	Planned	Muriel Dr	Virginia Wy	Guadalupe Dr	II	1.22	$61,000
Barstow	Planned	Old State 58	.02m W Camarillo Ave	4m E Muriel St	II	0.24	$12,000
Barstow	Planned	Rimrock Rd	P St	Granada Hills Ave	II	4.39	$219,500
Barstow	Planned	Roberta St	Virgina Wy	Main St	II	0.48	$24,000
Barstow	Planned	Virginia Wy	Barstow Rd	Roberta St	II	0.90	$45,000
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Big Bear Lake	Existing	Bayside Dr	Stone Bridge Rd	Marina Dr	III	0.20	$3,000
Big Bear Lake	Existing	Big Bear Blvd (Hwy 18)	Pine Knot Rd	Knight Ave	III	0.45	$6,750
Big Bear Lake	Existing	Club View Dr	Moonridge Rd	Goldmine Dr	III	0.94	$14,100
Big Bear Lake	Existing	Condor Dr	Eureka Dr	Oriole Dr/Stone Bridge Rd	III	0.09	$1,350
Big Bear Lake	Existing	Cougar Rd	Douglas St	McAllister Rd	III	0.30	$4,500
Big Bear Lake	Existing	Douglas St	Sonoma Drá	Cougar Rd	III	0.06	$900
Big Bear Lake	Existing	Eagle Dr	Eureka Dr	North Eureka Dr	III	0.35	$5,250
Big Bear Lake	Existing	Edgemoor Rd	Big Bear Blvd	Mill Creek Rd	III	0.36	$5,400
Big Bear Lake	Existing	Edgemoor Rd	Lakeview Dr	Big Bear Blvd	III	0.69	$10,350
Big Bear Lake	Existing	Eureka Dr	Park Ave	Eagle Dr	III	0.62	$9,300
Big Bear Lake	Existing	Evergreen Dr	Summit Blvd	Moonridge Rd	III	0.70	$10,500
Big Bear Lake	Existing	Fox Farm Rd	Starvation Flats Rd	Big Bear Blvd	III	0.32	$4,800
Big Bear Lake	Existing	Fox Farm Rd	Big Bear Blvd	Swan Dr/Garstin Rd	III	0.43	$6,450
Big Bear Lake	Existing	Garstin Rd	Swan Dr/Fox Farm Rd	Summit Blvd	III	0.21	$3,150
Big Bear Lake	Existing	Goldmine Dr	Club View Dr	Moonridge Rd	III	0.21	$3,150
Big Bear Lake	Existing	Juniper Dr	Division Dr	Starvation Flats Rd	III	0.73	$10,950
Big Bear Lake	Existing	Knight Ave	Big Bear Blvd	Park Ave	III	0.24	$3,600
Big Bear Lake	Existing	Lakeview Dr	Talmadge Rd	Edgemoor Rd	III	1.02	$15,300
Big Bear Lake	Existing	Lakeview Dr	Talmadge Rd	Paine Rd	III	0.37	$5,550
Big Bear Lake	Existing	Lakeview Dr (Hwy 18)	Simonds Dr	Pine Knot Rd	III	0.18	$2,700
Big Bear Lake	Existing	Marina Dr	Bayside Dr	Swan Dr	III	0.33	$4,950
Big Bear Lake	Existing	McAllister Rd	Cougar Rd	Fox Farm Rd	III	0.37	$5,550
Big Bear Lake	Existing	McAllister Rd	Fox Farm Rd	Juniper Rd	III	0.11	$1,650
Big Bear Lake	Existing	Mill Creek Rd	Edgemoor Rd	Talmadge Rd/Big Bear Blvd	III	0.28	$4,200
Big Bear Lake	Existing	Moonridge Rd	Goldmine Dr	Sunset Dr	III	0.99	$14,850
Big Bear Lake	Existing	Moonridge Rd	Evergreen Dr	Club View Dr	III	0.44	$6,600
Big Bear Lake	Existing	North Eureka Dr	Eagle Dr	Condor Dr	III	0.27	$4,050
Big Bear Lake	Existing	Paine Rd	Lakeview Dr	Simonds Dr	III	0.07	$1,050
Big Bear Lake	Existing	Park Ave	Knight Ave	Eureka Dr	III	0.32	$4,800
Big Bear Lake	Existing	Park Ave	Summit Blvd	Eureka Dr	III	0.60	$9,000
Big Bear Lake	Existing	Simonds Dr	Paine Rd	Lakeview Dr (Hwy 18)	III	0.21	$3,150
Big Bear Lake	Existing	Sonoma Dr	Sunset Dr	Cougar Ave	III	0.82	$12,300
Big Bear Lake	Existing	Starvation Flats Rd	Juniper Dr	Fox Farm Rd	III	0.10	$1,500
Big Bear Lake	Existing	Stone Bridge Rd	Oriole Dr/Condor Dr	Bayside Dr	III	0.20	$3,000
Big Bear Lake	Existing	Summit Blvd	Garstin Rd	Big Bear Blvd	III	0.18	$2,700
Big Bear Lake	Existing	Summit Blvd	Big Bear Blvd	Evergreen Dr	III	0.26	$3,900
Big Bear Lake	Existing	Swan Dr	Marina Dr	Garstin Rd/Fox Farm Rd	III	0.16	$2,400
Big Bear Lake	Existing	Talmadge Rd	Mill Creek Rd/Big Bear Blvd	Lakeview Dr	III	0.48	$7,200
Big Bear Lake	Planned	Elm St	Sonoma Dr	Moodridge Rd	III	0.09	$1,360
Big Bear Lake	Planned	Fox Farm Rd	Starvation Flats Rd	E City Limit	II	0.55	$27,600
Big Bear Lake	Planned	Knickerbocker Cr Tr	Village Dr	Big Bear Lake	I	0.50	$1,700,000
Big Bear Lake	Planned	Moonridge Rd	Rathbun Dr	Sonoma Dr	III	0.17	$2,650
Big Bear Lake	Planned	Starvation Flats Rd	Big Bear Blvd	Juniper Dr	II	0.50	$25,050
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Chino	Existing	Alvardo St	S North Ave	Treadwell Ave	II	0.19	$9,500
Chino	Existing	Amsterdam Ave	Schaefer Ave	Dalton St	II	0.34	$17,000
Chino	Existing	Avila Ave	S North Ave	Schaefer Ave	II	0.37	$18,500
Chino	Existing	Avila Ave	Schaefer Ave	Edam St	II	0.32	$16,000
Chino	Existing	Benson Ave	Walnut Ave	Chino Ave	III	0.99	$14,850
Chino	Existing	Benson Ave	Chino Ave	Shaefer Ave	II	0.50	$25,000
Chino	Existing	Benson Ave	Monticello St	Walnut Ave	II	0.44	$22,000
Chino	Existing	Bickmore Ave	Moonflower Ave	Mill Creek Ave	I	0.35	$350,000
Chino	Existing	Central Ave	Edison Ave	El Prado Rd	II	1.44	$72,000
Chino	Existing	Chino Ave	Benson Ave	Euclid Ave	II	1.70	$85,000
Chino	Existing	Chino Hills Pkwy	Monte Vista Ave	Central Ave	II	0.57	$28,500
Chino	Existing	Clemson St	Purdue Ave	San Antonio Ave	II	0.32	$16,000
Chino	Existing	Cypress Ave	Schaefer Ave	Edison Ave	II	0.50	$25,000
Chino	Existing	East End Ave	Chino Ave	Schaefer Ave	II	0.50	$25,000
Chino	Existing	East Preserve Loop	Main St	s/o Forest Park St	II	0.45	$22,500
Chino	Existing	Edam St	Avila Ave	Rancho Del Chino Ave	II	0.22	$11,000
Chino	Existing	Edison Ave	Magnolia Ave	Cypress Ave	III	0.49	$7,350
Chino	Existing	Edison Ave	Central Ave	Magnolia Ave	I	1.00	$1,000,000
Chino	Existing	Eucalyptus Ave	Central Ave	Yorba Ave	II	0.74	$37,000
Chino	Existing	Eucalyptus Ave	Euclid Ave	Fern Ave	III	0.18	$2,700
Chino	Existing	Eucalyptus Ave	Fern Ave	Cypress St	II	0.61	$30,500
Chino	Existing	Fern Ave	Riverside Dr	Schaefer Ave	II	1.00	$50,000
Chino	Existing	Fern Ave	Schaefer Ave	Hickory St	II	0.12	$6,000
Chino	Existing	Fern Ave	Edison Ave	n/o Persimmon St	III	0.29	$4,350
Chino	Existing	Fern Ave	n/o Persimmon St	Eucalyptus Ave	II	0.20	$10,000
Chino	Existing	Flight Ave	East Preserve Loop	Kimball Ave	II	0.66	$33,000
Chino	Existing	Kimball Ave	Rincon Meadow Rd	w/o Hellman Ave	I	1.37	$1,370,000
Chino	Existing	Magnolia Ave	Schaefer Ave	Edison Ave	II	0.50	$25,000
Chino	Existing	Main St	Kimball Ave	East Preserve Loop	II	0.09	$4,500

Chino	Existing	Mill Creek Ave	Kimball Ave	Bickmore Ave	II	0.50	$25,000
Chino	Existing	Monte Vista Ave	Chino Ave	Chino Hills Pkwy	II	2.00	$100,000
Chino	Existing	Monte Vista Ave	Philadelphia St	Lincoln Ave	II	0.84	$42,000
Chino	Existing	Monte Vista Ave	Lincoln Ave	Riverside Dr	III	0.15	$2,250
Chino	Existing	Philadelphia St	Carlisle Ave	Central Ave	II	0.59	$29,500
Chino	Existing	Philadelphia St	Central Ave	Benson Ave	III	0.50	$7,500
Chino	Existing	Pine St	Mill Creek Ave	West Preserve Loop	I	0.30	$300,000
Chino	Existing	Purdue Ave	Eucalyptus Aave	Clemson St	II	0.24	$12,000
Chino	Existing	Rancho Del Chino Ave	Treadwell Ave	Schaefer Ave	II	0.38	$19,000
Chino	Existing	Rincon Meadows Ave	Kimball Ave	Bickmore Ave	II	0.50	$25,000
Chino	Existing	San Antonio Ave	Clemson St	Eucalyptus Ave	II	0.24	$12,000
Chino	Existing	Schaefer Ave	East End Ave	Fern Ave	II	4.00	$200,000
Chino	Existing	West Preserve Loop	Pine Ave	Main St	II	0.81	$40,000
Chino	Planned	Benson Ave	Francis Ave	Philadelphia St	II	0.50	$25,000
Chino	Planned	Benson Ave	Schaefer Ave	Edison Ave	II	0.50	$25,000
Chino	Planned	Bickmore Ave	Euclid Ave	Moonflower Ave	I	0.70	$700,000
Chino	Planned	Bickmore Ave	W Preserve Loop	Hellman Ave	II	1.03	$51,500
Chino	Planned	Central Ave	El Prado Rd.	Drainage Channel	II	0.14	$7,000
Chino	Planned	Chino Ave	Preciado Ave	Benson Ave	II	1.86	$93,000
Chino	Planned	Chino Ave	Unincorporated Boundary w/ of Pipeline	Pipeline	II	0.06	$3,000
Chino	Planned	Chino Corona Rd (E/W)	Chino Corona Rd (N/S)	Main St	I	0.56	$560,000
Chino	Planned	Chino Corona Rd (N/S)	Pine Ave	Chino Corona Rd (E/W)	I	0.78	$780,000
Chino	Planned	Cypress Ave	Walnut Ave	Schaefer Ave	II	1.49	$74,500
Chino	Planned	Drainage Channel	Philadelphia St	Flower St	I	6.70	$6,700,000
Chino	Planned	East End Ave	Philadelphia St	Chino Ave	II	0.54	$27,000
Chino	Planned	East Preserve Loop	Main St (southside of loop)	Forest Park St	II	1.34	$67,000
Chino	Planned	Edison Ave	Magnolia Ave	Cypress Ave	I	0.49	$490,000
Chino	Planned	Edison Ave	Cypress Ave (along SCE Easement)	Euclid Ave	I	0.75	$750,000
Chino	Planned	Eucalyptus Ave	Pipeline Ave	Yorba Ave	II	0.77	$38,500
Chino	Planned	Eucalyptus Ave	Cypress Channel	Oaks Ave	II	0.35	$17,500
Chino	Planned	Euclid Ave	Riverside Dr	SR-71	II	6.08	$304,000
Chino	Planned	Fern Ave	Hickory St	Edison Ave	II	0.37	$18,500
Chino	Planned	Flight Ave	Kimball Ave	Remington Ave	II	0.49	$24,500
Chino	Planned	Francis Ave	Benson Ave	West City Limit	II	0.61	$30,500
Chino	Planned	Future Street (south end of loop)	West Preserve Loop	Chino Corona Rd (E/W)	I	0.19	$190,000
Chino	Planned	Future Street south of Eucalyptus Ave	Eucalyptus Ave	Mountain Ave	II	0.75	$37,500
Chino	Planned	Hellman Ave	Merrill Ave	Hereford Dr	I	2.50	$2,500,000
Chino	Planned	Hellman Ave	Hereford Dr	McCarty Rd	II	1.24	$62,000
Chino	Planned	Kimball Ave	Euclid Ave	Rincon Meadows Ave	I	0.82	$820,000
Chino	Planned	Legacy Park St	Chino Corona Rd (N/S)	Hellman Ave	I	1.26	$1,260,000
Chino	Planned	Main St	E/W Preserve Loop	Chino Corona Rd (E/W)	I	0.13	$130,000
Chino	Planned	Market St	West Preserve Loop	East Preserve Loop	I	0.48	$480,000
Chino	Planned	Mayhew Ave	Kimball Ave	Pine Ave	I	0.89	$890,000
Chino	Planned	Mill Creek Ave	Bickmore Ave	Pine Ave	II	0.28	$14,000
Chino	Planned	Mill Creek Ave	Kimball Ave	Spring Hill St	I	0.25	$250,000
Chino	Planned	Monte Vista Ave	Philadelphia St	Francis Ave	II	0.50	$25,000
Chino	Planned	Monte Vista Ave	Riverside Dr	Chino Ave	II	0.50	$25,000
Chino	Planned	Mountain Ave	Edison Ave	Eucalyptus Ave	II	0.50	$25,000
Chino	Planned	Mountan Ave	Eucalyptus Ave	(Future Street to west)	II	0.15	$7,500
Chino	Planned	Nature Trail	Spring Hill St	Bickmore Ave	I	0.24	$240,000
Chino	Planned	Oaks Ave	Eucalyptus Ave	Edison Ave	II	0.64	$32,000
Chino	Planned	Philadelphia St	Drainage Channel	W City Limit	II	0.29	$14,500
Chino	Planned	Pine Ave	Euclid Ave	Mill Creek Ave	I	1.05	$1,050,000
Chino	Planned	Pine St	West Preserve Loop	Hellman Ave	I	0.97	$970,000
Chino	Planned	Pipeline Ave	Francis Ave	Drainage Channel	II	3.51	$175,500
Chino	Planned	Remington Ave	Flight Ave	Carpenter St	II	0.70	$35,000
Chino	Planned	Ricon Meadows Ave	Bickmore Ave	Pine Ave	I	0.29	$290,000
Chino	Planned	San Antonio Ave	Riverside Dr	Edam St	II	1.32	$66,000
Chino	Planned	SCE Easement Trail	Pine Ave	Hellman Ave	I	1.88	$1,880,000
Chino	Planned	Schaefer Ave	Fern Ave	Euclid Ave	II	0.19	$9,500
Chino	Planned	Spring Hill St	Mill Creek Ave	Nature Trail	I	0.10	$100,000
Chino	Planned	Walnut Ave	West City Limit	Fern Ave	II	4.23	$211,500
Chino	Planned	West Preserve Loop	Pine Ave	Main St (southside of loop)	II	0.86	$43,000
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Chino Hills	Existing	Butterfield Ranch Rd	Soquel Canyon Pkwy	Shady View Dr	II	3.07	$153,500
Chino Hills	Existing	Carbon Canyon Rd	Old Carbon Canyon Rd	Chino Hills Pkwy	II	1.33	$66,500
Chino Hills	Existing	Chino Ave	Peyton Dr	SR-71	II	0.51	$25,500
Chino Hills	Existing	Chino Hills Pkwy	Peyton Dr	Rolling Ridge Dr	II	0.72	$36,000
Chino Hills	Existing	Chino Hills Pkwy	Ramona Ave	Monte Vista Ave	II	0.43	$21,500
Chino Hills	Existing	Chino Hills Pkwy	Grand Ave	Carbon Canyon Rd	II	1.44	$72,000
Chino Hills	Existing	Chino Hills Pkwy	N City Limit	Grand Ave	II	0.92	$46,000
Chino Hills	Existing	Eucalyptus Ave	Chino Hills Pkwy	Chino Hills Community Park	II	0.78	$39,000
Chino Hills	Existing	Fairfield Ranch Rd	Soquel Canyon Pkwy	Big League Dreams	II	1.27	$63,500
Chino Hills	Existing	Grand Ave	W City Limit	Peyton Dr	II	3.76	$188,000
Chino Hills	Existing	Peyton Dr	Chino Hills Parkway	Woodview Rd	II	1.61	$80,500
Chino Hills	Existing	Peyton Dr	Rock Springs Dr	Eucalyptus Ave	II	2.16	$108,000
Chino Hills	Existing	Soquel Canyon Pkwy	Butterfield Ranch Rd	Golden Terrace Ln	II	1.61	$80,500
Chino Hills	Existing	Woodview Rd	Peyton Dr	Vellano Club Dr	II	2.04	$102,000
Chino Hills	Planned	Carbon Canyon Rd	E City Limit	Old Carbon Cnyn Rd	III	2.69	$40,350
Chino Hills	Planned	Central Ave	SR-71	Drainage Channel	III	0.43	$6,450
Chino Hills	Planned	Chino Ave	W City Limits	Peyton Dr	II	1.63	$81,500
Chino Hills	Planned	Chino Hills Pkwy	Carbon Canyon Rd	Peyton Dr	II	0.52	$26,000
Chino Hills	Planned	Chino Hills Pkwy	Rolling Ridge Dr	SR-71	II	0.59	$29,500
Chino Hills	Planned	Chino Hills Pkwy	SR-71	Ramona Ave	II	0.19	$9,500
Chino Hills	Planned	Eucalyptus Ave	Rancho Hills Dr	Chino Hills Pkwy	II	1.66	$83,000
Chino Hills	Planned	Eucalyptus Ave	Peyton Ave	Pipeline Ave	III	0.95	$14,250
Chino Hills	Planned	Eucalyptus Ave	Chino Hills Community Park	Peyton Dr	II	0.09	$4,500
Chino Hills	Planned	Fairfield Ranch Rd	Big League Dreams	Pine Ave	II	0.77	$38,500
Chino Hills	Planned	Grand Ave	Peyton Ave	SR-71	II	0.50	$25,000
Chino Hills	Planned	Peyton Dr	Rock Springs Rd	SR-71	III	0.20	$3,000
Chino Hills	Planned	Peyton Dr	Eucalyptus Ave	Chino Hills Pkwy	II	0.50	$25,000
Chino Hills	Planned	Pine Ave	Butterfield Ranch Rd	SR-71	II	0.32	$16,300
Chino Hills	Planned	Soquel Canyon Pkwy	Butterfield Ranch Rd	SR-71	III	0.46	$7,000
Chino Hills	Planned	Soquel Canyon Pkwy	Peyton Dr	Golden Terrace Ln	II	0.94	$47,000

City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Colton	Existing	9th St	G St	Valley Blvd	II	0.15	$7,500
Colton	Existing	Barton Rd	Washington St	Waterman Ave	III	1.70	$25,500
Colton	Existing	Colton Ave Bike Path	N City Limits	G St	I	1.12	$1,120,000
Colton	Existing	Cooley Dr	Mt Vernon Ave	Old Ranch Rd	II	1.90	$95,000
Colton	Existing	Cooley Ln	Cooley Dr	Hunts Ln	II	0.32	$16,000
Colton	Existing	G St	9th St	Colton Ave	II	0.09	$4,500
Colton	Existing	La Cadena Dr	BNSF RR	Santa Ana River Bridge	II	0.78	$39,000
Colton	Existing	La Cadena Dr	Barton Rd	La Loma Ave	III	0.41	$6,150
Colton	Existing	La Cadena Dr	Santa Ana River Bridge	Litton Ave	III	0.43	$6,450
Colton	Existing	La Cadena Dr	Valley Blvd	BNSF RR	III	0.84	$12,600
Colton	Existing	M St	La Cadena Dr	Mt Vernon Ave	III	0.81	$12,150
Colton	Existing	Meridian Ave	Valley Blvd	San Bernardino Ave	II	0.58	$29,000
Colton	Existing	Mt Vernon Ave	Santa Ana River Bridge	Cooley Dr	II	0.34	$17,000
Colton	Existing	Mt Vernon Ave	Valley Blvd	La Cadena Dr	III	2.24	$33,600
Colton	Existing	Olive St	w/o Rancho Ave	Pennsylvania Ave	III	0.49	$7,350
Colton	Existing	Rancho Ave	Valley Blvd	La Cadena Dr	III	1.50	$22,500
Colton	Existing	Rancho Ave	Mill St	Valley Blvd	III	1.64	$24,600
Colton	Existing	San Bernardino Ave	Pepper Ave	Sycamore Ave	II	0.75	$37,500
Colton	Existing	Santa Ana River Trail	Riverside Cnty Line	I-10	I	6.15	$6,150,000
Colton	Existing	Valley Blvd	Wildrose Ave	e/o Hermosa Ave	III	1.14	$17,100
Colton	Existing	Valley Blvd	w/o Rancho Ave	Mt Vernon Ave	III	1.53	$22,950
Colton	Existing	Washington St	West terminus	Mt Vernon Ave	II	0.94	$47,000
Colton	Existing	Washington St	Mt Vernon Ave	Barton Rd	III	0.98	$14,700
Colton	Planned	10th St	C St	G St	II	0.30	$15,000
Colton	Planned	Agua Mansa Rd	Riverside Ave	County Limit	II	1.55	$77,500
Colton	Planned	Agua Mansa Rd	County Limit	Rancho Ave	II	0.07	$3,500
Colton	Planned	C St	County Limit	Mt Vernon Ave	II	1.27	$63,500
Colton	Planned	C St	Meridian Ave	County Limit	II	0.26	$13,000
Colton	Planned	Cooley Dr	Old Ranch Rd	Washington St	II	0.17	$8,500
Colton	Planned	F St	10th St	Mt Vernon Ave	II	0.39	$19,500
Colton	Planned	Fairway St	Mt Vernon Ave	Auto Plaza Dr	II	0.76	$38,000
Colton	Planned	Hunts Ln	Cooley Ln	Washington St	II	0.38	$19,000
Colton	Planned	La Cadena Dr	Mt Vernon Ave	Valley Blvd	III	1.83	$27,450
Colton	Planned	La Cadena Dr	Barton Rd	I-215	II	0.98	$49,000
Colton	Planned	La Cadena Dr	Santa Ana River	Litton Ave	II	0.47	$23,500
Colton	Planned	Laurel St	Teresa Ave	Mt Vernon Ave	II	1.63	$82,000
Colton	Planned	M St	La Cadena Dr	Mt Vernon Ave	II	0.81	$40,500
Colton	Planned	Meridian Ave	San Bernardino Ave	Randall Ave	II	0.50	$25,000
Colton	Planned	Mt Vernon Ave	Washington St	N of Grand Terrace Rd	II	0.46	$23,000
Colton	Planned	Mt Vernon Ave	Valley Blvd	M St	II	0.72	$36,500
Colton	Planned	Olive St	Meridian St	La Cadena Ave	II	0.25	$12,500
Colton	Planned	Pennsylvania Ave	Mill St	C St	II	1.26	$63,000
Colton	Planned	Rancho Ave	Mill St	N City Limit	III	0.26	$4,000
Colton	Planned	Reche Canyon Trail	County Limit	Riverside County Line	II	1.38	$69,000
Colton	Planned	Reche Canyon Trail	Washington Dr	County Limit	II	0.38	$19,000
Colton	Planned	Riverside Ave	Agua Mansa Rd	Santa Ana River Bridge	II	1.02	$51,000
Colton	Planned	Riverside Ave	Santa Ana River Bridge	Riverside County Line	II	0.32	$16,000
Colton	Planned	San Bernardino Ave	W. City Limit	Meridian St	II	0.25	$12,500
Colton	Planned	Slover Ave	Sycamore Ave	Pepper Ave	II	0.73	$36,500
Colton	Planned	Valley Blvd	W. City Limit	Pepper Ave	II	0.87	$43,500
Colton	Planned	Washington St	I-215	Barton Rd	II	0.87	$43,500
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Fontana	Existing	Augusta Dr E	Sierra Lakes Pkwy	Hacienda Way	II	1.01	$50,500
Fontana	Existing	Augusta Dr W	Hacienda Way	Sierra Lakes Pkwy	II	1.10	$55,000
Fontana	Existing	Baseline Rd	East Ave	Sierra Ave	II	4.56	$228,000
Fontana	Existing	Beech Ave	Baseline Ave	Miller Ave	II	0.49	$24,500
Fontana	Existing	Beech Ave	Cherry Ave	Baseline Ave	II	2.81	$140,500
Fontana	Existing	Cherry Ave	Slover Ave	Jurupa Ave	II	1.01	$50,500
Fontana	Existing	Cherry Ave	Beech Ave	Bridlepath Dr N/Oshawa Dr	II	0.95	$47,500
Fontana	Existing	Citrus Ave	s/o Duncan Cnyn Rd	Baseline Ave	II	3.16	$158,000
Fontana	Existing	Cypress Ave	Randall Ave	San Bernardino Ave	III	0.50	$7,500
Fontana	Existing	Duncan Canyon Rd	Bridgepath Dr N/Oshawa Dr	Lytle Creek Dr N	II	1.03	$51,500
Fontana	Existing	E W Heritage Elem Trail	West Heritage Elementary	E Yosemite Loop Rd	I	0.13	$130,000
Fontana	Existing	Foothill Blvd	East Ave	Cherry Ave	II	1.48	$74,000
Fontana	Existing	Heritage Circle Trail	E Liberty Pkwy	Santa Lucia St	I	0.31	$310,000
Fontana	Existing	Lincoln Loop Rd	Santa Maria Dr	Santa Maria Dr	II	1.42	$71,000
Fontana	Existing	Live Oak Ave	Cherry Ave	Mountain High Dr	II	0.54	$27,000
Fontana	Existing	Mid East Heritage Trail	E Grand Ave	E Lincoln Loop Rd	I	0.30	$300,000
Fontana	Existing	Mid West Heritage Trail	West Heritage Trail	W Grand Ave	I	0.41	$410,000
Fontana	Existing	Muirfield Ln	Citrus Ave	Augusta Dr	II	0.07	$3,500
Fontana	Existing	N East Heritage Elem Trail	S Heritage Cir	East Heritage Elementary	I	0.36	$360,000
Fontana	Existing	N East Heritage Trail	W Lincoln Loop Rd	E Lincoln Loop Rd	I	0.15	$150,000
Fontana	Existing	N W Heritage Elem Trail	S Heritage Cir	West Heritage Elementary	I	0.40	$400,000
Fontana	Existing	N West Heritage Trail	West Heritage Trail	E Yosemete Loop Rd	I	0.19	$190,000
Fontana	Existing	Pacific Electric Trail	I-15	Maple Ave	I	6.52	$6,520,000
Fontana	Existing	Patricia Murray Trail	Foothill Blvd	W Liberty Pkwy	I	0.52	$520,000
Fontana	Existing	S W Heritage Elem Trail	Kings Canyon Ct	W Liberty Pkwy	I	0.16	$160,000
Fontana	Existing	San Bernardino Ave	Cypress Ave	Juniper Ave	III	0.25	$3,750
Fontana	Existing	San Sevaine Trail	Baseline Ave	Foothill Blvd	I	1.14	$1,140,000
Fontana	Existing	San Sevaine Trail	Pacific Electric Trail	Baseline Ave	I	0.23	$230,000
Fontana	Existing	SCE Utility South	Rancherias Dr	Live Oak Ave	I	1.27	$1,270,000
Fontana	Existing	SE E Heritage Elem Trail	East Heritage Elementary	E Liberty Pkwy	I	0.21	$210,000
Fontana	Existing	SE W Heritage Elem Trail	West Heritage Elementary	E Yosemite Loop Rd	I	0.09	$90,000
Fontana	Existing	Sierra Ave	S Highland Ave	Baseline Ave	II	0.83	$41,500
Fontana	Existing	Sierra Lakes Pkwy	Catawba Ave	Sierra Ave	II	1.29	$64,500
Fontana	Existing	Summit Ave	Beech Ave	Sierra Ave	II	2.15	$107,500
Fontana	Existing	SW E Heritage Elem Trail	East Heritage Elementary	E Liberty Pkwy	I	0.23	$230,000
Fontana	Existing	SW W Heritage Elem Trail	West Heritage Elementary	McKinley Dr	I	0.07	$70,000
Fontana	Existing	W W Heritage Elem Trail	West Heritage Trail	W Liberty Pkwy	I	0.06	$60,000
Fontana	Existing	Walnut St	San Sevaine Rd	Citrus Ave	II	0.29	$14,500
Fontana	Existing	Walnut St	Citrus Ave	Sierra Ave	II	2.00	$100,000
Fontana	Existing	West Heritage Trail	S Heritage Cir	Crocker Ct	I	0.56	$560,000

Fontana	Existing	Yosemite Loop Rd	McKinley Dr	McKinley Dr	II	1.46	$72,500
Fontana	Planned	Alder Ave	Jurupa Ave	SCE Utility South	I	0.08	$80,000
Fontana	Planned	Alder Ave	Baseline Ave	Randall Ave	III	2.51	$37,650
Fontana	Planned	Alder Ave	Randall Ave	San Bernardino Ave	II	0.50	$25,000
Fontana	Planned	Arrow Blvd	Almeria Ave	Maple Ave	II	3.15	$157,500
Fontana	Planned	Baseline Rd	Sierra Ave	Maple Ave	II	1.76	$88,000
Fontana	Planned	Beech Ave	Baseline Ave	SCE Utility South	II	4.54	$227,000
Fontana	Planned	Ceres Ave	Cypress Ave	Mango Ave	II	0.74	$37,000
Fontana	Planned	Cherry Ave	Jurupa Ave	Live Oak Ave	II	0.54	$27,000
Fontana	Planned	Cherry Ave	Valley Blvd	Slover Ave	II	0.50	$25,000
Fontana	Planned	Cherry Ave	N City Limit	Baseline Rd	II	1.46	$73,000
Fontana	Planned	Cherry Ave	Foothill Blvd	S City Limit	II	0.13	$6,500
Fontana	Planned	Cherry Ave	Baseline Rd	Foothill Blvd	II	1.02	$51,000
Fontana	Planned	Citrus Ave	Baseline Ave	SCE Utility South	II	5.17	$258,500
Fontana	Planned	Citrus Ave	Duncan Canyon Rd	S of SCE Utility North	II	0.24	$12,000
Fontana	Planned	Connector Path	SCE Utility Norht Spur I	Wilson Ave	I	0.49	$490,000
Fontana	Planned	Cypress Ave	Ceres Ave	Santa Ana Ave	II	2.54	$127,000
Fontana	Planned	Dedez Channel Trail	SCE Utility South	Philadelphia St	I	1.16	$1,160,000
Fontana	Planned	Duncan Canyon Rd	Lytle Creek Rd N	Sierra Ave	II	1.60	$80,000
Fontana	Planned	Fontana Ave	Citrus Ave	Poplar Ave	II	0.70	$35,000
Fontana	Planned	Fontana Ave	Poplar Ave	Lime Ave	II	0.17	$8,500
Fontana	Planned	Foothill Blvd	Cherry Ave	Maple Ave	II	4.78	$239,000
Fontana	Planned	Highland Ave	Sierra Ave	Mango Ave	II	0.31	$15,500
Fontana	Planned	Juniper Ave	Baseline Rd	San Bernardino Ave	III	3.01	$45,150
Fontana	Planned	Jurupa Ave	Sierra Ave	Tamarind Ave	II	0.74	$37,000
Fontana	Planned	Knox Ave	Sierra Lakes Pkwy	SR-210 Drainage	II	0.16	$8,000
Fontana	Planned	Live Oak Ave	SCE Utility South	Cherry Ave	II	0.53	$26,500
Fontana	Planned	Live Oak Ave	Mountain High Dr	Long View Dr	II	0.42	$21,000
Fontana	Planned	Locust Ave	Jurupa Ave	11th St	II	0.27	$13,500
Fontana	Planned	Mango Ave	Riverside Ave	Summit Valley Rd	II	1.80	$90,000
Fontana	Planned	Mango Ave	Highland Ave	Baseline Rd	II	1.00	$50,000
Fontana	Planned	Mango Ave	Valencia Ave	Merrill Ave	III	0.37	$5,550
Fontana	Planned	Maple Ave	Baseline Rd	Orange Way	II	1.71	$85,500
Fontana	Planned	Merrill Ave	Citrus Ave	Alder Ave	III	2.04	$30,600
Fontana	Planned	Merrill Ave	Catawba Ave	Citrus Ave	II	0.24	$12,000
Fontana	Planned	Merrill Ave	Mango Ave	Alder Ave	III	0.75	$11,250
Fontana	Planned	Miller Ave	Pacific Electric Trail	Maple Ave	II	4.30	$215,300
Fontana	Planned	Oleander Ave	Arrow Blvd	Valencia Ave	II	0.12	$6,000
Fontana	Planned	Orange Way	Juniper Ave	Mango Ave	II	0.50	$25,000
Fontana	Planned	Philadelphia St	San Sevaine Tr	Dedez Channel Tr	II	0.88	$44,000
Fontana	Planned	Poplar Ave	Fontana Ave	Beech Ave	II	2.99	$149,500
Fontana	Planned	San Bernardino Ave	Fontana Ave	Alder Ave	II	2.78	$139,000
Fontana	Planned	San Sevaine Rd	SCE Utility North	SR-10 Drainage	II	0.21	$10,500
Fontana	Planned	San Sevaine Tr	Foothill Blvd	S City Limit	I	5.02	$5,020,000
Fontana	Planned	Santa Ana Ave	San Sevaine Tr	Mulberry Ave	II	0.48	$24,000
Fontana	Planned	Santa Ana Ave	Almond St	Tamarind Ave	II	4.05	$202,500
Fontana	Planned	SCE Utility North	Sierra Ave	East Ave	I	6.48	$6,480,000
Fontana	Planned	SCE Utility North Spur I	W City Limit	SCE Utility North	I	1.66	$1,660,000
Fontana	Planned	SCE Utility North Spur II	Lytle Creek Rd	SCE Utility North	I	0.62	$620,000
Fontana	Planned	SCE Utility South	Citrus Ave	Locust Ave	I	2.63	$2,630,000
Fontana	Planned	SCE Utility South	Live Oak Ave	Citrus Ave	I	1.56	$1,560,000
Fontana	Planned	SCE Utility South	San Sevaine Tr	Rancherias Dr	I	0.80	$800,000
Fontana	Planned	Sierra Ave	Lytle Creek Rd	Sierra Lakes Pkwy	II	3.21	$160,500
Fontana	Planned	Sierra Ave	Baseline Ave	S City Limit	II	6.05	$302,500
Fontana	Planned	Sierra Ave	Sierra Lakes Pkwy	Highland Ave	II	0.42	$21,000
Fontana	Planned	Sierra Lakes Pkwy	Lytle Creek Rd	Catawba Ave	II	0.49	$24,500
Fontana	Planned	Sierra Lakes Pkwy	Sierra Ave	Mango Ave	II	0.30	$15,000
Fontana	Planned	Sierra Lakes Pkwy	Cherry Ave	Lytle Creek Rd	II	1.29	$37,000
Fontana	Planned	Slover Ave	San Sevaine Tr	Mulberry Ave	II	0.49	$24,500
Fontana	Planned	Slover Ave	Almond Ave	Cherry Ave	II	0.25	$12,500
Fontana	Planned	Slover Ave	Sierra Ave	Tamarind Ave	II	0.75	$37,500
Fontana	Planned	SR-210 Drainage	San Sevaine Rd	Knox Ave	I	0.99	$990,000
Fontana	Planned	Summit Ave	Sierra Ave	Mango Ave	II	0.25	$12,500
Fontana	Planned	Tamarind Ave	Jurupa Ave	SCE Utility South	I	0.10	$100,000
Fontana	Planned	Valencia Ave	Oleander Ave	Mango Ave	III	0.99	$14,850
Fontana	Planned	Valley Blvd	Almond Ave	Cherry Ave	II	0.25	$12,500
Fontana	Planned	Victoria St	SCE Utility North	Cherry Ave	II	0.28	$14,000
Fontana	Planned	Walnut Ave	Hemlock Ave	Beech Ave	II	0.25	$12,500
Fontana	Planned	Walnut Ave	Cherry Ave	San Sevaine Rd	II	0.50	$78,500
Fontana	Planned	Walnut Village Pkwy	Sierra Ave	Mango Ave	II	0.25	$12,500
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Grand Terrace	Existing	Barton Rd	Michigan St	Mt Vernon Ave	III	0.50	$7,500
Grand Terrace	Existing	Barton Rd	Mt Vernon Ave	Washinton St	II	1.70	$85,000
Grand Terrace	Existing	City Hall Staging Area	Barton Rd, e/o Palm Ave	Barton Rd, w/o Preston St	NA	0.00	$150,000
Grand Terrace	Existing	E City Limits Staging ARea	Barton Rd	E City Limits	NA	0.00	$150,000
Grand Terrace	Existing	Main St	Taylor St	Mt Vernon Ave	II	0.50	$25,000
Grand Terrace	Existing	Mt Vernon Ave	Barton Rd	Main St	II	1.01	$15,150
Grand Terrace	Existing	Staging Area	Mt Vernon Ave	Main St	NA	0.00	$150,000
Grand Terrace	Existing	Staging ARea	Barton Rd	Grand Terrace Rd	NA	0.00	$150,000
Grand Terrace	Existing	Terrace Hills Middle School Staging Area	DeBerry St	Mt Vernon Ave	NA	0.00	$150,000
Grand Terrace	Planned	Barton Rd	La Cadena Dr	Vivienda St	II	0.70	$35,000
Grand Terrace	Planned	Cage Park Stage Area	Main St	Taylor St	NA	0.00	$150,000
Grand Terrace	Planned	Commerce Way	Barton Rd	Main St	II	0.80	$40,000
Grand Terrace	Planned	Gage Canal	Mt Vernon Ave	Main St	I	1.84	$1,840,000
Grand Terrace	Planned	Grand Terrace Rd	Mt Vernon	Barton Rd	II	0.77	$38,500
Grand Terrace	Planned	La Cadena Dr	Litton Ave	Palm Ave	II	0.31	$15,910
Grand Terrace	Planned	Michigan St	Commerce Way	Main St	II	0.93	$46,500
Grand Terrace	Planned	Mt Vernon Ave	N City Limits	Barton Rd	II	0.62	$31,000
Grand Terrace	Planned	Terrace Ave	Barton Rd	Santa Ana River Tr	II	0.72	$36,000
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Hesperia	Existing	11th Ave	Bear Valley Rd	Sycamore St	II	0.49	$24,500
Hesperia	Existing	7th Ave	Willow St	Main St	II	0.67	$33,500
Hesperia	Existing	7th Ave	Bear Valley Rd	Mesa St	II	1.50	$75,340

Hesperia	Existing	Arrowhead Lake Rd	Main St	Hesperia Lake Park	II	2.11	$105,800
Hesperia	Existing	Cottonwood Ave	Sequoia St	Main St	II	2.87	$143,500
Hesperia	Existing	Danbury Ave	Ranchero St	Peach Ave	II	2.53	$126,500
Hesperia	Existing	E Ave	Peach Ave	Olive St	II	3.12	$156,000
Hesperia	Existing	Eucalyptus St	7th Ave	Hesperia Rd	II	0.99	$49,500
Hesperia	Existing	G Ave	Sultana St	Lime St	II	0.54	$27,000
Hesperia	Existing	Hesperia Rd	Bear Valley Rd	Eucalyptus St	II	1.05	$52,500
Hesperia	Existing	Lime St	E Ave	G Ave	II	0.27	$13,500
Hesperia	Existing	Main St	I Ave	Rock Springs Rd	II	1.69	$84,500
Hesperia	Existing	Muscatel St	Vincent Dr	Escondido Ave	II	0.62	$31,000
Hesperia	Existing	Peach Ave	E Ave	Main St	II	2.64	$132,000
Hesperia	Existing	Ranchero Rd	Maple Ave	Via Antiqua St	II	1.12	$55,800
Hesperia	Existing	Ranchero Rd	Jenkins Ave.	Arrowhead Lake Rd	II	2.20	$110,000
Hesperia	Existing	Rock Springs Rd	Main St	E City Limits	II	1.04	$52,000
Hesperia	Existing	Santa Fe Ave	Walnut St	Ranchero Rd	II	2.63	$131,500
Hesperia	Existing	Sequoia St	Cottonwood Ave	Hesperia Rd	II	2.64	$132,300
Hesperia	Existing	Sultana St	E Ave	I Ave	II	0.54	$27,000
Hesperia	Existing	Timberlane Ave	Lemon St	Main St	II	1.89	$94,500
Hesperia	Existing	Willow St	Maple Ave	3rd Ave	I	2.52	$2,520,000
Hesperia	Planned	11th Ave	Sycamore St	Mesquite St	II	4.56	$228,000
Hesperia	Planned	3rd Ave	Mesa St	Lime St	II	2.91	$145,500
Hesperia	Planned	7th Ave	Main St	Ranchero Rd	II	2.79	$219,125
Hesperia	Planned	7th Ave	Mesa St	Willow St	II	1.08	$84,500
Hesperia	Planned	8th Ave	Willow St.	Live Oak St	I	0.67	$670,000
Hesperia	Planned	Apatite Ave	Bear Valley Rd (Outer Hwy)	Sequoia St	II	0.13	$8,125
Hesperia	Planned	Arrowhead Lake Rd	Mojave Riverwalk Extension	S City Limit	II	1.02	$51,400
Hesperia	Planned	Bangor Ave	Joshua St	Hinton St	III	1.80	$27,000
Hesperia	Planned	Bear Valley Rd	Mariposa Rd	Bornite Ave	II	2.61	$130,500
Hesperia	Planned	Bear Valley Rd	Apatite Ave	City Limits	II	1.80	$90,000
Hesperia	Planned	Bear Valley Rd OH	Apatite Ave	Industrial Ave	II	0.18	$14,130
Hesperia	Planned	Bornite Ave	Bear Valley Rd	Sequoia St	II	0.12	$6,000
Hesperia	Planned	Buckthorn St	Joshua St	Main St	III	1.95	$29,250
Hesperia	Planned	California Aqueduct	Main St	Ranchero Rd	I	3.86	$3,860,000
Hesperia	Planned	Centennial St	Peach Ave	Arrowhead Lake Rd	III	0.43	$6,450
Hesperia	Planned	Choiceana Ave	Lemon St	Main St	II	2.01	$100,500
Hesperia	Planned	Cottonwood Ave	Muscatel St	Mesquite St	II	1.00	$50,000
Hesperia	Planned	Cottonwood Ave	Bear Valley Rd	Sequoia St	II	0.13	$6,500
Hesperia	Planned	Danbury Ave	Peach Ave	Arrowhead Lake Rd	II	0.83	$65,000
Hesperia	Planned	Datura Ave	Live Oak St	Courtney St	III	0.11	$1,650
Hesperia	Planned	Datura Ave	Mojave St	Courtney St	III	0.38	$5,700
Hesperia	Planned	Drainage Channel	Mojave River	Ranchero Rd	I	4.63	$4,630,000
Hesperia	Planned	E Ave	Olive St	Sultana St	II	0.27	$13,500
Hesperia	Planned	E Ave	Sultana St	Joshua St	III	0.81	$12,150
Hesperia	Planned	Escondido Ave	Main St	Ranchero Rd	II	3.00	$150,000
Hesperia	Planned	Eucalyptus St	11th Ave	7th Ave	II	0.49	$24,500
Hesperia	Planned	Fuente Ave	Muscatel Rd	Cedar St	II	0.50	$25,000
Hesperia	Planned	Fuente Ave	Cedar St	Mesquite St	III	0.49	$7,350
Hesperia	Planned	G Ave	Olive St	Sultana St	II	0.27	$13,500
Hesperia	Planned	H Ave	Main St	Olive St	II	0.24	$12,000
Hesperia	Planned	I Ave	Bear Valley Rd	Ranchero Rd	II	6.34	$317,000
Hesperia	Planned	Jacaranda Ave	Bear Valley Rd	Peach Ave	II	1.51	$119,000
Hesperia	Planned	Joshua St	Santa Fe Ave	Danbury	III	1.30	$19,500
Hesperia	Planned	Juniper St	Eleventh Ave	Seventh Ave	III	0.54	$8,100
Hesperia	Planned	Lemon St	Santa Fe Ave	City Limits	II	2.73	$136,500
Hesperia	Planned	Lemon St	Third Ave	First Ave	III	0.20	$3,000
Hesperia	Planned	Lemon St	First Ave	Hesperia Rd	III	0.12	$1,800
Hesperia	Planned	Lemon St	Riverview Ave	Mojave Riverwalk	I	0.44	$440,000
Hesperia	Planned	Lime St	Cottonwood Ave	Santa Fe Ave	II	1.90	$95,000
Hesperia	Planned	Live Oak St	Mariposa Rd	Maple Ave	II	1.58	$79,000
Hesperia	Planned	Live Oak St	Live Oak Park	I Ave	III	0.12	$1,800
Hesperia	Planned	Live Oak St	I Ave	Choiceana Ave	II	1.82	$91,000
Hesperia	Planned	Live Oak St	E Ave	Live Oak Park	III	0.42	$6,300
Hesperia	Planned	Main St	Mariposa Rd	I Ave	I	5.46	$5,460,000
Hesperia	Planned	Maple Ave	Mesa St	Ranchero Rd	II	4.51	$225,500
Hesperia	Planned	Mariposa Rd	Bear Valley Rd	Cajon Pass Trail	II	9.48	$474,100
Hesperia	Planned	Mesa St	Topaz Ave	Hesperia Rd	II	3.36	$168,000
Hesperia	Planned	Mesa St	Muscatel Rd	Palm Ave	III	0.25	$3,750
Hesperia	Planned	Mesquite St	Escondido Ave	7th Ave	II	3.00	$235,625
Hesperia	Planned	Mojave Riverwalk	Bear Valley Rd	Heritage Lake Park	I	6.35	$6,350,000
Hesperia	Planned	Mojave Riverwalk Extention	Arrowhead Lake Rd	Heritage Lake Park	II	0.40	$20,000
Hesperia	Planned	Mojave St	Mariposa Rd	Topaz Ave	II	0.74	$37,000
Hesperia	Planned	Mojave St	Topaz Ave	Maple Ave	III	0.51	$7,650
Hesperia	Planned	Muscatel St	Mariposa Rd	Vincent Dr	II	0.42	$21,000
Hesperia	Planned	Muscatel St	Escondido Ave	Cottonwood Ave	II	1.97	$98,500
Hesperia	Planned	Olive St	E Ave	I Ave	II	0.54	$27,000
Hesperia	Planned	Orange St	Buckthorn Ave	Peach Ave	III	0.59	$8,850
Hesperia	Planned	Palm St	Escondido Ave	Fuente Ave	III	0.49	$7,350
Hesperia	Planned	Peach Ave	Main St	Ranchero Rd	II	2.11	$105,500
Hesperia	Planned	Ranchero Rd	Danbury Ave	Jenkins Ave	II	0.75	$58,750
Hesperia	Planned	Ranchero Rd	Mariposa Rd	Danbury Ave	I	6.78	$6,790,000
Hesperia	Planned	Santa Fe Ave	Darwin Ave	Lemon St	II	0.38	$19,000
Hesperia	Planned	Sequoia St + Signal	Hesperia Rd	Apatite Ave	II	0.40	$400,000
Hesperia	Planned	Smoke Tree St	11th Ave	7th Ave	III	0.54	$8,100
Hesperia	Planned	Smoke Tree St	E Ave	Timberlane	II	1.09	$54,500
Hesperia	Planned	Sultana St	Santa Fe Ave	E Ave	II	0.50	$39,270
Hesperia	Planned	Summit Valley Rd	Ranchero Rd	past Telephone Cyn	III	3.22	$48,300
Hesperia	Planned	Topaz Ave	Mesa St	Main St	II	1.50	$75,000
Hesperia	Planned	Walnut St	Santa Fe Ave	E Ave	III	0.51	$7,650
Hesperia	Planned	Willow St	8th Ave	3rd Ave	II	0.65	$32,500
Hesperia	Planned	Willow St/Glendale Ave	Peach Ave	Benicia St	II	1.19	$59,500
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Highland	Existing	5th St	Palm Ave	SR-210	II	0.56	$28,000
Highland	Existing	5thSt	Tippecanoe Ave	Victoria Ave	II	1.99	$100,000
Highland	Existing	Baseline St	Cole Ave	Alta Vista Dr	II	3.52	$176,000

Highland	Existing	Boulder Ave	Highland Ave	Greenspot Rd	II	2.08	$104,000
Highland	Existing	Church St	Highland Ave	Greenspot Rd	II	1.29	$64,500
Highland	Existing	Greenspot Rd	SR-210	Santa Paula St	II	3.90	$195,000
Highland	Existing	Highland Ave	Church St	Weaver St	II	1.00	$50,000
Highland	Existing	Palm Ave	Baseline St	3rd St	II	1.04	$51,500
Highland	Existing	Weaver St	Highland Ave	Greenspot Rd	II	0.82	$41,000
Highland	Planned	3rd St	Tippecanoe Ave	5th St	II	3.22	$161,000
Highland	Planned	5th St	Victoria Ave	Palm Ave	II	0.50	$25,000
Highland	Planned	9th St	Tippecanoe Ave	Palm Ave	II	2.99	$150,000
Highland	Planned	Alta Vista Dr	Santa Ana Canyon Rd	Greenspot Rd	II	0.13	$6,500
Highland	Planned	Baseline St	Del Rosa Dr	Cole Ave	II	2.29	$114,500
Highland	Planned	Baseline St	Alta Vista Dr	Greenspot Rd	I	1.33	$66,500
Highland	Planned	Boulder Ave/Orange St	Greenspot Rd	S City Limit	II	0.68	$33,500
Highland	Planned	City Creek Trail	3rd St	Highland Ave	I	3.30	$165,000
Highland	Planned	Greenspot Rd	Santa Paula St	S City Limit	II	2.51	$120,000
Highland	Planned	Greenspot Rd (Old)	Greenspot Rd (New)	Greenspot Rd (New)	I	0.44	$22,000
Highland	Planned	Highland Ave	Rockford Ave	Church St	II	3.33	$166,500
Highland	Planned	Pacific St	Del Rosa Dr	Palm Ave	II	2.49	$125,000
Highland	Planned	Palm Ave	3rd St	S City Limit	II	0.23	$11,500
Highland	Planned	Palm Ave	Atlantic Ave	Baseline St	II	0.75	$37,500
Highland	Planned	Santa Ana Canyon Rd	Weaver St	Alta Vista Dr	II	0.67	$33,500
Highland	Planned	Santa Ana River	Greenspot Rd (New)	Greenspot Rd (New)	I	0.12	$6,000
Highland	Planned	Sterling St	Pacific St	5th St	III	1.39	$21,000
Highland	Planned	Tippecanoe Ave	9th St	3rd St	II	0.38	$19,000
Highland	Planned	Victoria Ave	Highland Ave	5th St	III	1.00	$28,350
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Loma Linda	Existing	Anderson St	Court St	University Ave	II	0.66	$33,000
Loma Linda	Existing	Barton Rd	Waterman Ave	San Timoteo Cnyn Rd	II	7.15	$357,500
Loma Linda	Existing	Beaumont Ave	Mt View Ave	Bryn Mawr Ave	II	0.53	$26,500
Loma Linda	Existing	Beaumont Ave	Bryn Mawr Ave	Power Line Easement	I	0.92	$920,000
Loma Linda	Existing	Benton St	Shepardson St	Barton Rd	III	0.28	$14,000
Loma Linda	Existing	Mountain View Ave	Barton Rd	Beaumont Ave	II	0.61	$30,500
Loma Linda	Existing	Power Line Easement	Mission Rd	San Timoteo Crk Trail	I	0.31	$310,000
Loma Linda	Existing	Power Line Easement	Newport Ave	Beaumont Ave	I	0.68	$680,000
Loma Linda	Existing	San Timoteo Creek Trail	Redlands Blvd	Beaumont Ave	I	3.74	$3,740,000
Loma Linda	Existing	Shepardson Dr	Stewart St	Benton St	II	0.29	$14,500
Loma Linda	Existing	Stewart St	Anderson St	Shepardson Dr	II	0.38	$19,000
Loma Linda	Existing	University Ave	Barton Rd	Campus St	II	0.51	$25,500
Loma Linda	Planned	Anderson St	University Ct	Barton Rd	II	0.31	$15,500
Loma Linda	Planned	Campus Ave	Stewart St	Barton Rd	II	0.38	$19,000
Loma Linda	Planned	Mission Rd	Mountain View Ave	California St	II	1.22	$61,000
Loma Linda	Planned	Mountain View Ave	I-10	Barton Rd	II	1.29	$64,800
Loma Linda	Planned	Stewart St	Campus Ave	Anderson St	II	0.16	$8,000
Loma Linda	Planned	Tippecanoe Ave	San Timoteo Creek Trail	I-10/N City Limit	II	0.23	$11,500
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Montclair	Existing	Mills Ave	Pacific Electric Trail	Hold Blvd	II	2.37	$119,000
Montclair	Existing	Pacific Electric Trail	Mills Ave	Central Ave	I	0.76	$850,000
Montclair	Planned	Benson Ave	I-10 Freeway	Holt Blvd	II	2.10	$105,400
Montclair	Planned	Misson Blvd	Silicon Ave	Ada Ave	II	1.36	$68,000
Montclair	Planned	Orchard St	Mills Ave	Benson Ave	II	1.95	$98,000
Montclair	Planned	Phillips Blvd	0.13mi west of Central Ave	Central Ave	II	0.12	$6,000
Montclair	Planned	Richton St	Monte Vista Ave	Metrolink Station	II	0.18	$9,000
Montclair	Planned	San Bernardino Ave	Mills Ave	Benson Ave	II	1.77	$89,000
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Needles	Planned	3rd St	J St	C St	II	0.48	$24,000
Needles	Planned	A St	Acoma St	W Broadway Ave	II	0.01	$500
Needles	Planned	Acoma St	C St	A St	II	0.13	$6,500
Needles	Planned	C St	3rd St	Acoma St	II	0.03	$1,500
Needles	Planned	E Broadway Ave	Cibola St	Smith Rd	II	0.22	$11,000
Needles	Planned	E Broadway Ave	Smith Rd	Ice Pland Rd	II	0.42	$21,000
Needles	Planned	Ice Plant Rd	E Broadway Ave	Needles Towne Center	II	0.10	$5,000
Needles	Planned	Park Dr	Smith Rd	S Santa Fe Rd	II	0.10	$5,000
Needles	Planned	S Santa Fe Rd	Park Dr	Jack Smith Trail	II	0.25	$12,500
Needles	Planned	Smith Rd	E Broadway Ave	Park Dr	II	0.19	$9,500
Needles	Planned	Trellis - Downtown Walk & Bike Trail	Golf Course Trail	W Broadway Ave	I	0.65	$650,000
Needles	Planned	W Broadway Ave	Trellis - Downtown Walk & Bike Trail	Cibola St	I	0.69	$34,500
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Ontario	Existing	Deer Creek Loop	Creekside Dr	Creekside Dr	II	1.22	$61,000
Ontario	Existing	Haven Ave	Creekside Dr	Riverside Dr	I	0.24	$240,000
Ontario	Existing	Lytle Creek Loop	Creekside Dr	Creekside Dr	II	1.17	$58,500
Ontario	Existing	Riverside Dr	Turner Ave	Ediston Right of Way	I	1.31	$1,310,000
Ontario	Existing	W Cuc Crk Channel	Mission Blvd	Locust St	I	0.73	$36,850
Ontario	Planned	6th St	Benson Ave	Cuc Crk Channel	II	4.44	$222,400
Ontario	Planned	Archibald Ave	Riverside Dr	Merrill Ave	I	2.78	$2,780,000
Ontario	Planned	Benson Ave	.18m N Howard St	.06m N Howard St	II	0.12	$6,000
Ontario	Planned	Benson Ave	I-10 Freeway	G St	III	1.15	$17,250
Ontario	Planned	Benson Ave	G St	s/o Brooks St	III	0.49	$7,400
Ontario	Planned	Campus Ave	Riverside Dr	Merrill Ave	II	2.49	$124,500
Ontario	Planned	Carpenter St	N Remington Ave	S Remington Ave	II	0.04	$2,000
Ontario	Planned	Chino Ave	Hellman Ave	SCE ROW	I	2.31	$2,310,000
Ontario	Planned	Cuc Crk Channel	Mission Blvd	S City Limit	I	4.92	$4,920,000
Ontario	Planned	Cuc Crk Channel	4th St	Inland Empire Blvd	I	0.47	$470,000
Ontario	Planned	Edison Ave	Euclid Ave	Milliken Ave	I	5.29	$5,290,000
Ontario	Planned	Eucalyptus Ave	Walker Ave	Miliken Ave	II	3.54	$177,000
Ontario	Planned	Euclid Ave	I-10 Freeway	Merrill Ave	III	11.75	$176,250
Ontario	Planned	G Street	Benson Ave	Vineyard Ave	II	4.07	$203,500
Ontario	Planned	Great Park	Walker Ave	Mill Creek	I	3.03	$3,030,000
Ontario	Planned	Grove Ave	Riverside Dr	Merrill Ave	I	2.50	$2,500,000
Ontario	Planned	Grove Ave	Eighth St	Mission Blvd	III	3.16	$47,400
Ontario	Planned	Haven Ave	Riverside Dr	Merrill Ave	I	2.50	$2,500,000
Ontario	Planned	Haven Ave	Fourth St	Creekside Dr	III	6.70	$100,500

Ontario	Planned	Inalnd Empire Blvd & Ontario Mills Parkway	Haven Ave	Etiwanda Ave	III	4.93	$73,950
Ontario	Planned	Inland Empire Blvd	Vineyard Ave	Haven Ave	II	2.63	$131,500
Ontario	Planned	Lower Deer Crk Channel	Riverside Dr	Archibald Ave	I	0.81	$810,000
Ontario	Planned	Merrill Ave	Euclid Ave	Sumner Ave	II	4.30	$215,000
Ontario	Planned	Mill Creek Ave	Chino Ave	Edison Ave	I	1.00	$1,000,000
Ontario	Planned	Milliken Ave	Mission Blvd	Bellegrave Ave	I	2.09	$2,100,000
Ontario	Planned	Mission Blvd	Benson Ave	Milliken Ave	III	14.65	$219,750
Ontario	Planned	Philadelphia St	W Cuc Crk Channel	Cuc Crk Channel	I	1.22	$1,220,000
Ontario	Planned	Remington Ave	Carpenter St	Cuc Crk Channel	II	0.35	$17,500
Ontario	Planned	Riverside Dr	West City Limit	Turner Ave	II	4.01	$200,500
Ontario	Planned	Riverside Dr	Edison Right of Way	Milliken Ave	I	0.24	$240,000
Ontario	Planned	San Antonio Ave	G Street	Mission Blvd	III	1.05	$15,750
Ontario	Planned	SCE ROW	Cuc Crk Channel	Euclid Ave	I	3.20	$3,200,000
Ontario	Planned	SCE ROW	Grove Ave	Cuc Crk Channel	I	1.65	$1,650,000
Ontario	Planned	SCE ROW	Riveside Dr	Chino Ave	I	0.49	$490,000
Ontario	Planned	Schaefer Ave	Walker Ave	Cuc Crk Channel	II	1.15	$57,500
Ontario	Planned	Schaefer Ave	Cuc Crk Channel	Haven Ave	I	1.35	$1,350,000
Ontario	Planned	Schaefer Ave	Euclid Ave	Walker Ave	II	1.78	$89,000
Ontario	Planned	Vineyard Ave	Riverside Dr	Merrill Ave	I	2.50	$2,500,000
Ontario	Planned	Vineyard Ave	Inland Empire Blvd	G Street	III	0.25	$3,750
Ontario	Planned	W Cuc Crk Channel	Mission Blvd	Philadelphia St	I	0.74	$740,000
Ontario	Planned	Walker Ave	Riverside Dr	Merrill Ave	I	1.74	$1,740,000
Ontario	Planned	Walnut St	Fern Ave	Euclid Ave	II	0.20	$10,000
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Rancho Cucamonga	Existing	19th St	W City Limit	San Benito Ave	III	3.50	$52,350
Rancho Cucamonga	Existing	4th St (North side only)	Buffalo Ave	I-15 off ramps	III	0.22	$3,150
Rancho Cucamonga	Existing	4th St (North side only)	I-15 off ramps	Etiwanda Ave	II	1.09	$54,000
Rancho Cucamonga	Existing	Alberta Pl	Loyola Ct	Menlo St	I	0.04	$30,000
Rancho Cucamonga	Existing	Arbor Ln	Vinter Dr	Cultural Center Dr	II	0.37	$18,500
Rancho Cucamonga	Existing	Archibald Ave	N City Limit	Hillside Rd	III	0.75	$11,100
Rancho Cucamonga	Existing	Archibald Ave	Lemon Ave	Base Line Rd	II	1.25	$62,500
Rancho Cucamonga	Existing	Archibald Ave	Base Line Rd	4th St	III	3.03	$45,450
Rancho Cucamonga	Existing	Archibald Ave	Hillside Rd	Banyan Ave	II	0.75	$37,000
Rancho Cucamonga	Existing	Archibald Ave	Banyan Ave	Lemon Ave	III	0.25	$3,600
Rancho Cucamonga	Existing	Arrow Route	Grove Ave	Hellman Ave	III	1.51	$22,500
Rancho Cucamonga	Existing	Arrow Route	Hellman Ave	Etiwanda Ave	II	4.50	$225,000
Rancho Cucamonga	Existing	Banyan St	Haven Ave	Fredricksburg Ave	II	0.70	$35,000
Rancho Cucamonga	Existing	Banyan St	Bluegrass Ave	East Ave	III	1.00	$49,500
Rancho Cucamonga	Existing	Banyan St	Fredericksburg Ave	Milliken Ave	III	0.30	$4,500
Rancho Cucamonga	Existing	Banyan St	Milliken Ave	Bluegrass Ave	II	1.52	$75,500
Rancho Cucamonga	Existing	Banyan St	East Ave	Young's Cnyn Rd	III	0.97	$14,400
Rancho Cucamonga	Existing	Base Line Rd	W City Limit	Rochester Ave	II	6.21	$310,000
Rancho Cucamonga	Existing	Base Line Rd	Rochester Ave	Day Creek Blvd	III	0.97	$14,400
Rancho Cucamonga	Existing	Base Line Rd	Day Creek Blvd	I-15	II	2.64	$131,500
Rancho Cucamonga	Existing	Carnelian St	Almond St	19th St	III	2.03	$30,300
Rancho Cucamonga	Existing	Charleston St	Melno St	Fairmont Way	I	0.24	$230,000
Rancho Cucamonga	Existing	Church St	Archibald Ave	Center St	III	0.75	$11,100
Rancho Cucamonga	Existing	Church St	Rochester Ave	Victoria Gardens Ln	II	1.01	$50,000
Rancho Cucamonga	Existing	Church St	Center St	Haven Ave	II	0.27	$13,000
Rancho Cucamonga	Existing	Church St	Haven Ave	Rochester Ave	III	1.98	$29,550
Rancho Cucamonga	Existing	Coyote Dr	Day Creek Blvd	Duncaster Pl	II	0.19	$9,000
Rancho Cucamonga	Existing	Cucamonga Creek Channel	Foothill Blvd	4th St	I	2.21	$2,210,000
Rancho Cucamonga	Existing	Cucamonga Creek Channel	Base Line Rd	Foothill Blvd	I	1.15	$1,140,000
Rancho Cucamonga	Existing	Cucamonga Creek Channel	Demens Channel	19th St	I	0.38	$380,000
Rancho Cucamonga	Existing	Day Creek Blvd	2000' s/o Foothill Blvd	Rochester Ave	III	0.35	$5,250
Rancho Cucamonga	Existing	Day Creek Blvd	Coyote Dr	2000' s/o Foothill Blvd	II	5.68	$284,000
Rancho Cucamonga	Existing	Day Creek Blvd	Etiwanda Ave	Coyote Dr	II	0.94	$47,100
Rancho Cucamonga	Existing	Deer Creek Channel	Highland Ave	4th St	I	4.29	$4,290,000
Rancho Cucamonga	Existing	Demens Channel	Cucamonga Creek Channel	N of Hillside Rd	I	2.01	$2,010,000
Rancho Cucamonga	Existing	East Ave	Wilson Ave	Banyan St	III	0.49	$7,350
Rancho Cucamonga	Existing	East Ave	Banyan Ave	SR-210	II	0.47	$23,000
Rancho Cucamonga	Existing	East Ave	SR-210	Victoria St	III	0.56	$8,400
Rancho Cucamonga	Existing	East Ave	Victoria St	I-15	II	0.47	$23,000
Rancho Cucamonga	Existing	East Ave	I-15	Foothill Blvd	III	1.00	$15,000
Rancho Cucamonga	Existing	Elm Ave Bike Path	Town Center Dr	Rochester Ave	I	1.78	$1,770,000
Rancho Cucamonga	Existing	Etiwanda Ave	Wilson Ave	Base Line Rd	III	2.02	$30,300
Rancho Cucamonga	Existing	Etiwanda Ave	Base Line Rd	250' s/o Church St	II	0.54	$26,500
Rancho Cucamonga	Existing	Etiwanda Ave	250' s/o Church St	Foothill Blvd	III	0.44	$6,600
Rancho Cucamonga	Existing	Fairmont Way	Charleston St	Victoria Park Ln	II	0.07	$3,000
Rancho Cucamonga	Existing	Farimont Wy	Highland Ave	Kenyon Wy	III	0.10	$1,350
Rancho Cucamonga	Existing	Foothill Blvd	Vineyard Ave	Rochester Ave	III	7.51	$112,500
Rancho Cucamonga	Existing	Foothill Blvd	Rochester Ave	I-15	II	1.51	$75,000
Rancho Cucamonga	Existing	Foothill Blvd	I-15	Etiwanda Ave	III	1.00	$15,000
Rancho Cucamonga	Existing	Foothill Blvd	Etiwanda Ave	East Ave	II	1.04	$52,000
Rancho Cucamonga	Existing	Haven Ave	SR-210	4th St	II	8.05	$402,000
Rancho Cucamonga	Existing	Haven Ave	N City Limit	SR-210	III	2.40	$35,850
Rancho Cucamonga	Existing	Highland Ave	San Benito Ave	Fairmont Wy	I	0.35	$340,000
Rancho Cucamonga	Existing	Highland Ave	Woodruff Pl	350' w/o Rufino Pl	III	0.32	$4,650
Rancho Cucamonga	Existing	Highland Ave	350' w/o Rufino Pl	Day Creek Blvd	II	0.74	$37,000
Rancho Cucamonga	Existing	Highland Ave	Day Creek Blvd	680' e/o Etiwanda Ave	III	0.91	$13,500
Rancho Cucamonga	Existing	Highland Ave	680' e/o Etiwanda Ave	225' e/o DiCarlo Pl	II	0.34	$16,500
Rancho Cucamonga	Existing	Highland Ave	225' e/o DiCarlo Pl	East Ave	III	0.13	$1,950
Rancho Cucamonga	Existing	Kenyon Wy	Fairmont Wy	Woodruff Pl	III	0.34	$5,100
Rancho Cucamonga	Existing	Loyloa Ct	Deer Creek Channel	Alberta Pl	I	0.06	$50,000
Rancho Cucamonga	Existing	Malaga Dr	Church St	Rochester Ave	II	0.33	$16,000
Rancho Cucamonga	Existing	Miller Ave	Victoria Gardens Ln	I-15	II	0.28	$13,500
Rancho Cucamonga	Existing	Milliken Ave	Wilson Ave	SR-210	II	1.40	$69,500
Rancho Cucamonga	Existing	Milliken Ave	SR-210	Fairmont Wy	III	1.27	$19,050
Rancho Cucamonga	Existing	Milliken Ave	Fairmont Wy	Base Line Rd	II	0.76	$38,000
Rancho Cucamonga	Existing	Milliken Ave	Base Line Rd	Arrow Route	III	3.15	$47,100
Rancho Cucamonga	Existing	Milliken Ave	Arrow Route	6th St	II	2.05	$102,000
Rancho Cucamonga	Existing	Milliken Ave	6th St	450' s/o 5th St	III	0.68	$10,200
Rancho Cucamonga	Existing	Milliken Ave	450' s/o 5th St	4th St	II	0.33	$16,000
Rancho Cucamonga	Existing	Pacific Electric Trail	Grove Ave	I-15	I	7.44	$7,440,000

Rancho Cucamonga	Existing	Rochester Ave	Victoria Park Ln	Base Line Rd	III	0.48	$7,050
Rancho Cucamonga	Existing	Rochester Ave	Base Line Rd	Foothill Blvd	II	1.04	$51,500
Rancho Cucamonga	Existing	Rochester Ave	Foothill Blvd	Arrow Route	III	0.51	$7,500
Rancho Cucamonga	Existing	Terra Vista Pkwy	Church St	Spruce Ave	III	0.41	$6,150
Rancho Cucamonga	Existing	Terra Vista Pkwy	Spruce Ave	Milliken Ave	II	0.53	$26,500
Rancho Cucamonga	Existing	Terra Vista Pkwy	Milliken Ave	Church St	III	0.74	$10,950
Rancho Cucamonga	Existing	Victoria Gardens L	Church St	Day Creek Blvd	II	0.81	$40,500
Rancho Cucamonga	Existing	Victoria Park Ln	Fairmont Way	Church St	II	4.90	$245,000
Rancho Cucamonga	Existing	Wardmand Bullock Rd/Youngs Canyon Rd	Wilson Ave	Cherry Ave	II	1.12	$56,100
Rancho Cucamonga	Existing	Wilson Ave	Carnelian St	Archibald Ave	III	1.33	$19,950
Rancho Cucamonga	Existing	Wilson Ave	High Meadow Pl	Milliken Ave	II	0.14	$6,500
Rancho Cucamonga	Existing	Wilson Ave	Day Creek Blvd	Etiwanda Ave	III	0.76	$11,400
Rancho Cucamonga	Existing	Wilson Ave	Archibald Ave	Haven Ave.	II	1.00	$50,000
Rancho Cucamonga	Existing	Wilson Ave	Haven Ave	High Meadow Pl	III	0.84	$12,600
Rancho Cucamonga	Existing	Woodruff Pl	Highland Ave	Kenyon Wy	III	0.16	$2,250
Rancho Cucamonga	Planned	19th St	W City Limit	San Benito Ave	II	3.59	$179,500
Rancho Cucamonga	Planned	4th St	Cucamonga Creek Trail	I-15 off ramps	II	6.19	$309,500
Rancho Cucamonga	Planned	6th St	Cucamonga Creek Trail	Hellman Ave	II	0.06	$3,350
Rancho Cucamonga	Planned	6th St	Hellman Ave	Etiwanda Ave	II	4.69	$234,500
Rancho Cucamonga	Planned	Archibald Ave	Banyan Ave	Lemon Ave	II	0.24	$12,000
Rancho Cucamonga	Planned	Archibald Ave	Base Line Rd	4th St	II	3.03	$151,500
Rancho Cucamonga	Planned	Arrow Route	Grove Ave	Hellman Ave	II	1.50	$75,000
Rancho Cucamonga	Planned	Arrow Route	Etiwanda Ave	Hickory Ave	II	0.50	$25,000
Rancho Cucamonga	Planned	Banyan St	Fredericksburg Ave.	Milliken Ave.	II	0.30	$15,000
Rancho Cucamonga	Planned	Banyan St	Bluegrass Ave	East Ave	II	0.99	$49,500
Rancho Cucamonga	Planned	Banyan St	East Ave	Young's Cnyn Rd	II	0.96	$48,000
Rancho Cucamonga	Planned	Banyan St	Sapphire St	Haven Ave	III	2.89	$43,350
Rancho Cucamonga	Planned	Base Line Rd	Rochester Ave	Day Creek Blvd	II	0.96	$48,000
Rancho Cucamonga	Planned	Carnelian St	Almond St	19th St	II	2.02	$101,000
Rancho Cucamonga	Planned	Cherry Ave	Wilson Ave/Beech Ave	I-15	II	0.56	$28,000
Rancho Cucamonga	Planned	Church St	Archibald Ave	Center St.	II	0.74	$37,000
Rancho Cucamonga	Planned	Church St	Haven Ave	Rochester Ave.	II	1.97	$98,500
Rancho Cucamonga	Planned	Church St	Hellman Ave	Archibald Ave.	III	0.50	$7,500
Rancho Cucamonga	Planned	Cuc Crk Channel	4th St	Foothill Blvd	I	2.21	$2,210,000
Rancho Cucamonga	Planned	Cucamonga Creek Channel	Almond St	Demens Channel	I	1.76	$1,760,000
Rancho Cucamonga	Planned	Cultural Center Dr	Arbor Ln	Day Creek Blvd	II	0.26	$13,000
Rancho Cucamonga	Planned	Day Creek Blvd	2000' s/o Foothill Blvd	Rochester Ave	II	0.35	$17,500
Rancho Cucamonga	Planned	Day Creek Channel	Banyan St	Jack Benny Dr	I	2.90	$2,900,000
Rancho Cucamonga	Planned	Deer Creek Channel	Base Line Rd	4th St	I	3.18	$3,180,000
Rancho Cucamonga	Planned	East Ave	Wilson Ave	Banyan St	II	0.49	$24,500
Rancho Cucamonga	Planned	East Ave	I-15	Foothill Blvd	II	0.94	$47,000
Rancho Cucamonga	Planned	East Ave	Baseline Rd	Southmost I-15 Ramp	II	0.10	$5,000
Rancho Cucamonga	Planned	East Ave	SR-210	Victoria St	II	0.53	$26,500
Rancho Cucamonga	Planned	Etiwanda Ave	Wilson Ave	Base Line Rd	I	2.02	$2,020,000
Rancho Cucamonga	Planned	Etiwanda Ave	250' s/o Church St	4th St	II	2.45	$122,500
Rancho Cucamonga	Planned	Foothill Blvd	Grove Ave	Rochester Ave	II	9.61	$480,500
Rancho Cucamonga	Planned	Foothill Blvd	I-15	Etiwanda Ave.	II	0.80	$40,000
Rancho Cucamonga	Planned	Grove Ave	Foothill Blvd	8th St	II	1.01	$50,500
Rancho Cucamonga	Planned	Haven Ave	N City Limit	SR-210	II	2.35	$117,500
Rancho Cucamonga	Planned	Hellman Ave	Hillside Rd	6th St	III	4.83	$72,450
Rancho Cucamonga	Planned	Hermosa Ave	Hillside Rd	Foothill Blvd	III	3.27	$49,050
Rancho Cucamonga	Planned	Hermosa Ave	Foothill Blvd	4th St	II	2.00	$100,000
Rancho Cucamonga	Planned	Highland Ave	Woodruff Pl	350' w/o Rufino Pl	II	0.44	$22,000
Rancho Cucamonga	Planned	Highland Ave	Day Creek Blvd	680' e/o Etiwanda Ave	II	0.77	$38,500
Rancho Cucamonga	Planned	Highland Ave	225' e/o DiCarlo Pl	East Ave	II	0.13	$6,500
Rancho Cucamonga	Planned	Highland Ave	Beryl St	Hermosa Ave	III	1.33	$19,950
Rancho Cucamonga	Planned	Highland Ave	Etiwanda Ave	680' e/o Etiwanda Ave	II	0.13	$6,500
Rancho Cucamonga	Planned	Hillside Rd	Sapphire St	Hermosa Ave	III	2.39	$35,850
Rancho Cucamonga	Planned	Milliken Ave	SR-210	Fairmont Wy	II	1.22	$61,000
Rancho Cucamonga	Planned	Milliken Ave	Baseline Rd	Arrow Route	II	3.12	$156,000
Rancho Cucamonga	Planned	Milliken Ave	6th St	450' s/o 5th St	II	0.66	$33,000
Rancho Cucamonga	Planned	Pacific Electric Connector	Pacific Electric Trail	Day Creek Channel Trail	I	0.25	$250,000
Rancho Cucamonga	Planned	Pacific Electric Trailhead	Etiwanda Ave	1,000 ft. east	I	0.23	$230,000
Rancho Cucamonga	Planned	Rochester Ave	Highland Ave	Baseline Rd	II	1.00	$50,000
Rancho Cucamonga	Planned	Rochester Ave	Foothill Blvd	6th St	II	1.30	$65,000
Rancho Cucamonga	Planned	Sapphire St	Hillside Rd	19th St	II	1.53	$76,500
Rancho Cucamonga	Planned	Terra Vista Pkwy	Church St	Spruce Ave	II	0.41	$20,500
Rancho Cucamonga	Planned	Terra Vista Pkwy	Milliken Ave	Church St	II	0.72	$36,000
Rancho Cucamonga	Planned	Wilson Ave	Carnelian St	Archibald Ave	II	1.33	$66,500
Rancho Cucamonga	Planned	Wilson Ave	Haven Ave	High Meadow Pl.	II	0.84	$42,000
Rancho Cucamonga	Planned	Wilson Ave	Day Creek Blvd	Cherry Ave	I	2.87	$2,870,000
Rancho Cucamonga	Planned	Wilson Ave	Milliken Ave	Day Creek Blvd	II	1.25	$62,500
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Redlands	Existing	Orange Blossom Trail	Nevada St	Iowa St	I	0.24	$240,000
Redlands	Existing	Orange Blossom Trail	Alabama St	0.12m e/o Alabama St	I	0.11	$110,000
Redlands	Existing	Orange Blossom Trail	Tennessee St	Center St	I	0.54	$540,000
Redlands	Planned	5th Ave	Ford St	Wabash Ave	III	1.01	$15,150
Redlands	Planned	6th St	Stuart Ave	Orange Blossom Trail	II	0.04	$2,000
Redlands	Planned	Alabama St	N City Limit	Santa Ana River Trail	II	0.69	$34,500
Redlands	Planned	Alabama St	Santa Ana River Trail	.28m N Palmetto Ave	II	0.24	$12,000
Redlands	Planned	Alabama St	Lugonia Ave	Barton Rd	II	1.58	$79,000
Redlands	Planned	Alessandro Rd	Crescent Ave	San Timoteo Canyon Rd	III	1.61	$24,150
Redlands	Planned	Alta Vista Dr	Outer Highway 10	Sunset Dr	III	0.84	$12,600
Redlands	Planned	Barton Rd	San Timoteo Cnyn Rd	Brookside Ave	II	0.99	$49,500
Redlands	Planned	Brockton Ave/Nice Ave	New York St	Opal Ave	II	3.50	$175,000
Redlands	Planned	Brookside Ave	Terracina Blvd	Eureka St	II	1.76	$88,000
Redlands	Planned	Cajon St	Citrus Ave	South Ave	III	1.75	$26,250
Redlands	Planned	California St	Mill St	Barton Rd	II	2.72	$136,000
Redlands	Planned	Center St	State St	Crescent Ave	II	1.79	$89,500
Redlands	Planned	Church St	Santa Ana River Trail	Redlands Blvd	III	2.14	$32,100
Redlands	Planned	Citrus Ave	Eureka St	Wabash Ave	II	2.66	$133,000
Redlands	Planned	Colton Ave	Dearborn St	Orange Blossom Trail/Wabash Ave	II	0.49	$24,500
Redlands	Planned	Colton Ave	California St	Dearborn St	II	4.50	$225,000
Redlands	Planned	Crescent Ave	San Jacinto St	Elizabeth St	III	0.40	$6,000

Redlands	Planned	Cypress Ave	Terrancia Blvd	Citrus Ave	II	2.75	$137,500
Redlands	Planned	Dearborn St	Pioneer Ave	5th Ave	II	1.00	$50,000
Redlands	Planned	East Valley Corridor Multi-Purpose Trail	San Bernardino Ave	California St	I	1.23	$1,230,000
Redlands	Planned	Elizabeth St	Cressent Ave	Mariposa Dr	III	1.46	$21,900
Redlands	Planned	Eureka St	State St	Brookside Ave	II	0.06	$3,000
Redlands	Planned	Fern Ave	San Mateo Rd	Redlands Blvd	II	2.43	$121,500
Redlands	Planned	Ford St	Santa Ana River Trail	Highland Ave	II	2.37	$118,500
Redlands	Planned	Ford St	Highland Ave	Elizabeth St	III	1.72	$25,800
Redlands	Planned	Garden St	Cajone St	Elizabeth St	III	0.75	$11,250
Redlands	Planned	Garnet Ave	N City Limit	S City Limit	II	0.26	$13,500
Redlands	Planned	Greenspot Rd	Highland City Limit	Florida Ave	II	0.42	$21,300
Redlands	Planned	Grove	Brockton Ave	Citrus Ave	II	0.74	$37,000
Redlands	Planned	Henrietta St	South Ave	Elizabeth St	III	0.21	$3,150
Redlands	Planned	Highland Ave	Ford St	Dearborn St	III	0.53	$7,950
Redlands	Planned	Highland Ave	Serpentine Dr	Ford St	III	2.36	$35,400
Redlands	Planned	Hilton Ave/Sunset Dr	Garden St	Alta Vista Dr	III	2.97	$44,550
Redlands	Planned	Lincoln St	Lugonia Ave	Highland Ave	II	1.24	$62,000
Redlands	Planned	Live Oak Rd	San Timoteo Canyon Rd	W City Limits	II	3.71	$185,500
Redlands	Planned	Lugonia Ave	California St	Wabash Ave	II	5.00	$250,000
Redlands	Planned	Mariposa Dr	Sunset Dr	Wabash Ave	III	1.73	$25,950
Redlands	Planned	Mountain View Ave	Orange Blossom Trail	I-10 Ramp	II	0.27	$13,500
Redlands	Planned	Nevada St	Santa Ana River Trail	Palmeto Ave	I	0.46	$460,000
Redlands	Planned	Nevada St	Lugonia Ave	Barton Rd	II	1.51	$75,500
Redlands	Planned	New York St	Lugonia Ave	Stuart Ave	II	0.72	$36,000
Redlands	Planned	New Yort St	Orange Blossom Trail	S End of New York St	II	0.23	$11,500
Redlands	Planned	Olive Ave	Terracina Blvd	Citrus Ave	II	2.05	$102,500
Redlands	Planned	Opal Ave	Santa Ana River Trail	San Bernardino Ave	III	1.04	$15,600
Redlands	Planned	Oragnge Grove Trail	Bryn Mawr Ave	San Bernardino Ave	II	0.66	$33,000
Redlands	Planned	Orange Blossom Connector	Stuart Ave	Redlands Blvd	I	0.04	$40,000
Redlands	Planned	Orange Blossom Trail	Mountain View Ave	Nevada St	I	2.83	$2,830,000
Redlands	Planned	Orange Blossom Trail	Iowa St	Alabama St	I	0.25	$250,000
Redlands	Planned	Orange Blossom Trail	0.12m e/o Alabama St	Tennessee St	I	0.39	$390,000
Redlands	Planned	Orange Blossom Trail	New York St	Naples Ave	I	3.74	$3,740,000
Redlands	Planned	Orange St	N City Limit	Colton Ave	II	2.49	$124,500
Redlands	Planned	Orange St	Colton Ave	Citrus Ave	III	0.50	$7,500
Redlands	Planned	Palmetto Ave	California St	Nevada St	I	0.50	$500,000
Redlands	Planned	Palo Alto Dr	Wasbash Ave	Sunset Dr	III	0.47	$7,050
Redlands	Planned	Park Ave	Orange Blossom Trail	Kansas St	II	1.16	$58,000
Redlands	Planned	Pennsylvania Ave	Karon St	Ford St	II	2.18	$109,000
Redlands	Planned	Pioneer Ave	Buckeye St	Wabash Ave	II	3.75	$187,500
Redlands	Planned	Redlands Blvd	Fern Ave	Ford St	III	1.37	$20,550
Redlands	Planned	Redlans Blvd	Colton Ave	Fern Ave	II	2.19	$109,500
Redlands	Planned	Reservoir Rd	Ford St	Wabash Ave	III	1.11	$16,650
Redlands	Planned	San Bernardino Ave	Orange Bloosom Trail	California St	II	1.00	$50,000
Redlands	Planned	San Bernardino Ave	E Doughnut Hole	Wabash Ave	II	3.66	$183,000
Redlands	Planned	San Jacinto St	Highland Ave	Crescent Ave	III	0.16	$2,400
Redlands	Planned	San Mateo St	Brookside Ave	Highland Ave	III	1.25	$18,750
Redlands	Planned	San Mateo St	Tennessee St	Brookside Ave	II	0.21	$10,500
Redlands	Planned	San Timoteo Canyon Rd	Barton Rd	Live Oak Rd	III	4.17	$62,550
Redlands	Planned	San Timoteo Creek Trail	Beaumont Ave	S City Limit	I	3.87	$3,870,000
Redlands	Planned	Santa Ana River Trail	Mountain View	Greenspot Rd	I	11.36	$11,360,000
Redlands	Planned	Serpentine Dr/Sunset Dr	Highland Ave	Alessandro Rd	III	1.28	$19,200
Redlands	Planned	South Ave	Cajon St	Henrietta St	III	0.22	$3,300
Redlands	Planned	State St	Alabama St	Eureka St	II	1.37	$68,500
Redlands	Planned	Stuart Ave	New York St	6th St	II	0.84	$42,000
Redlands	Planned	Sunset Dr S	Alessandro Rd	Alta Vista Dr	III	3.41	$51,150
Redlands	Planned	Tennessee St	San Bernardino Ave	San Mateo St	II	1.84	$92,000
Redlands	Planned	Terracina Blvd	Barton Rd	Smiley Heights Dr	II	1.26	$63,000
Redlands	Planned	Texas St	Santa Ana River Trail	State St	II	2.21	$110,500
Redlands	Planned	University St	San Bernardino Ave	Cypress Ave	II	1.68	$84,000
Redlands	Planned	Wabash Ave	Reservoir Rd	Palo Alto Dr	III	0.43	$6,450
Redlands	Planned	Wabash Ave	Sesums Dr	Reservoir Rd	II	3.65	$182,500
Redlands	Planned	Zanja Creek Trail	Orange Blossom Trail	Grove St	I	0.69	$689,999
Redlands	Planned	Zanja/Orange Connect	Zanja Creek Trail	Orange Blossom Trail	II	0.10	$5,000
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Rialto	Existing	Alder Ave	SR-210	Casa Grande Dr	II	2.06	$102,500
Rialto	Existing	Ayala Dr	Riverside Ave	SR-210	II	1.06	$52,500
Rialto	Existing	Cactus Ave	Baseline Ave	Bonhart Ave	II	1.50	$75,000
Rialto	Existing	Cactus Ave	Baseline Rd	Rialto Ave	I	1.50	$1,500,000
Rialto	Existing	Casa Grande Dr	Ponderosa Ave	Locust Ave	II	1.06	$52,500
Rialto	Existing	Cedar Ave	Baseline Rd	Randall Ave	II	2.51	$125,000
Rialto	Existing	Country Club Dr	Riverside Ave	Bohnert Ave	II	0.19	$9,500
Rialto	Existing	Live Oak Ave	Riverside Ave	Terra Vista Dr	II	0.64	$32,000
Rialto	Existing	Locust Ave	Riverside Ave	Buena Vista Dr	II	0.08	$3,500
Rialto	Existing	Palmetto Ave	Terra Vista Dr	Casa Grande Dr	II	0.59	$29,500
Rialto	Existing	Terra Vista Dr	Dove Tree Ave	Alder Ave	II	0.77	$38,000
Rialto	Planned	Agua Mansa Rd	.07m N El Rivino Dr	Riverside Ave	II	0.33	$16,500
Rialto	Planned	Ayala Dr	I 210	Baseline Rd	II	1.09	$54,500
Rialto	Planned	Baseline Rd	Maple Ave	E City Limit	II	3.25	$162,500
Rialto	Planned	Bloomington Ave	Larch St	Riverside Ave	II	1.76	$88,000
Rialto	Planned	Bohnert Ave	Cedar Ave	Ayala Dr	II	0.25	$12,500
Rialto	Planned	Cactus Ave	Rialto Ave	Manila St	II	3.16	$158,000
Rialto	Planned	Casa Grande Dr	Mango Ave	Ponderosa Ave	II	0.19	$9,500
Rialto	Planned	Casmalia St	Mango Ave	Cedar Ave	II	2.03	$101,500
Rialto	Planned	Casmalia St	Cedar Ave	Cactus Ave	II	0.75	$37,500
Rialto	Planned	Cedar Ave	Sequoia Ave	S of Miramont St	II	0.31	$15,500
Rialto	Planned	Cedar Ave	.06m s/o Bohnert Ave	Casmalia Ave	II	0.31	$15,500
Rialto	Planned	Etiwanda Ave	W City Limit	E City Limit	III	3.00	$45,000
Rialto	Planned	Jurupa Ave	.09m W Willow Ave	Riverside Ave	II	0.37	$18,500
Rialto	Planned	Locust Ave	Casmalia Ave	Baseline Rd	II	1.12	$56,000
Rialto	Planned	Locust Ave	Riverside Ave	Casmalia St	II	1.63	$81,500
Rialto	Planned	Maple Ave	Bonnie View Dr	Randall Ave	II	0.72	$36,000
Rialto	Planned	Merrill Ave	Maple Ave	Eucalyptus Ave	II	2.75	$137,500
Rialto	Planned	Pacific Electric Trail	Maple Ave	Pepper Ave	I	3.00	$3,000,000

Rialto	Planned	Palm Ave	Rialto Ave	Metrolink Station	II	0.12	$6,000
Rialto	Planned	Pepper Ave	Spruce St	Pacific Electric Trail	II	0.51	$25,800
Rialto	Planned	Pepper Ave	Baseline Rd	9th St	II	0.34	$17,400
Rialto	Planned	Rialto Ave	Cactus Ave	Willow Ave	II	0.50	$25,000
Rialto	Planned	Rialto Ave	Maple Ave	Cactus Ave	II	1.25	$62,500
Rialto	Planned	Rialto Ave	Sycamore Ave	Acacia Ave	II	0.25	$12,500
Rialto	Planned	Rialto Ave	Willow Ave	Sycamore Ave	II	0.50	$25,000
Rialto	Planned	Rialto Ave	Acacia Ave	Eucalyptus	II	0.25	$12,500
Rialto	Planned	Riverside Ave	I-10	Agua Mansa	II	2.08	$104,000
Rialto	Planned	Riverside Ave	Sierra Ave	Cactus Ave	II	3.85	$192,500
Rialto	Planned	Riverside Ave	Cactus Ave	I-10	III	6.33	$93,600
Rialto	Planned	San Bernardino Ave	W City Limit	E City Limit	II	1.44	$72,000
Rialto	Planned	Santa Ana Ave	Cactus Ave	Riverside Ave	II	0.75	$37,500
Rialto	Planned	Slover Ave	Cactus Ave	Sycamore Ave	II	1.00	$50,000
Rialto	Planned	Summit Ave	Mango Ave	Alder Ave	II	0.75	$37,500
Rialto	Planned	Sycamore Ave	Pacific Electric Trail	Rialto Ave SE	II	0.18	$9,000
Rialto	Planned	Terra Vista Dr	Mango Ave	Dove Tree Ave	II	0.11	$5,500
Rialto	Planned	Valley Blvd	Spruce Ave	E. City Boundary	II	1.17	$58,500
Rialto	Planned	Willow Ave	Rialto Ave NW	Rialto Ave SE	II	0.05	$2,500
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
San Bernardino	Existing	Campus Pkwy	Kendall Dr	Northpark Blvd	II	0.72	$36,000
San Bernardino	Existing	Chestnut Ave Bike Path	Ohio Ave	Irvington Ave	I	0.53	$530,000
San Bernardino	Existing	Electric Ave	Northpark Blvd	Mountain View Ave/38th St	II	1.08	$53,500
San Bernardino	Existing	Inland Center Dr Bike Path	S City Limits	Mill St	I	1.07	$1,070,000
San Bernardino	Existing	Kendall Dr	Palm Ave	Shandin Hills Cr	II	3.90	$194,500
San Bernardino	Existing	Mountain View Ave	Electric Ave/38th St	23rd St	II	3.06	$153,000
San Bernardino	Existing	Northpark Blvd	Campus Pkwy	Electric Ave	II	3.00	$149,500
San Bernardino	Existing	Parkdale St	Sierra Wy	Valencia Ave	II	0.72	$35,500
San Bernardino	Existing	Santa Ana River Trail	W City Limit	Waterman Ave	I	0.95	$950,000
San Bernardino	Existing	University Pkwy	Northpark Blvd	Varsity Ave	II	1.01	$50,000
San Bernardino	Existing	Valencia Ave	40th St	30th St	II	1.34	$67,000
San Bernardino	Planned	39th St	Mountain Ave	Del Rosa Ave	II	0.25	$12,500
San Bernardino	Planned	3rd St	Mt Vernon Ave	K St	II	0.34	$17,000
San Bernardino	Planned	40th St	.02m W Conejo Dr	Sonora St	II	0.17	$8,500
San Bernardino	Planned	40th St	Kendall Dr	.03m E 3rd Ave	II	0.09	$4,500
San Bernardino	Planned	40th St	.06m W Johnson St	Electric Ave	II	0.34	$17,000
San Bernardino	Planned	40th St	Valencia Ave	.08m W Golden Ave	II	0.57	$28,500
San Bernardino	Planned	5th St	H St	Tippecanoe Ave	II	2.28	$114,000
San Bernardino	Planned	5th St	Cajon/Lytle Creek Trail	H St	II	1.83	$91,500
San Bernardino	Planned	Arrowhead Ave	5th St	Orange Show Rd	II	1.97	$98,500
San Bernardino	Planned	Baseline Rd	W City Limit	E City Limit	II	4.88	$244,000
San Bernardino	Planned	Baseline Rd	Glasgow Ave	Yates St	II	0.05	$2,500
San Bernardino	Planned	Baseline Rd	Tippecanoe Ave	.02m E Conejo Dr	II	0.18	$9,000
San Bernardino	Planned	Cajon Blvd	N City Limit	Institution Rd/Palm Ave	II	0.21	$10,500
San Bernardino	Planned	Cajon Blvd	California St	Mt Vernon Ave	II	1.67	$83,500
San Bernardino	Planned	Cajon Blvd	Institution Rd/Palm Ave	June St	II	1.55	$77,500
San Bernardino	Planned	Cajon/Lytle Creek Trail			I	9.24	$9,240,000
San Bernardino	Planned	City Creek Trail	Mid City Connector	Palm Ave	I	19.81	$19,810,000
San Bernardino	Planned	City Creek Trail Extension	Chestnut Ave Bike Trail	Palm Ave	I	0.27	$270,000
San Bernardino	Planned	Del Rosa Ave	Eureka St	Marshall Blvd	II	0.18	$9,000
San Bernardino	Planned	Del Rosa Ave	Date St	Del Rosa Dr	II	0.69	$34,500
San Bernardino	Planned	Del Rosa Ave	39th St	Foothill Dr	II	0.25	$12,500
San Bernardino	Planned	Del Rosa Dr	Baseline St	San Canyon Trail	II	0.08	$4,000
San Bernardino	Planned	Devils Canyon Rd	Ben Canyon Rd	City Creek Trail	II	0.45	$22,500
San Bernardino	Planned	E St	Mill St	Orange Show Rd	II	0.86	$43,000
San Bernardino	Planned	E St	Orange Show Rd	Hunts Ln	II	1.33	$66,500
San Bernardino	Planned	Fairway Dr	Auto Plas Dr	E St	II	0.39	$19,500
San Bernardino	Planned	G St	Rialto Ave	Inland Center Dr	II	0.83	$41,500
San Bernardino	Planned	H St	Northpark Blvd	Hilld Dr/52nd St	II	0.17	$8,500
San Bernardino	Planned	H St/G St	5th St	Rialto Ave	II	0.56	$28,000
San Bernardino	Planned	Harriman Pl	Hospitality Ln	Tippecanoe Ave	II	0.51	$25,500
San Bernardino	Planned	Highland Ave	State St	Rockford Ave	II	6.11	$305,500
San Bernardino	Planned	Hospitality Ln	E St	Hunts Ln	II	0.34	$17,000
San Bernardino	Planned	Hospitality Ln	Hunts Ln	Tippecanoe Ave	II	1.63	$81,500
San Bernardino	Planned	Hunts Ln	Hospitatlity Ln	E St	II	0.08	$4,000
San Bernardino	Planned	Institution Rd	N end fo Cajon/Lytle Creek Trail	Cajon Blvd	I	0.91	$910,000
San Bernardino	Planned	Irvington Ave	Chestnut Ave	Palm Ave	II	0.26	$13,000
San Bernardino	Planned	K St	3rd St	Rialto Ave	II	0.22	$11,000
San Bernardino	Planned	Meridian Ave	Mill St	Randall Ave	II	0.50	$25,000
San Bernardino	Planned	Mid City Connector	40th St	Santa Ana River Trail	I	7.46	$7,460,000
San Bernardino	Planned	Mill St	Eucalyptus	Tippecanoe Ave	II	6.00	$300,000
San Bernardino	Planned	Mountain Ave	Sonora St	39th St	II	0.18	$9,000
San Bernardino	Planned	Mountain View Ave	23rd St	5th St	II	2.04	$102,000
San Bernardino	Planned	Mt Vernon Ave	Highland Ave	Grant St	II	3.59	$179,500
San Bernardino	Planned	Orange Show Rd	E St	Tippecanoe Ave	II	1.75	$87,500
San Bernardino	Planned	Pacific St	Perris Hill Park Rd	Dwight Way	II	0.55	$27,500
San Bernardino	Planned	Palm Ave	Little League Dr	Irvington Ave	II	0.28	$14,000
San Bernardino	Planned	Palm Ave	Highland Ave	Atlantic Ave	II	0.25	$12,500
San Bernardino	Planned	Palm Ave	Kendall Dr	Cajon Blvd	II	0.39	$20,000
San Bernardino	Planned	Parkdale St	Mountain View Ave	Sierra Way	II	0.11	$5,500
San Bernardino	Planned	Pepper Ave	Pacific Electric Trail	Rialto Ave	II	0.13	$6,500
San Bernardino	Planned	Pepper Ave	9th St	Spruce St	II	0.50	$25,450
San Bernardino	Planned	Perris Hill Park Rd	21st St	Gilbert St	II	0.55	$27,500
San Bernardino	Planned	Rialto Ave	G St	E St	II	0.25	$12,500
San Bernardino	Planned	Rialto Ave	E St	Arrowhead Ave	II	0.26	$13,000
San Bernardino	Planned	Rialto Ave	Mt Vernon Ave	G St	II	0.87	$43,500
San Bernardino	Planned	Rialto Ave	Eucalyptus Ave	Pepper Ave	II	0.25	$12,500
San Bernardino	Planned	Rialto Ave	Pepper Ave	Mt Vernon Ave	II	2.25	$112,500
San Bernardino	Planned	San Bernardino Ave	Tippecanoe Ave	Mt. View Ave	III	0.91	$13,650
San Bernardino	Planned	San Timoteo Creek Trail	Redlands Blvd	Santa Ana River Trail	I	0.66	$660,000
San Bernardino	Planned	Sand Canyon Trail	Piedmont Dr	Mid City Connecor	I	4.28	$4,280,000
San Bernardino	Planned	Santa Ana River Trail	Waterman Ave	Mountain View Ave	I	2.28	$2,280,000
San Bernardino	Planned	Sterling Ave	Marshall Blvd	Lynwood Dr	II	0.18	$9,000
San Bernardino	Planned	Sterling Ave	Citrus St	.9m N Date St	II	0.10	$5,000

San Bernardino	Planned	Sterling Ave	SR-210	Highland Ave	II	0.18	$9,000
San Bernardino	Planned	Tippecanoe Ave	Mill St	I-10/S City Limit	II	1.89	$94,500
San Bernardino	Planned	Tippecanoe Ave	Baseline Rd	Mill St	II	2.03	$101,500
San Bernardino	Planned	University Ave	Varsity Ave	Cajon Blvd	II	0.71	$35,500
San Bernardino	Planned	Valencia Ave	30th St	Highland Ave	II	0.65	$32,500
San Bernardino	Planned	Waterman Ave	Ward St	5th St	II	0.06	$3,000
San Bernardino	Planned	Waterman Ave	Monterey Ave	4th St	II	0.06	$3,000
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
SANBAG	Planned	Cajon Pass	Cajon Blvd	Oak Hill Rd	I	10.13	$10,130,000
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Twentynine Palms	Existing	Adobe Rd	MCAGCC	Two Mile Rd	I	4.05	$4,050,000
Twentynine Palms	Existing	Aztec Ave	Luckie Ave	Utah Trail	II	0.13	$6,700
Twentynine Palms	Existing	Bagley Ave	El Paseo Rd	Two Mile Rd	II	0.54	$27,200
Twentynine Palms	Existing	Baseline Ave	Utah Trail	1000ft w/o Utah Trail	II	0.16	$8,000
Twentynine Palms	Existing	El Paseo Dr	Bagley Ave	Mesquite Springs Rd	II	0.80	$40,000
Twentynine Palms	Existing	Joe Davis Dr	Luckie Ave	Utah Trail	II	0.12	$6,000
Twentynine Palms	Existing	Luckie Ave	Two Mile Rd	Joe Davis Dr	II	0.24	$12,000
Twentynine Palms	Existing	Mesquite Springs Rd	Two Mile Rd	Wildcat Wy	I	0.57	$570,000
Twentynine Palms	Existing	Split Rock Ave	Buena Vista Rd	El Paseo Rd	I	0.41	$410,000
Twentynine Palms	Existing	Two Mile Rd	Mesquite Springs Rd	Howard Wy	I	0.94	$930,000
Twentynine Palms	Existing	Two Mile Rd	Adobe Rd	Aztec Ave	I	0.25	$250,000
Twentynine Palms	Existing	Two Mile Rd	Aztec Ave	Desert Knoll Dr	III	0.25	$3,750
Twentynine Palms	Existing	Two Mile Rd	Desert Knoll Dr	Utah Tr	I	0.50	$500,000
Twentynine Palms	Existing	Utah Tr	SR-62	Joshua Tree Guard Shack	II	3.96	$198,000
Twentynine Palms	Existing	Utah Tr	Aztec Ave	Joe Davis Dr	I	0.63	$620,000
Twentynine Palms	Planned	Adobe Rd	SR-62	Baseline	II	1.00	$50,000
Twentynine Palms	Planned	Amboy Rd	Utah Tr	Adobe Rd	II	1.00	$50,000
Twentynine Palms	Planned	Baseline	Adobe Rd	1000ft w/o Utah Tr	II	0.83	$41,500
Twentynine Palms	Planned	Cactus Dr	Adobe Rd	National Park Dr	II	0.17	$8,500
Twentynine Palms	Planned	Hatch Rd	Manzanita Ave	Stardune Ave	II	0.87	$43,500
Twentynine Palms	Planned	Indian Cove Rd	Two Mile Rd	S City Limit	II	2.00	$100,000
Twentynine Palms	Planned	Larrea Ave	Two Mile Rd	SR-62	II	1.36	$68,000
Twentynine Palms	Planned	Lupine Ave	Two Mile Rd	Sunnyslope Dr	II	0.25	$12,500
Twentynine Palms	Planned	Mesquite Springs Rd	Amboy Rd	Two Mile Rd	I	1.01	$1,010,000
Twentynine Palms	Planned	Mesquite Springs Rd	Wild Cat Wy	SR-62	I	0.42	$420,000
Twentynine Palms	Planned	National Park Dr	Cactus Dr	Utah Tr	II	1.48	$74,000
Twentynine Palms	Planned	Old Dale Rd	Split Rock Rd	Adobe Rd	II	0.33	$16,500
Twentynine Palms	Planned	Split Rock Ave	SR-62	El Paseo Rd	II	0.19	$9,500
Twentynine Palms	Planned	Sullivan Rd	Stardune Ave	Adobe Rd	II	1.18	$59,000
Twentynine Palms	Planned	Two Mile Rd	Indian Cove Rd	Mesquite Springs Rd	I	4.89	$4,890,000
Twentynine Palms	Planned	Two Mile Rd	Mesquite Springs Rd	Lupine Ave	II	1.50	$75,000
Twentynine Palms	Planned	Utah Tr	Valle Vista Rd	Aztec Dr	II	2.63	$119,000
Twentynine Palms	Planned	Utah Tr	Aztec Ave	Amboy Rd	II	0.25	$12,500
Twentynine Palms	Planned	Utah Tr	Joe Davis Rd	SR-62	II	0.50	$25,000
Twentynine Palms	Planned	Valle Vista Rd	Adobe Rd	Utah Tr	II	1.00	$50,000
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Unincorporated	Existing	Aeroplane Blvd	Division Dr	Mt Doble Dr	III	1.28	$19,200
Unincorporated	Existing	Alpine Pedal Path	SR-38	Woodland Tr	I	1.52	$1,520,000
Unincorporated	Existing	Barranca Blvd	Country Club Blvd	Shay Rd	III	0.07	$1,050
Unincorporated	Existing	Big Bear Blvd	Greenspot Blvd	Bramble Bush Tr	III	1.11	$16,650
Unincorporated	Existing	Bluebill Dr	Mountain View Blvd	Elysian Blvd	III	0.23	$3,450
Unincorporated	Existing	Country Club Blvd	Shore Dr	Barranca Blvd	III	0.07	$1,050
Unincorporated	Existing	Elysian Blvd	Bluebill Dr	Shore Dr	III	0.13	$1,950
Unincorporated	Existing	Greenspot Blvd	Shay Blvd	Country Club Blvd	III	0.05	$750
Unincorporated	Existing	Mountain View Blvd	Mt Doble Dr	Bluebill Dr	III	0.57	$8,550
Unincorporated	Existing	Mt Doble Dr	Aeroplane Blvd	Mountain View Blvd	III	0.19	$2,850
Unincorporated	Existing	Shay Rd	Barranca Blvd	Greenspot Blvd	III	0.24	$3,600
Unincorporated	Existing	Shore Dr	Elysian Blvd	Country Club Blvd	III	0.23	$3,450
Unincorporated	Existing	Sunburst St	SR-62	Oleander Dr	I	3.26	$3,260,000
Unincorporated	Existing	Trona Rd	Center St	Adams St	I	3.76	$3,760,000
Unincorporated	Existing	Trona Rd	Marshall St	Athol St	I	0.79	$790,000
Unincorporated	Planned	1st St	Old State 58	.46m NE Irwin Rd	II	0.33	$16,500
Unincorporated	Planned	23rd St	Mountain Ave	San Antonio Ave	II	0.54	$27,000
Unincorporated	Planned	24th St	San Antonio Ave	Euclid Ave	II	0.56	$28,000
Unincorporated	Planned	3rd St	Waterman Ave	Tippecanoe Ave	II	1.09	$55,000
Unincorporated	Planned	40th St	.03m E 3rd Ave	.06m W Johnson St	II	0.54	$27,500
Unincorporated	Planned	40th St	.08m W Golden Ave	E .19m	II	0.18	$9,000
Unincorporated	Planned	5th Ave	Wabash Ave	Crafton Ave	II	2.26	$113,000
Unincorporated	Planned	5th St	Waterman Ave	Tippecanoe Ave	II	0.81	$40,500
Unincorporated	Planned	6th St	Waterman Ave	Mid City Connector	II	0.33	$16,500
Unincorporated	Planned	7th St	Locust Ave	Cedar Ave	II	0.75	$38,000
Unincorporated	Planned	Agua Mansa Rd	.80m W Rancho Ave	E .73m	II	0.67	$34,000
Unincorporated	Planned	Agua Mansa Rd	.16m S Holly	.07m N El Rivino Rd	II	0.37	$18,500
Unincorporated	Planned	Alabama St	Lugonia Ave	.28m N Palmetto Ave	II	1.26	$63,000
Unincorporated	Planned	Alder Ave	Jurupa Ave	San Bernardino Ave	II	1.91	$96,000
Unincorporated	Planned	Armory Rd	J St	H St	II	0.24	$12,500
Unincorporated	Planned	Arosa Dr	Dart Canyon Rd	North Rd	II	1.16	$58,500
Unincorporated	Planned	Arrow Rte	Hickory Ave	Almeria Ave	II	3.13	$157,000
Unincorporated	Planned	Aster Rd	Mojave Dr	Cactus Rd	II	0.50	$25,000
Unincorporated	Planned	Baseline Rd	Perris Hill Rd	Tippecanoe Ave	II	0.08	$4,000
Unincorporated	Planned	Baseline Rd	.02m E Conejo Dr	Glasgow Ave	II	0.24	$12,000
Unincorporated	Planned	Baseline St	Yates St	Del Rosa Dr	II	0.05	$3,000
Unincorporated	Planned	Bear Springs Rd	SR-18	SR-189	II	1.22	$61,000
Unincorporated	Planned	Beaumont Ave	Bryn Mawr Ave	Whittier Ave	II	0.25	$12,500
Unincorporated	Planned	Bellflower St	Mojave Dr	Cactus Rd	II	0.50	$25,000
Unincorporated	Planned	Benson Ave	Phillips Blvd	.06m N Howard St	II	0.32	$16,500
Unincorporated	Planned	Benson Ave	.18m N Howard St	State St	II	0.34	$17,000
Unincorporated	Planned	Bloomington Ave	Cedar Ave	Larch Ave	II	0.30	$20,000
Unincorporated	Planned	C St	.07m W Jackson	.07m E Tejon Ave	II	0.47	$24,000
Unincorporated	Planned	Cactus Ave	.24m N Cricket Dr	Slover Ave	II	1.34	$67,500
Unincorporated	Planned	Cajon Blvd	Planned path NW of I-15	Planned path SE of I-15	I	0.90	$900,000
Unincorporated	Planned	Cajon Blvd	I-15	N of Palm Ave	II	3.26	$163,500

Unincorporated	Planned	Cajon Blvd	Santa Fe Fire	I-15	II	7.45	$373,000
Unincorporated	Planned	Cajon Blvd	June St	California St	II	1.74	$87,000
Unincorporated	Planned	California St	.02m S Redlands NB Shldr Only	Orange Ave	II	0.76	$38,000
Unincorporated	Planned	California St	Almond Ave	Palmetto Ave	II	0.75	$37,500
Unincorporated	Planned	Cedar Ave	Bohnert Ave	.06m s/o Bohnert Ave	II	0.06	$3,000
Unincorporated	Planned	Cedar Ave	Randall Ave	El Rivino Rd	II	3.60	$180,000
Unincorporated	Planned	Central Ave	State St	Phillips Blvd	II	0.83	$41,500
Unincorporated	Planned	Central Rd	Las Tunas Dr	Tussing Ranch Rd	II	1.49	$75,000
Unincorporated	Planned	Central Rd	Ocotillo Way	Mojave St	II	0.37	$18,500
Unincorporated	Planned	Cherokee St	.9m W Harvard Rd	Harvard Rd	II	0.89	$44,500
Unincorporated	Planned	Cherry Ave	Valley Blvd	.13m S Foothill Blfd	II	2.38	$119,000
Unincorporated	Planned	Chino Ave	SR-71	.13m E Pipeline Ave	II	1.09	$55,000
Unincorporated	Planned	Colton Ave	Orange Blossom Trail/Wabash Ave	Opal Ave	II	0.25	$12,500
Unincorporated	Planned	Country Club Blvd	Barranca Blvd	Greenspot Rd	III	0.07	$1,130
Unincorporated	Planned	Country Club Dr	Spring Valley Pkwy	Fortuna Ln	II	1.25	$62,500
Unincorporated	Planned	Crafton Ave	Anzio Ave	5th Ave	II	1.93	$96,500
Unincorporated	Planned	Crafton Ave	San Bernardino Ave	Anzio Ave	II	0.05	$2,500
Unincorporated	Planned	Crest Forest Dr	Crestline Rd	SR-18	II	3.34	$167,500
Unincorporated	Planned	Daley Canyon Rd	SR-189	SR-18	II	0.53	$27,000
Unincorporated	Planned	Del Rosa Ave	Marshall Blvd	Date St	II	0.39	$20,000
Unincorporated	Planned	Del Rosa Ave	Del Roas Dr	Pacific St	II	0.37	$19,000
Unincorporated	Planned	Del Rosa Ave	Foothill Dr	Eureka St	II	0.37	$19,000
Unincorporated	Planned	Del Rosa Dr	N of Del Rosa Ave	Baseline Rd	II	0.84	$42,500
Unincorporated	Planned	Division Dr	Robinhood Blvd	North Shore Dr	II	0.42	$21,060
Unincorporated	Planned	Division Dr/McAlister Rd	Robinhood Blvd	Juniper Dr	II	0.65	$32,900
Unincorporated	Planned	E St	S of 49th St	Hill Dr	II	0.17	$9,000
Unincorporated	Planned	East End Ave	Grand Ave	Maxon Ln	II	1.20	$60,000
Unincorporated	Planned	East End Ave	Chino Ave	Walnut Ave	II	0.93	$46,500
Unincorporated	Planned	El Centro Rd	Columbine Rd	Oak Hill Rd	II	0.12	$6,000
Unincorporated	Planned	El Evado Rd	La Brisa Rd	Anacapa Rd	II	1.29	$64,500
Unincorporated	Planned	Electric Ave	N of 40th St	S of 44th St	II	0.10	$5,000
Unincorporated	Planned	Etiwanda Ave	Napa St	I-10	II	1.51	$76,000
Unincorporated	Planned	Euclid Ave	24th St	Mountain Ave	II	0.70	$35,500
Unincorporated	Planned	Fern Dr	Crest Forest Dr	Lake Dr	II	0.41	$20,500
Unincorporated	Planned	Florida Ave	Greenspot Rd	Garnet Ave	II	0.74	$37,000
Unincorporated	Planned	Fontana Ave	Valley Blvd	Lime Ave	II	0.89	$44,500
Unincorporated	Planned	Foothill Dr	Del Rosa Ave	Sterling Ave	II	0.50	$25,000
Unincorporated	Planned	Fortuna Ln	Country Club Dr	Yates Rd	II	0.10	$5,000
Unincorporated	Planned	Fox Farm Rd	.11m W McAlister	McAlister Rd	II	0.10	$5,000
Unincorporated	Planned	Francis Ave	.11m W East End Ave	.13m E Telephone	II	1.98	$99,500
Unincorporated	Planned	Garnet Ave	Florida Ave	Redlands City Limit	II	0.59	$29,500
Unincorporated	Planned	Garnet Ave	Redlands City Limit	SR-38	II	0.12	$6,000
Unincorporated	Planned	Ghost Town Rd	I-15 Underpass	Yermo Rd	II	0.14	$7,500
Unincorporated	Planned	Grand Ave	East End Ave	Ramona Ave	II	0.96	$48,000
Unincorporated	Planned	Grass Valley Rd	SR-189	SR-173	II	4.39	$235,000
Unincorporated	Planned	H St	Rimrock Rd	Linda Vista Ave	II	1.00	$50,000
Unincorporated	Planned	H St	49th St	40th St	II	0.57	$28,500
Unincorporated	Planned	Highland Ave	Osbun Rd	Sterling Ave	II	0.24	$12,500
Unincorporated	Planned	Holcomb Valley Rd	SR-38	N End	II	0.22	$11,500
Unincorporated	Planned	Irwin Rd	Old State 58	Radio Rd	II	0.38	$19,500
Unincorporated	Planned	Joshua Rd	Waalew Rd	Yucca Loma Rd	II	3.87	$193,500
Unincorporated	Planned	Joshua Rd	Yucca Loma Rd	Bear Valley Rd	II	1.98	$99,000
Unincorporated	Planned	Jurupa Ave	Tamarind Ave	Alder Ave	II	0.25	$12,500
Unincorporated	Planned	Jurupa Ave	Locust Ave	.09m W Willow Ave	II	1.90	$95,000
Unincorporated	Planned	Kuffel Canyon Rd	SR-173	SR-18	II	1.18	$61,500
Unincorporated	Planned	Lake Dr	SR-138	Dart Canyon Rd	II	2.39	$119,500
Unincorporated	Planned	Lake Gregory Dr	Lake Dr	SR-189	II	2.20	$110,500
Unincorporated	Planned	Leona Rd	Poplar St	Old State 58	II	0.34	$17,500
Unincorporated	Planned	Live Oak Dr	SR-330	SR-18	II	1.63	$82,000
Unincorporated	Planned	Loch Leven Rd	SR-173	Cottage Grove Rd	II	0.10	$5,500
Unincorporated	Planned	Locust Ave	Jurupa Ave	Randall Ave	II	2.38	$119,500
Unincorporated	Planned	Locust Ave	7th St	11th St	II	0.27	$14,000
Unincorporated	Planned	Lower Calico Acrd	Calico Rd	Cemetery Access	III	0.19	$3,000
Unincorporated	Planned	Main St	Hinkley Rd	Delaney Rd	II	3.19	$160,000
Unincorporated	Planned	Main St	.19m NE Sweeten Ln	.07m E Western Dr	II	1.16	$58,000
Unincorporated	Planned	Marshall Blvd	Del Rosa Ave	Sterling Ave	II	0.50	$25,000
Unincorporated	Planned	Mentone Blvd	Crafton Ave	Bryant St	II	4.31	$215,500
Unincorporated	Planned	Merrill Ave	Cherry Ave	Catawba Ave	II	1.76	$88,000
Unincorporated	Planned	Mesquite Springs Rd	Old Chisholm Trl	N of Rainier Rd	II	0.49	$24,500
Unincorporated	Planned	Mesquite St	Escondido Ave	Topaz Ave	II	0.99	$50,000
Unincorporated	Planned	Mill St	W limit	National Trails Hwy	II	0.29	$15,000
Unincorporated	Planned	Mission Blvd	.07m W Central Ave	Benson Ave	II	0.56	$28,000
Unincorporated	Planned	Mission Blvd	LA County	.06m E Pipeline Ave	II	0.36	$18,500
Unincorporated	Planned	Mojave Dr	Aster Rd	Mesquite Rd-WB Only	II	1.51	$37,750
Unincorporated	Planned	Monte Vista Ave	Francis Ave	Howard Ave	II	0.78	$39,000
Unincorporated	Planned	Mountain Ave	23rd St	Euclid Ave	II	1.35	$68,000
Unincorporated	Planned	Naples Ave	Wabash Ave	Orange Blossom Trail	II	0.31	$15,500
Unincorporated	Planned	National Trails Hwy	A St	Goffs Rd	III	106.10	$1,800,000
Unincorporated	Planned	National Trails Hwy	Mill St	Walton Rd	II	0.64	$32,000
Unincorporated	Planned	Needles Hwy	N City Limits	N County Limits	II	11.91	$596,000
Unincorporated	Planned	Nevada St	Palmeto Ave	Lugonia Ave	II	0.99	$49,500
Unincorporated	Planned	North Bay Rd	SR-173	Golden Rule Ln	II	0.35	$17,500
Unincorporated	Planned	North Rd	Lake Gregory Dr	SR-189	II	2.04	$107,000
Unincorporated	Planned	Oak Hill Rd	.02m N Caliente Rd	Mesquite St	II	2.27	$114,000
Unincorporated	Planned	Ocotillo Way	Navajo Rd	Central Rd	II	0.99	$49,500
Unincorporated	Planned	Old State 58	.06m W First St	.08m E Fern St	II	2.03	$102,000
Unincorporated	Planned	Old State 58	Irwin Rd	.02m W Camarillo Ave	II	0.32	$16,500
Unincorporated	Planned	Old State 58	.13m E Dixie Rd	Irwin Rd	II	6.76	$338,500
Unincorporated	Planned	Olive St	W Colton Hole	E Colton Hole	II	0.49	$24,500
Unincorporated	Planned	Opal Ave	San Bernardino Ave	Colton Ave	II	1.04	$52,500
Unincorporated	Planned	Osdick Rd	Randsburg CTF	US 395	II	0.59	$30,000
Unincorporated	Planned	Pacific St	Dwight Way	Sterling Ave	II	0.70	$35,500
Unincorporated	Planned	Palmetto Ave	Nevada St	Alabama St	II	0.49	$24,844
Unincorporated	Planned	Park Blvd	Twentynine Palms Hwy	Hill Top Dr	II	0.49	$25,000
Unincorporated	Planned	Pelican Lake Trail	Park Entrance Rd	Yates Rd	I	0.50	$500,000

Unincorporated	Planned	Pepper Ave	Valley Blvd	Slover Ave	II	0.48	$24,500
Unincorporated	Planned	Philadelphia St	W County Limit	Norton Ave	II	0.96	$48,500
Unincorporated	Planned	Philadelphia St	E of Ramona Ave	W of Carlisle Ave	II	0.33	$16,500
Unincorporated	Planned	Phillips Blvd	LA County	.11m E Fremont Ave	II	1.91	$96,000
Unincorporated	Planned	Phillips Blvd	Central Ave	Benson Ave	II	0.49	$25,000
Unincorporated	Planned	Pioneer Ave	Alabama St	Buckeye St	I	1.33	$1,340,000
Unincorporated	Planned	Ramona Ave	.03m N Philadelphia Ave	Grand Ave	II	1.00	$50,500
Unincorporated	Planned	Ranchero Rd	W Oak Hill Rd	E Oak Hill Rd	II	0.25	$12,500
Unincorporated	Planned	Randall Ave	Alder Ave	Cedar Ave	II	1.24	$62,500
Unincorporated	Planned	Reche Canyon Rd	Utility Access Rd	Pepper Tree Ln	II	0.71	$36,000
Unincorporated	Planned	Reche Canyon Rd	Fern Ln	Reche Canyon Rd	II	0.28	$14,500
Unincorporated	Planned	River Rd	Soto Ranch Rd	Needles Hwy	II	3.65	$182,500
Unincorporated	Planned	Riverside Ave	N Ayala Dr	SE of Pecan Ave	II	1.34	$67,500
Unincorporated	Planned	Riverside Dr	Co E of Riverside Way	Co E of Pipeline Ave	II	1.73	$86,500
Unincorporated	Planned	Riverside OH	SE of Peach St	SE of Kauri Ave	II	1.24	$62,500
Unincorporated	Planned	Rock Springs Rd	E Hesperia City Limit	Mojave Riverwalk	II	0.22	$11,000
Unincorporated	Planned	San Antionio Ave	San Antonio Cres W & E	23rd St	II	0.28	$14,000
Unincorporated	Planned	San Antonio Cresent W	Mountain Ave	San Antonio Cres E	II	0.20	$10,500
Unincorporated	Planned	San Bernardino Ave	Etiwanda Ave	Fontana Ave	II	3.28	$164,000
Unincorporated	Planned	San Bernardino Ave	Alder Ave	.07m E Larch Ave	II	1.56	$78,000
Unincorporated	Planned	San Bernardino Ave	California St	Redlands City Limit	II	1.33	$67,000
Unincorporated	Planned	San Bernardino Ave	Wabash Ave	.05m W Suffel St	II	0.37	$26,500
Unincorporated	Planned	San Bernardino Ave	.05m W Suffel St	Crafton Ave	II	0.62	$31,000
Unincorporated	Planned	San Moritz Dr	Lake Gregory Dr	Arosa Dr	II	1.60	$80,000
Unincorporated	Planned	San Timoteo Canyon Rd	Barton Rd	Nevada St	II	0.43	$22,000
Unincorporated	Planned	Santa Ana Ave	Mulberry Ave	Almond Ave	II	0.77	$38,500
Unincorporated	Planned	Santa Ana Ave	Tamarind Ave	Cedar Ave	II	1.49	$75,000
Unincorporated	Planned	Santa Ana Ave	Cedar Ave	Cactus Ave	II	0.75	$37,500
Unincorporated	Planned	Seneca Rd	.07m W Emerald Rd	Amethyst Rd	II	0.99	$49,500
Unincorporated	Planned	Shay Rd	SR-38	.07m E Barranca Blvd	II	0.30	$15,000
Unincorporated	Planned	Slover Ave	Mulberry Ave	Almond Ave	II	0.77	$38,500
Unincorporated	Planned	Slover Ave	Tamarind Ave	Cedar Ave	II	1.49	$75,000
Unincorporated	Planned	Slover Ave	Cedar Ave	Cactus Ave	II	0.74	$37,000
Unincorporated	Planned	Spring Valley Pkwy	Vista Point Dr	Huerta Rd	II	1.39	$69,500
Unincorporated	Planned	SR-138	Waters Dr	Lake Dr	II	0.96	$48,000
Unincorporated	Planned	SR-173	Loch Leven Rd	Kuffel Canyon Rd	II	0.63	$31,500
Unincorporated	Planned	SR-18	Bear Springs Rd	Daley Canyon Rd	II	0.43	$21,500
Unincorporated	Planned	SR-18	Crest Forest Dr	Lake Gregory Dr	II	0.15	$7,500
Unincorporated	Planned	SR-189	North Rd	Bear Springs Rd	II	0.21	$10,500
Unincorporated	Planned	SR-189/Blue Jay CTF circle			II	0.90	$45,000
Unincorporated	Planned	SR-189/Lakes Edge Rd	Blue Jay Ctf	Loch Leven Rd	II	1.78	$89,000
Unincorporated	Planned	Stanfield CTF	N of SR-18	SR-38	II	0.43	$22,000
Unincorporated	Planned	State St	Highland Ave	Cajon Blvd	II	1.18	$59,000
Unincorporated	Planned	Sterling Ave	Along Unicorp Portions N	Along Unicorp Portions S	II	1.52	$76,500
Unincorporated	Planned	Stoddard Wells Rd	Johnson Rd	Dale Evans Pkwy	I	2.19	$2,190,000
Unincorporated	Planned	Sunburst St	Joshua Tree Elem	2m N to Elementary School	I	2.67	$2,670,000
Unincorporated	Planned	Sunny Vista Rd	Twentynine Palms Hwy	Mt View Tr	II	1.89	$95,000
Unincorporated	Planned	Tippecanoe Ave	Vine St	3rd St	II	0.93	$46,500
Unincorporated	Planned	Topaz Rd	Seneca Rd	Palmdale Rd	II	0.50	$25,000
Unincorporated	Planned	Trona Rd	Inyo County Limit	Marshall St	II	0.87	$43,500
Unincorporated	Planned	Trona Rd	US 395	SR-178	II	21.14	$1,057,000
Unincorporated	Planned	Trona Rd	High School	Rest Stop	II	1.19	$59,500
Unincorporated	Planned	Trona Rd	Community of Argus	Pennacle Rd	II	5.23	$261,500
Unincorporated	Planned	Trona Rd	Marshall St	High School	I	0.97	$970,000
Unincorporated	Planned	Trona Rd	Rest Sto	Community of Argus	I	1.27	$1,290,000
Unincorporated	Planned	Trona Rd OH N	Center St	E.16m	II	0.16	$8,000
Unincorporated	Planned	Tussing Ranch Rd	Deep Creek Rd	Kiowa Rd	II	1.00	$50,000
Unincorporated	Planned	Valley Blvd	Etiwanda Ave	Commerce Dr	II	0.49	$24,500
Unincorporated	Planned	Valley Blvd	Cherry Ave	Hemlock Ave	II	0.75	$38,000
Unincorporated	Planned	Valley Blvd	Alder Ave	Spruce Ave	II	1.74	$87,500
Unincorporated	Planned	Valley Blvd	W Colton Hole	E Colton Hole	II	0.42	$21,500
Unincorporated	Planned	Valley Blvd	Mulberry Ave	Almond Ave	II	0.76	$41,500
Unincorporated	Planned	Valley Blvd	Commerce Dr	Mulberry Ave	II	0.52	$26,000
Unincorporated	Planned	Vista Point Dr	Ridgecrest Rd	Spring Valley Pkwy	II	0.46	$23,000
Unincorporated	Planned	Vista Rd	Lakeview Dr	Jordan Rd	II	1.32	$66,000
Unincorporated	Planned	Waalew Rd	Meridian Ave	E Limit	II	0.46	$23,500
Unincorporated	Planned	Waalew Rd	Joshua Rd	.03m E Tiama	II	0.44	$22,000
Unincorporated	Planned	Walnut Ave	.1m W Roswell Ave	Roswell Ave	II	0.10	$5,000
Unincorporated	Planned	Waterman Ave	6th St	3rd St	II	0.25	$13,000
Unincorporated	Planned	Waters Dr	Crest Forest Dr	SR-138	II	1.60	$80,000
Unincorporated	Planned	Yates Rd	.24m N Chinquapin Dr	.02S Fortuna Ln	II	1.35	$67,500
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Upland	Existing	16th St	SR-210	E City Limit	II	4.03	$201,500
Upland	Existing	19th St	Campus Ave	Cucamonga Creek	II	0.65	$32,500
Upland	Existing	19th St	850' w/o Campus Ave	Campus Ave	II	0.32	$8,000
Upland	Existing	20th St	Campus Ave	Campus Ave	III	0.42	$6,300
Upland	Existing	8th St	Euclid Ave	Campus Ave	III	0.54	$8,100
Upland	Existing	Arrow Highway	Monte Vista Ave	Grove Ave	III	4.00	$60,000
Upland	Existing	Benson Ave	13th St	Foothill Blvd	II	0.25	$12,500
Upland	Existing	Benson Ave	Birkdale Ave	13th St	III	1.68	$25,200
Upland	Existing	Benson Ave	Foothill Blvd	I-10	III	1.35	$20,250
Upland	Existing	Benson Ave	Mountain Ave	Birkdale Ave	I	0.71	$710,000
Upland	Existing	Campus Ave	SR-210	18th St	II	0.60	$30,000
Upland	Existing	Campus Ave	18th St	I-10	III	2.88	$43,200
Upland	Existing	Campus Ave	20th St	SR-210	III	0.07	$1,050
Upland	Existing	Campus Ave	24th St	20th St	III	1.00	$15,000
Upland	Existing	Colonies Pkwy	Campus Ave	19th St	II	1.28	$64,000
Upland	Existing	Cucamonga Creek	19th St	Baseline Rd	I	0.85	$850,000
Upland	Existing	Deakin Ave	24th St	Mildura Ave	I	0.29	$290,000
Upland	Existing	Euclid Ave	24th St	I-10	II	8.61	$430,500
Upland	Existing	Foothill Blvd	W City Limit	Grove Ave	II	4.08	$204,000
Upland	Existing	Hospital Pkwy	Foothill Blvd	11th St	III	0.25	$3,750
Upland	Existing	Mildura Ave	Mountain Ave	Benson Ave	I	0.92	$920,000
Upland	Existing	Monte Vista Ave	N City Limit	Richton St	II	1.01	$50,500

Upland	Existing	Mountain Ave	20th St	19th St	II	0.42	$21,000
Upland	Existing	Pacific Electric Trail	W City Limit	E City Limit	I	3.56	$3,560,000
Upland	Existing	Tanglewood Ave	Colonies Pkwy	Golf Club Dr	II	0.34	$17,000
Upland	Planned	11th St	Campus Ave	Hospitality Pkwy	II	0.26	$13,000
Upland	Planned	19th St	3rd St	820' e/of Francis Ave	III	0.22	$3,446
Upland	Planned	20th St	Campus Ave	Campus Ave	II	0.42	$21,000
Upland	Planned	24th St	Euclid Ave	Campus Ave	II	0.45	$22,500
Upland	Planned	8th St	Euclid Ave	Campus Ave	II	0.54	$27,000
Upland	Planned	A St	Euclid Ave	Campus Ave	II	0.56	$28,000
Upland	Planned	Arrow Highway	Monte Vista Ave	Grove Ave	II	4.00	$200,000
Upland	Planned	Benson Ave	Birkdale Ave	13th St	II	1.68	$84,000
Upland	Planned	Benson Ave	Foothill Blvd	I-10	II	1.34	$67,500
Upland	Planned	Campus Ave	18th St	I-10	II	2.87	$143,500
Upland	Planned	Campus Ave	24th St	20th St	II	1.00	$50,000
Upland	Planned	Campus Ave	20th St	SR-210	II	0.11	$3,500
Upland	Planned	Cucamonga Creek Safety Enhancements	9th St	Baseline Rd	I	0.84	$840,000
Upland	Planned	Hospital Pkwy	Foothill Blvd	11th St	II	0.24	$12,500
Upland	Planned	Hospitality Pkwy Trail	11th St	Pacific Electric Trail	I	0.39	$400,000
Upland	Planned	Hummingbird Ln	Tanglewood Ave	Cucamonga Creek Trail	II	0.18	$9,000
Upland	Planned	Mountain Ave	21st St	20th St	II	0.75	$37,500
Upland	Planned	Mountain Ave	19th St	16th St	II	0.74	$37,000
Upland	Planned	Mountain Ave	16th St	Pacific Electric Trail	II	1.63	$81,750
Upland	Planned	Station 4 Trail	19th/3rd St	19th St	I	0.36	$360,000
Upland	Planned	Tanglewood Ave	Golf Club Dr/Hummingbird Ln	16th St	II	0.19	$9,500
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Victorville	Existing	Mojave Riverwalk	I-15	6th St	I	0.83	$830,000
Victorville	Planned	6th St	6th St Trailhead	D St	III	0.08	$1,350
Victorville	Planned	7th St	D St	Palmdale Rd	II	2.45	$123,000
Victorville	Planned	Air Expressway	Adelanto Rd	National Trails Hwy	II	4.81	$241,000
Victorville	Planned	Amargosa Rd	Mojave Dr	Mesa St	II	6.11	$306,000
Victorville	Planned	Amethyst Rd	Mojave Dr	Palmdale Rd	II	1.49	$74,500
Victorville	Planned	Amethyst Rd	Palmdale Rd	La Mesa Rd	II	1.52	$76,400
Victorville	Planned	Bear Valley Rd	Highway 395	Mojave River	II	8.28	$414,000
Victorville	Planned	Center St	7th St	Verde St	II	0.36	$18,300
Victorville	Planned	Coad Rd	Hesperia Rd	BNSF Rail Line	III	0.63	$9,600
Victorville	Planned	Coad Rd	BNSF Rail Line	Ridgecrest Rd	I	0.29	$290,000
Victorville	Planned	El Evado Rd	Palmdale Rd	Anacapa Rd	II	0.12	$6,000
Victorville	Planned	El Evado Rd	La Brisa Rd	La Mesa Rd	II	0.08	$4,000
Victorville	Planned	George Blvd	Air Expressway	Nevada Ave	II	0.59	$29,500
Victorville	Planned	Green Tree Blvd	7th St	Hesperia Rd	II	1.83	$92,000
Victorville	Planned	Hesperia Rd	D St	Bear Valley Rd	II	4.90	$245,000
Victorville	Planned	Highway 18	6th St	E City Limit	II	0.63	$31,500
Victorville	Planned	Highway 395	Holly Rd/Hopland St	Mesa St	II	6.51	$326,000
Victorville	Planned	La Mesa Rd	Hwy 395	Amargosa Rd	II	3.62	$181,400
Victorville	Planned	Mariposa Rd	Bear Valley Rd	Palmdale Rd	II	2.90	$145,500
Victorville	Planned	Mesa St	Highway 395	Amargosa Rd	III	2.05	$30,750
Victorville	Planned	Mojave Dr	Highway 395	7th St	II	5.66	$84,900
Victorville	Planned	Mojave Dr	7th St	Victor St	II	0.44	$22,400
Victorville	Planned	Mojave Riverwalk	6th St	Bear Valley Rd	I	5.45	$5,450,000
Victorville	Planned	National Trails Hwy	Walton Rd	6th St	II	4.71	$236,000
Victorville	Planned	Palmdale Rd	Highway 395	7th St	II	4.56	$68,550
Victorville	Planned	Power Line Easement	California Aqueduct	Air Expressway	I	9.60	$9,600,000
Victorville	Planned	Ridgecrest Rd	Yates Rd	Bear Valley Rd	II	2.25	$33,900
Victorville	Planned	Seneca Rd	Hesperia Rd	BNSF Rail Line	III	1.01	$15,300
Victorville	Planned	Spring Valley Pkwy	Bear Valley Rd	Huerta Rd	II	0.36	$5,400
Victorville	Planned	Stoddard Wells Rd	Highway 18	Dante St	I	2.13	$2,140,000
Victorville	Planned	Stoddard Wells Rd	Outer I-15 S	Dante St	I	2.61	$2,610,000
Victorville	Planned	Verde St	Mojave Dr	Center St	II	0.12	$6,300
Victorville	Planned	Victor St	7th St	Mojave Dr	II	0.43	$21,800
Victorville	Planned	Village Dr	Air Expressway	Mojave Dr	II	3.38	$50,850
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Yucaipa	Existing	5th St	Oak Glen Rd	Yucaipa Blvd	II	0.82	$41,000
Yucaipa	Existing	Bella Vista Dr	Fremont St	Holmes St	II	0.28	$14,000
Yucaipa	Existing	Bryant St	SR-38	Avenue E	II	3.91	$195,500
Yucaipa	Existing	California St	Yucaipa Blvd	Avenue D	II	0.28	$62,500
Yucaipa	Existing	Chapman Heights Rd	Sand Canyon Rd	Oak Glen Rd	II	1.86	$93,000
Yucaipa	Existing	Fremont St	Yucaipa Blvd	Grandview Dr	II	0.05	$2,500
Yucaipa	Existing	Fremont St	Avenue E	Bella Vista Dr	II	0.52	$26,000
Yucaipa	Existing	Holmes St	Bella Vista Dr	Wildwood Canyon Rd	II	0.24	$12,000
Yucaipa	Existing	Oak Glen Rd	Bryant St	2nd St	II	0.50	$25,000
Yucaipa	Existing	Oak Glen Rd	Cherry Croft Dr	Bryant St	II	0.87	$43,500
Yucaipa	Existing	Oak Glen Rd	2nd St	Yucaipa Blvd	I	2.06	$2,060,000
Yucaipa	Existing	Oak Glen Rd	Yucaipa Blvd	Calimesa Blvd	II	1.70	$85,000
Yucaipa	Existing	Sand Canyon Rd	N City Limit	Yucaipa Blvd	II	0.92	$46,000
Yucaipa	Existing	Wildwood Canyon Rd	Holmes St	Mesa Grande Dr	II	0.80	$40,000
Yucaipa	Existing	Yucaipa Blvd	15th St	5th St	II	4.19	$209,500
Yucaipa	Existing	Yucaipa Blvd	Bryant St	Fremont St	II	0.49	$24,500
Yucaipa	Planned	12th St	Yucaipa Blvd	Ave E	II	0.50	$25,000
Yucaipa	Planned	14th St	Yucaipa Blvd	Oak Glen Rd	II	1.11	$55,500
Yucaipa	Planned	3rd St	Yucaipa Blvd	Wildwood Canyon Rd	II	1.24	$62,500
Yucaipa	Planned	6th St	Yucaipa Blvd	Wildwood Canyon Rd	II	1.25	$63,000
Yucaipa	Planned	7th St	Yucaipa Blvd	Washington Dr	II	0.09	$4,500
Yucaipa	Planned	8th St	Washington Dr	Ave E	II	0.53	$26,500
Yucaipa	Planned	Ave E	12th St	Bryant St	II	3.10	$155,000
Yucaipa	Planned	Avenue E	14th St	12th St	II	0.50	$25,000
Yucaipa	Planned	Bryant St	Ave E	County Line Rd	II	1.68	$84,000
Yucaipa	Planned	California St	Avenue D	Wildwood Canyon Rd	II	0.96	$62,500
Yucaipa	Planned	Calimesa Blvd	Oak Glen Rd	S City Limit	II	2.26	$113,000
Yucaipa	Planned	Campus Dr	Sand Canyon Rd	Sand Canyon Rd	II	1.10	$55,000
Yucaipa	Planned	Colorado St	Oak Glen Rd	Wildwood Canyon Rd	II	1.63	$82,000
Yucaipa	Planned	Fremont St	Grandview Dr	Avenue E	II	0.53	$27,000
Yucaipa	Planned	Live Oak Rd	W City Limit	I-10	II	0.62	$31,000
Yucaipa	Planned	Mesa Grande Dr	Wildwood Canyon Rd	County Line Rd	II	1.04	$52,500

Yucaipa	Planned	Oak Glen Rd	Cherry Croft Dr	e/o Martell Ave	II	1.37	$69,000
Yucaipa	Planned	Oak Glen Rd	Oak Glen Rd	Scenic Crest Dr	II	0.50	$25,500
Yucaipa	Planned	Oak Glen Rd	I-10	Calimesa Blvd	II	0.13	$6,500
Yucaipa	Planned	Outer Highway 10	Yucaipa Blvd	Alta Vista Dr	III	0.29	$4,350
Yucaipa	Planned	Washington Dr	8th St	7th St	II	0.24	$12,500
Yucaipa	Planned	Wildwood Canyon Rd	Calimesa Blvd	Holmes St	II	3.23	$162,000
Yucaipa	Planned	Wildwood Canyon Rd	Mesa Grande Dr	Oak Glen Rd	II	2.62	$131,000
Yucaipa	Planned	Yucaipa Blvd	5th St	Bryant St	II	1.24	$62,500
Yucaipa	Planned	Yucaipa Blvd	I-10	Outer Highway 10	II	0.04	$2,000
Yucaipa	Planned	Yucaipa Blvd	I-10	15th St	II	1.27	$64,000
City	Status	Path	From	To	Class	Length (Miles)	Cost Estimates
Yucca Valley	Existing	Acoma Tr	Onaga Tr	SR-62	III	0.60	$9,000
Yucca Valley	Existing	Avalon Ave	Paxton Rd	Barron Dr	III	0.16	$2,400
Yucca Valley	Existing	Barron Dr	Avalon Ave	Yucca Mesa Rd	III	1.04	$15,600
Yucca Valley	Existing	Blackrock Canyon Rd	San Marino Dr	End	III	1.08	$16,200
Yucca Valley	Existing	Carmelita Circle	Santa Barbara Dr	Santa Barbara Dr	III	1.15	$17,250
Yucca Valley	Existing	Joshua Ln	Onaga Tr	San Marino Dr	III	3.76	$56,400
Yucca Valley	Existing	La Contenta Rd	SR-62	Yucca Trail	III	0.99	$14,850
Yucca Valley	Existing	Mohawk Tr	SR-62	Sunnyslope Dr	III	0.53	$7,950
Yucca Valley	Existing	Onaga Tr	Hopi Tr	Palomar Ave	III	3.50	$52,500
Yucca Valley	Existing	Palomar Ave	Yucca Trail	Joshua Ln	III	1.99	$29,850
Yucca Valley	Existing	Paxton Rd	SR-247	Avalon Ave	III	1.47	$22,050
Yucca Valley	Existing	Pioneertown Rd	Sunnyslope Dr	N Town Limits	III	0.82	$12,300
Yucca Valley	Existing	San Marino Dr	Joshua Ln	Black Rock Canyon Rd	III	0.06	$900
Yucca Valley	Existing	Santa Barbara Dr	Joshua Ln	Carmelita Circle	III	0.56	$8,400
Yucca Valley	Existing	SR-247	Sunnyslope Dr	Paxton Rd	III	0.47	$7,050
Yucca Valley	Existing	Sunnyslope Dr	Pioneertown Rd	SR-247	III	1.97	$29,550
Yucca Valley	Existing	Yucca Mesa Rd	SR-62	N Town Limits	III	2.14	$32,100
Yucca Valley	Existing	Yucca Tr	La Contenta Rd	Palomar Ave	III	1.12	$16,800
Yucca Valley	Planned	Acoma Tr	San Andreas Rd	SR-62	II	2.10	$105,000
Yucca Valley	Planned	Avalon Ave	Yucca Tr	SR-62	II	0.89	$44,500
Yucca Valley	Planned	Balsa Ave	Paxton Rd	Yucca Tr	II	1.08	$54,000
Yucca Valley	Planned	Black Rock Cyn Rd	Miramar Dr	Yucca Tr	II	0.25	$12,500
Yucca Valley	Planned	Buena Vista Dr	Yucca Mesa Rd	SR-247	II	2.77	$138,500
Yucca Valley	Planned	Camino del Cielo Tr	Onaga Tr	Sunnyslope Dr	II	2.08	$44,500
Yucca Valley	Planned	Emerson Ave	Onaga Tr	Joshua Ln	II	1.06	$53,350
Yucca Valley	Planned	Joshua Ln	Onaga Tr	San Marino Dr	II	3.80	$190,000
Yucca Valley	Planned	Kickapoo Tr	Onaga Tr	Yucca Tr	II	0.59	$29,500
Yucca Valley	Planned	Onaga Tr	Palomar Ave	Camino del Cielo Tr	II	4.38	$94,500
Yucca Valley	Planned	Palomar Ave	Yucca Tr	Joshua Ln	II	2.01	$100,500
Yucca Valley	Planned	Paxton Rd	SR-247	Avalon Ave	II	4.73	$73,000
Yucca Valley	Planned	Pioneertown Rd	Onaga Tr	Town Boundary	II	1.89	$94,500
Yucca Valley	Planned	Sage Ave	Sunnyslope Dr	Onaga Tr	II	1.04	$52,000
Yucca Valley	Planned	San Andreas Tr	Joshua Ln	Acoma Tr	I	3.07	$3,070,000
Yucca Valley	Planned	San Marino Dr	Joshua Ln	Black Rock Cyn Rd	II	0.08	$4,000
Yucca Valley	Planned	SR-247	Sunnyslope Dr	Paxton Rd	II	0.49	$24,500
Yucca Valley	Planned	SR-247	Sunnyslope Dr	Yucca Tr	II	0.57	$28,860
Yucca Valley	Planned	Sunnyslope Dr	Camino del Cielo Tr	SR-247	II	3.11	$155,500
Yucca Valley	Planned	Warren Vista Ave	Yucca Tr	SR-62	II	0.42	$21,000
Yucca Valley	Planned	Yucca Mesa Rd	Yucca Tr	Buena Vista Dr	II	2.99	$149,500
Yucca Valley	Planned	Yucca Tr	Kickapoo Tr	Pioneertown Rd	III	0.64	$9,600
Yucca Valley	Planned	Yucca Tr	Sage Ave	La Contenta Rd	II	3.01	$150,500
Yucca Valley	Planned	Yucca Wash Tr	SR-62	Avalon Ave	I	3.20	$3,200,000

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TRANSPORTATION MEASURE I

■ 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: November 6, 2013

Subject: 2013 Update to the Development Mitigation Nexus Study

Recommendation:* Approve the 2013 Update to the Development Mitigation Nexus Study Project Lists and Cost Estimates.

Background: State law requires updating of the SANBAG Congestion Management Program (CMP) every two years. The Development Mitigation Nexus Study (Appendix K of the CMP) is also updated every two years as part of the CMP update. The Nexus Study is being updated prior to the full CMP update so that jurisdictions have this information available for their transportation fee program updates according to the normal update cycles identified in the Nexus Study. The full update to the CMP will follow in the November/December timeframe. Appendix J was first adopted by the SANBAG Board and incorporated into the CMP in 2005.

The Development Mitigation Program update has been underway since June 2013. Staff discussed the update with the Transportation Technical Advisory Committee (TTAC) and distributed a formal request for information to City Managers on June 13, 2013. In the correspondence to the City Managers, jurisdictions were asked to update arterial and interchange project lists, including the addition or deletion of projects, modifications to project limits and changes to project costs. SANBAG staff updated the interchange and arterial project tables in the Development Mitigation Nexus Study. A draft 2013 update of Table 3 (Interchange Improvements and 2013 Costs, Including a Comparison to 2011

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1311a-tb

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311a1-tb.pdf

Nexus Study Costs) and the "Development Mitigation Nexus Study Attachment 1," (Arterial Projects by jurisdiction) were provided to Valley and Victor Valley TTAC representatives at the September 9, 2013 TTAC meeting and subsequently at the September 30, 2013 TTAC meeting.

Minor refinements were made to Table 3 of the Development Mitigation Nexus Study which defines interchange improvements and associated cost estimates. The I-15/High Desert Corridor interchange (termed the E-W corridor interchange in the Nexus Study) has been removed as this interchange, if implemented, would be a system interchange rather than a local interchange. In addition, Table 6, Railroad Grade Separation Projects on the Nexus Study Network, was updated to incorporate current project cost information.

"Development Mitigation Nexus Study Attachment 1," contains the recommended arterial project 2013 updates to the SANBAG Nexus Study. Modifications included adding or deleting projects, modifying project scope (including project limits), adjusting project costs, and updating the associated tables for each local jurisdiction.

The most important tables in the Nexus Study update are Tables 7 and 8, which document the development share of total costs that need to be met or exceeded with the development impact fee (DIF) programs that are updated by the cities and the County. The costs in Table 7 are for the cities, and the costs in Table 8 are for the County spheres of influence. The overall mitigation cost reduction is approximately four percent, compared to the 2011 Nexus Study. However, the change varies from one jurisdiction to another.

Following approval of the updated Nexus Study, a request will be sent to Valley and Victor Valley jurisdictions to update their fee programs according to the schedule in Table 9 of the Nexus Study. An option will be provided for those in the January update cycle to update their fee programs by either January 2014 or January 2015. Thus, jurisdictions in this cycle may defer any changes for one year following adoption of the 2013 Nexus Study update. The recommended updated Tables 3, 6, 7 and 8 of the Development Mitigation Nexus Study have been attached to this item. The CMP, the Development Mitigation Nexus Study and all associated tables and appendices are available in their entirety by request.

Financial Impact: This item has no impact on the adopted Fiscal Year 2013/2014 SANBAG Budget.

Reviewed By: This item was reviewed and recommended for approval (8-0-1; Abstained: Lovingood) by the General Policy Committee on October 9, 2013. The material in this item was presented to the Transportation Technical Advisory Committee on September 9, 2013 and September 30, 2013.

Responsible Staff: Tim Byrne, Chief of Planning

BRD1311a-tb

Table 3
Interchange Improvements and 2013 Costs, Including a Comparison to 2011 Nexus Study Costs

Interchange	2011 Nexus Study Cost ($Millions)	Lead Agency	2013 Nexus Study Cost Update ($Millions)	Federal Earmark/ State Buy-Down ($Millions)	Source of Cost Estimate*	Year Estimate Prepared
SR-60 at:						
Ramona	$30	Chino	$30		SANBAG	2011
Central	$30	Chino	$30		SANBAG	2013
Mountain	$15	Ontario/Chino	$15		Ontario DIF & SANBAG	9/2012
Euclid - Phase 1 (Widen W/B exit) - Phase 2 (Widen E/B exit) - Phase 3 (Widen E/B & W/B on-ramps)	$6	 Caltrans Ontario Ontario	 $6 $2 $4		Ontario DIF & SANBAG	9/2012
Grove	$51	Ontario	$51		Ontario DIF & SANBAG	9/2012
Vineyard	$51	Ontario	$51		Ontario DIF & SANBAG	9/2012
Archibald	$8	Ontario	$8		Ontario DIF & SANBAG	9/2012
I-10 at:						
Monte Vista	$50	Montclair	$21.9		SANBAG	2013
Euclid	$9	Upland	$9		SANBAG	2011
Grove/4th	$128	Ontario	$128	$2.4 (Demo) $1.425 (IMD)	Ontario	2011
Vineyard	$84	Ontario	$84		SANBAG	2011
Cherry	$77	SANBAG	$80.7	$1.225 (IMD)	SANBAG	2013
Beech	$114	Fontana	$114		Fontana	2011
Citrus	$59	SANBAG	$58.5		SANBAG	2013
Alder	$99	Fontana	$99		Fontana	2011
Cedar	$52	County	$60.4		SANBAG	2013
Riverside (Ph 1 Complete) - Phase 1 (Ramps) - Phase 2 (Bridge)	 $27 $10	 SANBAG Rialto	 $27 $10	 $2.25 (Demo) $2.85 (IMD)	 PPR Rialto	 2011 2009
Pepper - Pepper/Valley - Ramps/Bridge	$55 $10 $45	 Colton/ County	 $8.34 $7.7	Ramps/Bridge: $6.192 (Demo) $0.904 (IMD)	 PAA SANBAG	 2011 2013
Mt. Vernon	$32	Colton	$32		SANBAG	2011
Tippecanoe	$78	SANBAG	$78	$33.9	PPR	2011
Mountain View	$51	Loma Linda	$51		SANBAG	2011
California	$45	Loma Linda	$45		SANBAG	2011
Alabama	$31	County	$41.6		County/10 Yr. Delivery Plan	2013
University	$7	Redlands	$5.2		SANBAG	2013
Wabash	$40	County	$40		County	2013
Live Oak (Complete)	$19	SANBAG	$19		PAA	2011
Wildwood	$35	Yucaipa	$35		Yucaipa	2011

Table 3, Continued
Interchange Improvements and 2013 Costs, Including a Comparison to 2011 Nexus Study Costs

Interchange	2011 Nexus Study Cost ($Millions)	Lead Agency	2013 Nexus Study Cost Update ($Millions)	Federal Earmark/ State Buy-Down ($Millions)	Source of Cost Estimate	Year Estimate Prepared
I-15 at:						
6th/Arrow	$70	Rancho	$91.3		FTIP	2013
Baseline	$40	Rancho	$58.4	$3.6 (Demo) $3.754 (IMD) $0.428 (Bridge) $1.0 (SLPP-C)	SANBAG/ Rancho	2013
Duncan Canyon	$41	Fontana	$35.8	$1.972 (SLPP-C)	Fontana	2013
Sierra - Phase 1 (Widen S/B exit) - Phase 2	$13	Rialto	$13 $2.3 $10.7		Phase 1 – CT/County Phase 2 - Rialto	2011
Ranchero	$78	Hesperia	$60	$3.008 (IMD)	Hesperia	2013
Muscatel	$71	Hesperia	$71		Project DB	2011
Mojave	$50	Hesperia	$50	$1.0 (Demo)	Hesperia	2011
Eucalyptus	$50	Hesperia	$61		FTIP	2013
Bear Valley	$25	Victorville	$25		Victorville	2009
La Mesa/Nisqualli	$78	Victorville	$44		Victorville	2013
I-215 at:						
University	$28	SB City	$28	$0.735 (Demo) $5.0 (STP buy-down)	PSR	2011
Pepper/Linden	$57	SB City	$57		SB City	2009
Palm	$11	SB City	$11		SB City	2009
SR-210 at:						
Waterman	$51	SB City	$51		SB City	2009
Del Rosa	$36	SB City	$36		SB City	2009
Baseline	$9	Highland	$15.6		SANBAG	2013
5th	$8	Highland	$8		Highland	2009

Notes: * Cost estimates are from various sources.
PSR – Project Study Report
PPR – Project Programming Request provided by local jurisdiction or SANBAG
PAA – Project Advancement Agreement
FTIP – Federal Transportation Improvement Program
DIF – Development Impact Fee Program
Ecosys – Estimate incorporated into Ecosys project management tool from SANBAG and local input
No change means no additional information available since 2011 Nexus Study.

Table 6. Railroad Grade Separation Projects on Nexus Study Network

Description	2013 Cost Estimate ($1000s)	Buy Down	Location	Ratio Train Growth to 2030	Ratio Trip Growth to 2030	2013 Cost Allocation To Development ($1000s)
Olive Street in Colton on the San Bernardino Line	$0		Colton	55%	43.6%	$0
Valley Boulevard in Colton on the San Bernardino Line	$0		Colton	55%	43.6%	$0
Laurel Street in Colton (Replaces Valley)	$58,384	($10,334)	Colton	55%	43.6%	$9,418
Fogg Street in Colton (Replaces Olive)	$24,222		Colton	55%	43.6%	$4,748
Widen Mount Vernon Avenue grade separation in Colton on the Alhambra Line	$9,320	($1,600)	Colton	55%	43.6%	$1,513
In Fontana on Citrus Avenue At Santa Fe Railroad, Construct Undercrossing For Existing 4 Lanes	$0		Fontana	55%	32.1%	$0
Main Street in Grand Terrace on the San Bernardino Line	$28,520		Grand Terrace	55%	39.9%	$5,125
In Hesperia on Ranchero Road 7th Avenue To Danbury, Realign Road, Construct Railroad Undercrossing	$31,430	($9,070)	Hesperia	55%	58.9%	$5,929
Mauna Loa/Lemon and BNSF Grade Separation (costs from feasibility study)	$58,163		Hesperia	55%	58.9%	$15,424
Eucalyptus Road in Hesperia on the BNSF Line	$0		Hesperia	55%	58.9%	$0
Beaumont Avenue in Loma Linda on the Yuma Line	$24,147		Loma Linda	55%	38.8%	$4,220
Monte Vista Avenue in Montclair at the UPRR Crossing	$30,776	($3,780)	Montclair	55%	18.9%	$2,300
Widen Central Avenue grade separation in Montclair on the Alhambra and Los Angeles Lines	$0		Montclair	55%	18.9%	$0
Archibald Avenue in Ontario on the Los Angeles Line	$60,231		Ontario	55%	44.4%	$12,030
North Milliken Avenue in Ontario on the Alhambra Line	$56,727	($7,161)	Ontario	55%	44.4%	$9,900
South Milliken Avenue in Ontario on the Los Angeles Line	$83,601	($2,482)	Ontario	55%	44.4%	$16,202
Vineyard Avenue in Ontario on the Alhambra Line	$56,085	($2,074)	Ontario	55%	44.4%	$10,787
Haven Avenue in Rancho Cucamonga at Metrolink Crossing	$24,131		Rancho	55%	28.7%	$3,116
Railroad crossing safety improvements at San Timoteo Road in Redlands on the Yuma Line	$1,925		Redlands	55%	23.1%	$200
Palm Avenue in San Bernardino on the Cajon Line	$26,398	($7,130)	San Bernardino	55%	32.4%	$2,808
Rialto Avenue in San Bernardino on the San Bernardino Line	$25,332		San Bernardino	55%	32.4%	$3,691
Hunts Lane in San Bernardino/Colton on the Yuma Line	$38,338	($9,499)	S. Bern./Colton	55%	38.0%	$4,927
Glen Helen Parkway in San Bernardino County on Cajon Line	$27,027	($2,320)	County	55%	62.2%	$6,915

Table 7. Summary of Fair Share Costs for Arterial, Interchange, and Railroad Grade Crossing Project Costs for Cities (through year 2030)
Costs in $Millions

		2013					
Jurisdiction	Ratio of Trip Growth to 2030 Trips (Fair Share %)	Total Arterial Cost	Development Share of Total Arterial Cost	Public Share of Total Arterial Cost	Development Share Of Interchange Cost	Development Share Of Railroad Grade Separation Cost	Development Share of Total Cost
Adelanto	63.5%	$139.67	$88.69	$50.98	$0.00	$0.00	$88.69
Apple Valley	55.0%	$219.76	$120.96	$98.81	$9.84	$0.00	$130.80
Chino	35.2%	$131.43	$46.21	$85.23	$28.04	$0.00	$74.24
Chino Hills	13.7%	$22.60	$3.10	$19.50	$0.00	$0.00	$3.10
Colton	43.6%	$46.79	$20.38	$26.41	$6.93	$18.14	$45.45
Fontana	32.1%	$363.68	$116.80	$246.88	$148.54	$0.00	$265.35
Grand Terrace	39.9%	$18.51	$7.39	$11.12	$0.00	$5.13	$12.52
Hesperia	58.9%	$238.82	$140.73	$98.08	$112.99	$21.35	$275.07
Highland	46.4%	$129.77	$60.23	$69.54	$13.10	$0.00	$73.33
Loma Linda	38.8%	$80.37	$31.21	$49.16	$29.16	$4.22	$64.59
Montclair	18.9%	$10.00	$1.89	$8.11	$4.71	$2.30	$8.91
Ontario	44.4%	$178.91	$79.41	$99.50	$131.47	$48.92	$259.79
Rancho Cucamonga	28.7%	$86.10	$24.71	$61.40	$62.55	$3.12	$90.38
Redlands	23.1%	$68.32	$15.79	$52.53	$14.03	$0.20	$30.02
Rialto	40.9%	$87.22	$35.64	$51.59	$16.44	$0.00	$52.08
San Bernardino	32.4%	$156.44	$50.66	$105.78	$61.04	$8.96	$120.67
Upland	48.3%	$47.40	$22.89	$24.51	$4.06	$0.00	$26.95
Victorville	49.0%	$57.54	$28.21	$29.32	$40.06	$0.00	$68.27
Yucaipa	30.9%	$128.60	$39.73	$88.87	$24.53	$0.00	$64.26
Total		$2,211.93	$934.62	$1,277.31	$707.51	$112.34	$1,754.46

Table 8. Summary of Fair Share Costs for Arterial, Interchange, and Railroad Grade Crossing Project Costs for Sphere Areas (through 2030)
Costs in $Millions

		2013					
Jurisdiction	Ratio of Trip Growth to 2030 Trips (Fair Share %)	Total Arterial Cost	Development Share of Total Arterial Cost	Public Share of Total Arterial Cost	Development Share Of Interchange Cost	Development Share Of Railroad Grade Separation Cost	Development Share of Total Cost
Adelanto Sphere	63.0%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Apple Valley Sphere	57.2%	$10.95	$6.26	$4.69	$10.82	$0.00	$17.08
Chino Sphere	36.7%	$28.84	$10.57	$18.26	$1.74	$0.00	$12.31
Colton Sphere	37.2%	$6.95	$2.59	$4.37	$0.12	$0.00	$2.71
Devore/Glen Helen	62.2%	$17.69	$11.00	$6.69	$0.00	$6.92	$17.92
Fontana Sphere	41.7%	$57.31	$23.93	$33.39	$40.52	$0.00	$64.45
Hesperia Sphere	41.5%	$28.36	$11.78	$16.58	$4.74	$0.00	$16.52
Loma Linda Sphere	72.3%	$0.00	$0.00	$0.00	$5.94	$0.00	$5.94
Montclair Sphere	36.6%	$11.76	$4.30	$7.45	$3.25	$0.00	$7.56
Redlands Sphere	35.5%	$21.59	$7.67	$13.92	$12.53	$0.00	$20.20
Redlands Donut Hole	62.0%	$1.50	$0.93	$0.57	$19.04	$0.00	$19.97
Rialto Sphere	37.6%	$40.82	$15.37	$25.45	$28.33	$0.00	$43.70
San Bernardino Sphere	23.1%	$13.43	$3.11	$10.32	$5.44	$0.00	$8.54
Upland Sphere	38.7%	$7.15	$2.77	$4.39	$1.28	$0.00	$4.05
Victorville Sphere	17.8%	$21.31	$3.78	$17.53	$0.35	$0.00	$4.14
Yucaipa Sphere	39.5%	$0.88	$0.35	$0.53	$0.00	$0.00	$0.35
Total		$268.54	$104.40	$164.14	$134.10	$6.92	$245.42

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TRANSPORTATION MEASURE I

■ 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: November 6, 2013

Subject: Consultant Selection for Morongo Basin Area Transportation Study

Recommendation:* Receive and file information on the consultant selection for the Morongo Basin Area Transportation Study.

Background: On August 16, 2013, the Mountain Desert Committee approved the release of the Request for Proposals (RFP) for the Morongo Basin Area Transportation Study which the Board of Directors subsequently approved on September 4, 2013.

Based on discussions at the June 21, 2013 Morongo Basin Representative Subarea Meeting following the Mountain Desert Committee Meeting, SANBAG staff developed a scope of work to address some of the issues raised with regards to defining transportation infrastructure needs. The Morongo Basin faces transportation challenges with existing and future traffic growth. Access to and within the basin is important to ensure economic vitality of the entire basin. A basin-wide transportation study will assist in planning and funding for future transportation needs. The approved scope of work is attached.

The scope focuses on evaluation of the existing and future transportation system, identification of projects to address existing and forecast congestion and development of an implementation plan. The results from the study will be used as a basis for future funding allocation recommendations. The study will be overseen by a project Technical Advisory Committee (TAC), consisting of

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1311b-tb

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representatives from the County, City of Twentynine Palms and Town of Yucca Valley. Meetings of the TAC will be held on an as-needed basis. It is anticipated that the study would be completed within 6-8 months.

SANBAG issued an RFP on September 4, 2013 for consultant support in the development of the Morongo Basin Area Transportation Study. The RFP was posted on the SANBAG website, advertisements were placed in several local newspapers and RFP notifications were mailed to vendors registered on SANBAG's procurement website, Planet Bids. On September 25, 2013, the following three firms submitted proposals in response to this RFP (in alphabetical order): Fehr & Peers, Iteris, Inc. and LSA Associates, Inc.

An Evaluation Team reviewed the proposals, which consisted of representatives from the County of San Bernardino and SANBAG. The proposals were evaluated based on criteria contained in the RFP, which included the following elements:

- Qualifications, Related Experience and References
- Proposed Staffing and Project Organization
- Work Plan
- Price

Based on the evaluation of proposals, the Evaluation Team invited Fehr & Peers and Iteris, Inc. to participate in oral interviews. Interviews were evaluated based on consultant team responses to the Evaluation Team questions. Weighting scores from the proposal and interview equally, the ranking of the consultant teams is as follows:

Ranking	Proposer
1	Fehr & Peers
2	Iteris, Inc

Per SANBAG Contracting and Procurement Policy 11000, revised May 1, 2013, the Executive Director will execute a contract with Fehr & Peers as selected by the Evaluation Team.

Financial Impact: This item is consistent with the adopted Fiscal Year 2013/2014 budget.

Reviewed By: This item was reviewed by the Mountain Desert Policy Committee on October 18, 2013.

Responsible Staff: Tim Byrne, Chief of Planning

BRD1311b-tb

Morongo Basin Area Transportation Study (MBATS)
Scope of Work
July 31, 2013

The Morongo Basin faces transportation challenges with existing and future traffic growth. Access to and within the basin is important to ensure economic vitality of the entire basin. A basin-wide transportation study will assist in planning and identification of funding for future transportation needs. The study will be overseen by a technical advisory committee (TAC) consisting of representatives of the County, City of Twentynine Palms and Town of Yucca Valley. Meetings of the TAC will be held on an as-needed basis. One presentation to the SANBAG Mountain/Desert Committee is anticipated to present the results of the study.

1. Existing Conditions Assessment

The existing Morongo Basin transportation setting will be defined in terms of infrastructure and performance. The assessment will define the relationship of the basin to the rest of San Bernardino County and to Riverside County. Activities will include:

- Define roadway/highway system, including functional classifications of major collector and above.
- Define countywide roadway/highway system performance, documenting traffic volume, level of service and accident data. Movements of military traffic will need to be analyzed. A limited number of traffic counts may need to be collected.

2. Develop Refined Transportation Model & Forecasts

A modeling tool will be developed to ensure that reasonable future traffic volumes can be forecast throughout the basin. SBTAM was applied to develop a refined citywide model for the updated Yucca Valley General Plan Circulation Element. Economies of scale could be achieved by expanding this model to the entire basin. Activities will include:

- Review existing and future SBTAM and Yucca Valley citywide model zone structure and networks to recommend adjustments for the Morongo Basin model.
- Review demographic forecasts for the basin and present to study team. Growth forecasts will be developed by transportation analysis zone and reviewed by staff from each jurisdiction. SANBAG will provide an initial dataset of 2012 and 2040 households (single and multi-family dwellings) and 2012 and 2040 employment (retail and non-retail) by SBTAM TAZ. The consultant will need to work with the jurisdictions to refine these growth forecasts based on the MBATS zone system.
- Develop Morongo Basin model and perform base year model validation.
- Document model development.
- Prepare future baseline model forecasts.
- Analyze level of service for the baseline roadway network and identify locations/segments where traffic problems are likely to occur.

3. Identification and Costing of Transportation Projects

Improvement projects will be identified to address the existing and future problem locations identified in Tasks 1 and 2. Projects will be identified in consultation with the cities and County. Planning-level cost estimates will be developed for each project, with logical segments suitable for incorporation into an implementation plan.

4. Analysis of Transportation Projects

Based on the future model run developed in Task 2 and the projects identified in Task 3, evaluate the future transportation network with regard to its ability to satisfy future travel demands. Future network performance will be summarized, identifying any remaining bottlenecks and infrastructure needs. The TAC will assist in refining and finalizing future project needs for the basin.

5. Recommendations and Implementation Plan

Information from the previous tasks will be utilized to generate recommended future infrastructure improvements in the basin. An implementation plan will be developed for the future improvement projects considering implementation timeframe, prioritization and funding mechanisms.

Budget/Schedule

The study is expected to take 6-8 months.

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TRANSPORTATION MEASURE I

■ 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: November 6, 2013

Subject: High Desert Corridor

Recommendation:* Receive an update on the status of project development for the High Desert Corridor.

Background: Updates on the High Desert Corridor (HDC) were last provided to the Mountain/Desert Committee on March 15 and June 21, 2013. The purpose of the March update was to replace the earmark funds originally programmed on the High Desert Corridor, but were programmed and reallocated to Victorville's Green Tree Boulevard Extension Project, which is part of the Yucca Loma Corridor. The SANBAG Board subsequently re-allocated $3,947,535 in Measure I Major Local Highways Program (MLHP) originally designated for Green Tree Boulevard to the High Desert Corridor project development effort. The June report provided a general update on the High Desert Corridor project development effort.

This agenda item highlights recent HDC activities and progress for the period between May 2013 and September 2013. Project development is being managed by the Los Angeles County Metropolitan Transportation Authority (Metro), with work being performed under a contract with Caltrans. An update on the High Desert Corridor is being provided in October to the Metro board by their staff.

The environmental clearance of the 63-mile High Desert Corridor between State Route (SR) 14 in Los Angeles County and SR-18/Bear Valley Road in

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1311c-tb

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311c1-tb.pdf

San Bernardino County is included in Metro's Long Range Transportation Plan (LRTP) and Southern California Association of Governments' (SCAG) Regional Transportation Plan (RTP). A conceptual diagram of the Corridor is provided in Attachment 1. The Project is also part of Metro's Measure R Accelerated Highway Program, from which funding is provided to the Project. The scope of the Project Approval and Environmental Document (PA & ED) work contained in the funding agreement between Metro and Caltrans includes a project report, alternative analyses, technical assessments, modeling, conceptual and preliminary engineering, and a Draft and Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR).

Thirteen partner agencies meet on a periodic basis for the development of the PA & ED. These partner agencies include Metro, Caltrans Districts 7 and 8, High Desert Corridor Joint Powers Authority (JPA), SANBAG, SCAG, Cities of Lancaster, Palmdale, Adelanto, Victorville, Town of Apple Valley, and the Counties of Los Angeles and San Bernardino. Supervisor Robert Lovingood and Victorville Mayor Pro Tem Ryan McEachron sit on the JPA Board for San Bernardino County.

Currently, the project has $30 million in Measure R funds from Metro and $15.5 million in grand-fathered Regional Improvement Program (RIP) funds from Caltrans District 7. The City of Victorville and the High Desert Corridor JPA were granted $16.4 million in Federal Demonstration funds for the environmental clearance work. This includes the $3.9 million in funds that has been provided from the San Bernardino County side from the Measure I Major Local Highway Program (MLHP) to offset the reallocation of a Federal earmark for the High Desert Corridor to Victorville's Green Tree Boulevard Extension Project.

The following items identify the recent activities and progress on the PA & ED for Project:

- In September 2013, Metro and SANBAG completed a Project Funding Agreement, enabling the transfer of $4.4 million from SANBAG to Metro for the environmental phase of the High Desert Corridor.

- In July 2013, Metro and Caltrans hosted a media briefing, two elected official briefings and four public outreach meetings for the HDC project. These outreach efforts were designed to provide a project update and discuss the rail connections at Palmdale Transportation Center and potential Xpress West station in Victorville. The incorporation of rail, bike, and green energy multipurpose components was emphasized. These meetings served as the fourth round of public outreach since the project's inception in 2011. A total of 390 stakeholders participated and provided

verbal and written comments. Stakeholder attendees were generally supportive of the High Desert Corridor project and encouraged Metro and Caltrans to move forward as scheduled. Conistent with previous rounds of public outreach, one meeting in each county was offered via webcast for individuals unable to attend in person.

- Metro and Caltrans plan to conduct High Desert Corridor Variation Workshops in late Fall 2013. These workshops will provide an opportunity for the local community to closely review the four alignment variations currently under consideration and subsequently provide their input.

- There continues to be conceptual and preliminary engineering for a wye rail connection in the City of Palmdale, vehicle access from Palmdale Boulevard to the project's highway alignment, and the bicycle facility extending to the Palmdale Transportation Center.

- Coordination efforts continue with the California High Speed Rail Authority for the wye rail connection in the City of Palmdale and the proposed rail Xpress West station in the City of Victorville.

- Progress has been made on the conceptual and preliminary engineering of the project's alignment north of the rail spur that is adjacent to the Southern California Logistics Airport while minimizing impacts to sensitive cultural sites and access to the Federal Prison in the City of Victorville.

- A request was made by the City of Palmdale to provide for northbound connectivity from Palmdale Boulevard to the High Desert Corridor. In addition, further analysis is being conducted for ramp locations within the City of Palmdale. This analysis will require an additional four months to conduct the work. This delay is reflected in the schedule below.

- Additional analysis on ramp locations will require an additional four months to conduct the work on the traffic study. This additional four month delay is reflected in the schedule below:

    - Rail Alternative Analysis – Fall 2013
    - Technical Studies – Winter 2014
    - Draft PA & ED – Summer 2014
    - Public Hearings – Summer 2014
    - Final PA & ED – Spring 2015

NEXT STEPS

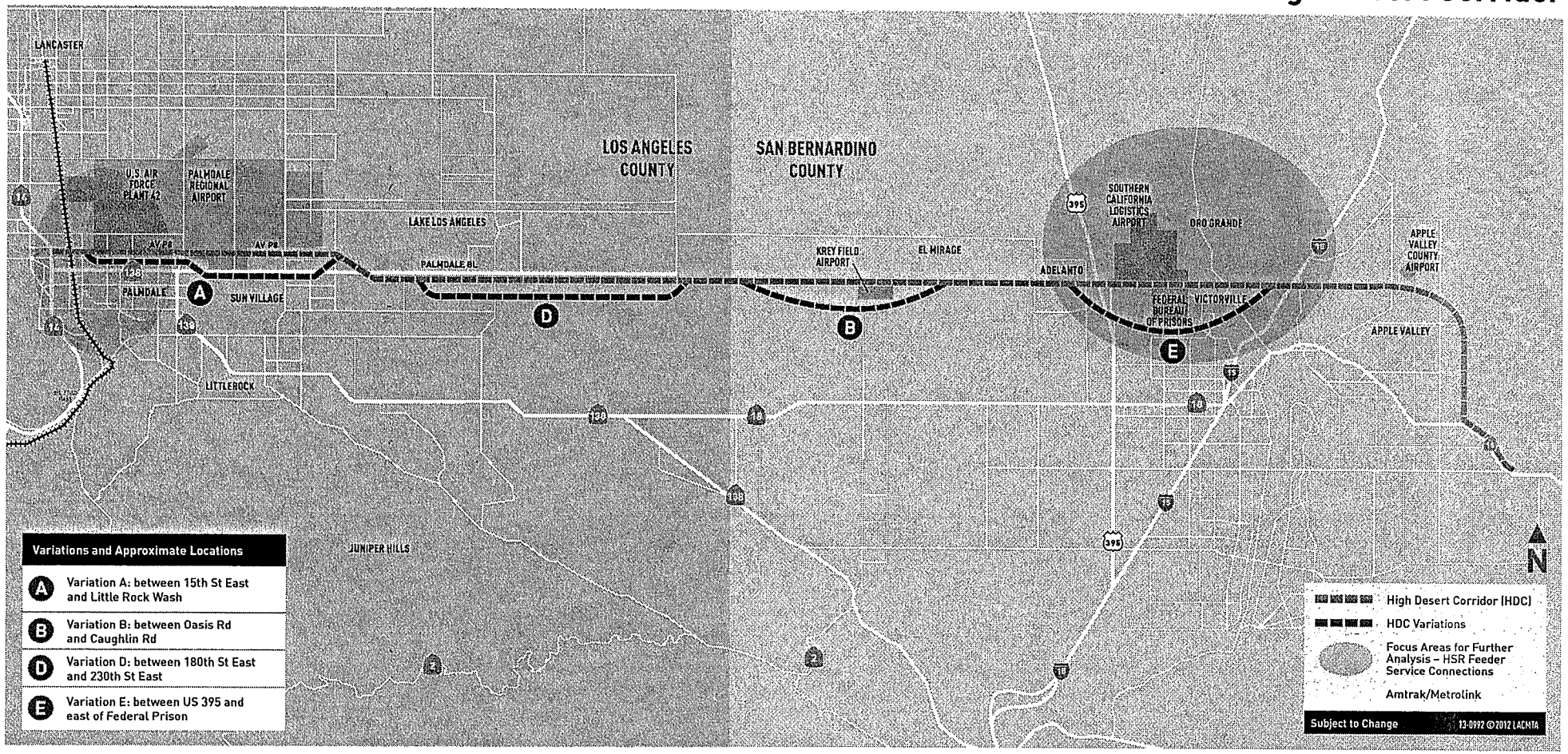
Metro and Caltrans staff will continue working on the environmental clearance for the Project. As work progresses on the Project, staff will provide updates to the Board periodically.

Financial Impact: This item has no impact to the SANBAG Fiscal Year 2013/2014 Budget.

Reviewed By: This item was reviewed by the Mountain Desert Committee on October 18, 2013.

Responsible Staff: Tim Byrne, Chief of Planning

High Desert Corridor



Metro

Caltrans

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: November 6, 2013

Subject: North Vineyard and South Milliken Grade Separation Projects

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

1. Approve Project Funding Agreement No. C14059 in the amount of $585,000 with the City of Ontario for the South Milliken Grade Separation Project Plans, Specifications and Estimate Phase utilizing a Measure I Valley Major Street Bond Fund contribution of $468,000 with the remainder funded by the City of Ontario, and a contract duration through June 30, 2015.

2. Approve Amendment No. 1 to Project Funding Agreement No. C11167 with the City of Ontario for Right-of-Way services for the South Milliken Grade Separation Project to increase the contract by $1,000,000 for a revised contract total of $6,221,000, which includes an increased Measure I Valley Major Street Bond Fund contribution of $800,000 for a total contribution of $4,976,800 with the remainder funded by the City of Ontario, and extend the contract duration through June 30, 2016.

3. Approve Amendment No. 1 to Project Funding Agreement No. C10094 with the City of Ontario for the North Vineyard Grade Separation Project Plans,

*

Approved
Board of Directors

Date: _____

Moved *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1311d-mkb
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/C14059.doc
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/C11167 01.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/C10094 01.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/C11168 01.docx

Specifications and Estimate services to increase the contract by $650,000, for a revised total of $3,695,000, which includes an increased Measure I Valley Major Street Bond Fund contribution of $520,000 for a total contribution of $2,956,000, with the remainder funded by the City of Ontario.

4. Approve Amendment No. 1 to Project Funding Agreement No. C11168 with the City of Ontario for Right-of-Way services for the North Vineyard Grade Separation Project to increase the contract by $240,000, for a revised contract total of $840,000, which includes an increased Measure I Valley Major Street Bond Fund contribution of $192,000, for a total contribution of $672,000, with the remainder funded by the City of Ontario, and extend the contract duration to June 30, 2016.

Background: **Approve one new Agreement and amend three existing Agreements.** Milliken Avenue is a north/south corridor east of the Ontario Airport, between State Route-60 (SR-60) and Interstate-10 (I-10). This project proposes to separate the existing at-grade Union Pacific railroad crossing at the South Milliken Avenue location just north of Mission Boulevard. Similarly, Vineyard Avenue is a north/south corridor running from north of Ontario International Airport to I-10 and is part of the Ontario Foreign Trade Zone No. 50-1. Separating the railroad crossing from Vineyard Avenue which is a key location along the Alameda Corridor East is the subject matter of some of these agreements.

On June 4, 2008, San Bernardino Associated Governments (SANBAG) Board of Directors (Board) approved Cooperative Agreements with the City of Ontario for funding Project Approval and Environmental Document (PA&ED) Services for South Milliken Avenue and Vineyard Avenue projects, Contract Nos. C08192 and C08194, respectively. The agreements provide that SANBAG and the City will share in the funding responsibility with SANBAG contributing eighty percent (80%) and the City of Ontario contributing twenty percent (20%) and the City of Ontario serving as the lead agency.

In June 2010, the Board approved Cooperative Agreement Nos. C10093 (Milliken) and C10094 (Vineyard) for funding of the Plans, Specifications and Estimate (PS&E) phase. In May 2011, the Board approved the South Milliken Agreement No. C11167, and in August 2011, approved the North Vineyard Agreement No. C11168 to fund the right-of-way (ROW) phase of the projects.

Recommendation Nos. 1 and 2: The Funding Agreement C10093, as amended, in the amount of $4,745,000 for the South Milliken Grade Separation PS&E phase expired on June 30, 2013, however, the tasks necessary for this phase have not been completed. The City notified SANBAG of an increase to the project cost and duration and provided backup materials. On this basis, funding Agreement No. C14059 was developed to provide $585,000 of additional funding to

complete the PS&E tasks and establishes a new period of performance retroactive to January 1, 2013, to address the additional work PS&E that was being performed in order to keep the project on schedule.

In addition, South Milliken Project ROW funding is insufficient to complete the ROW phase. Additional funding is required to cover coordination with Southern California Edison (SCE) and revise structural designs to accommodate SCE pole realignment. This effort will serve to minimize ROW acquisition needs and avoid goodwill issues and the associated costs.

Both projects have an increase to the ROW phase due to unplanned right-of-way certification verification. The Milliken and Vineyard Projects do not use off-system, meaning that they are not part of the State Highway System and federal funds. Off-system and non-federalized projects do not require the use of Caltrans ROW format. However, to secure Trade Corridors Improvement Fund (TCIF) and State Local Partnership Program (SLPP) funding, the California Transportation Commission (CTC) recently delegated oversight responsibility to Caltrans for verification of certification completeness prior to funding allocation. This facilitates the review and verification. The Caltrans format was adopted for these programs. The format change delayed delivery of the ROW certificate and increased preparation costs for both projects. Below, the tables show the South Milliken funding summaries for both PS&E and ROW with Nexus Study Local and Public Shares quantified.

Recommendation No. 1 S. Milliken PS&E Funding Summary Task 0876; Agreements C10093 and C14059			
	City 20%	**Measure I 80%**	**Total**
C10093 & C1009301	949,000	3,796,000	4,745,000
C14059	117,000	468,000	585,000
Total	$1,066,000	$4,264,000	$5,330,000

Recommendation No. 2 0876 S. Milliken ROW Funding Summary Task 0876; Agreement C11167			
Amendment	**City 20%**	**Measure I 80%**	**Total**
Base	1,044,200	4,176,800	5,221,000
Amendment 1	200,000	800,000	1,000,000
Total	$1,244,200	$4,976,800	$6,221,000

Recommendations Nos. 3 and 4: On the North Vineyard project, additional PS&E efforts are required to accommodate a second shoofly design for the railroad. Increases to the ROW funding needs are due to the ROW verification discussed above and the added efforts necessary to acquire Los Angeles World Airports (LAWA) right-of-way on the Ontario airport property. Below the tables show the N. Vineyard project funding summaries for both PS&E and ROW with Nexus Study Local and Public Shares quantified.

Recommendation No. 3 N. Vineyard PS&E Funding Summary Task 0877 Contract C10094			
Contract	**City 20%**	**Measure I 80%**	**Total**
Base	609,000	2,436,000	3,045,000
Amendment 1	130,000	520,000	650,000
Total	$739,000	$2,956,000	$3,695,000

Recommendation No. 4 N. Vineyard ROW Funding Summary Task 0877; Contract C11168			
Phase	**City 20%**	**Measure I 80%**	**Total**
Base	120,000	480,000	600,000
Amendment 1	48,000	192,000	240,000
Total	$168,000	$672,000	$840,000

In an effort to finalize the design and right-of-way phases of the South Milliken and North Vineyard Grade Separation projects, staff is requesting approval of all four recommendations of this staff report.

Financial Impact: This item is consistent with the adopted SANBAG Fiscal Year 2013/2014 budget under Task Nos. 0876 and 0877. The funding sources are Measure I Valley Major Street Bond Fund and Local Funds (City).

Reviewed By: This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 10, 2013. SANBAG General Counsel has reviewed this item and the contracts as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1311d-mkb

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14059 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and City of Ontario

Contract Description Complete Plans Specifications and Estimate for S. Milliken Grade Sep Project

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve Agreement to add funding to the South Milliken Grade Separation Project PS&E Phase

Is this a Sole-Source procurement? ☒ **Yes** ☐ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	468,000	**Original Contingency Amount**	$	0.00
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	0	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	468,000	**TOTAL CONTINGENCY VALUE**	$	0.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	468,000

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
11/7/2013	6/30/2015	

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Contract extended to include additional Right of Way Support for SCE Easements

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0876.
| A Budget Amendment is required.

How are we funding current FY? : Measure I Valley Major Street Bond Fund

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* Measure I Valley Major Street Bond Fund. Does not include City contribution of 20%. See Previous Agreement No. C14059.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Mary Brown Project Manager (Print Name)	Mary Brown Signature	9/12/13 Date
For Garry Cohoe Task Manager (Print Name)	Signature	9/17/13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Andrea Zureick Signature	9/18/13 Date
Jeffery Hill Contract Administrator (Print Name)	Signature	9/20/13 Date
W. Stawarski Chief Financial Officer (Print Name)	Signature	9/27/13 Date

C10093 o2 CSS

PROJECT FUNDING AGREEMENT NO. C14059

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

FOR

PLANS, SPECIFICATIONS & ESTIMATES SERVICES FOR THE SOUTH MILLIKEN AVENUE AND UNION PACIFIC RAILROAD GRADE SEPARATION PROJECT

This AGREEMENT (hereinafter referred to as "AGREEMENT") is made and entered into by and between the San Bernardino County Transportation Authority (referred to hereafter as "SANBAG"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and City of Ontario (hereinafter referred to as "CITY"), whose address is 303 East B Street, Ontario CA 91764. SANBAG and CITY are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, the Measure I 2010-2040 Expenditure Plan, the SANBAG Nexus Study, and planning conducted by the Valley subarea identified freeway interchange, major street, and rail-highway grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, the South Milliken Avenue and Union Pacific Railroad Los Angeles Line Grade Separation Project, in the City of Ontario (hereinafter referred to as "PROJECT") is identified in the Measure I 2010-2040 Expenditure Plan, is included in the SANBAG Nexus Study, and will be carried out in accordance with the policies of the Measure I 2010-2040 Strategic Plan; and

WHEREAS, CITY is the lead agency for the PS&E Phase of the PROJECT; and

WHEREAS, SANBAG and CITY, previously executed Project Funding Agreement No. C10093 (C10093), dated June 2, 2010, amended in February 2013, and expired June 30, 2013, to jointly fund the Plans, Specifications and Estimates (PS&E) Services for the Project; and

WHEREAS, most but not all of the PS&E Services for the Project were completed, invoiced and reimbursed pursuant to C10093 and its amendment prior to its expiration,

but the final bid documents were not prepared due to the necessity of additional PS&E work identified by CITY; and

WHEREAS, CITY has identified $585,000 of additional PS&E costs due to additional necessary PS&E services associated with obtaining the California Transportation Commission Right of Way Certificate and design impacts due to Southern California Edison easement requirements; and

WHEREAS, in order to complete the PS&E Services as described in C10093 and to perform additional necessary PS&E Services, the Parties desire to enter into this AGREEMENT; and

WHEREAS, Parties are entering into this Agreement with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures with Measure I 2010-2040 funds for PS&E costs not previously reimbursed under C10093.

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

SECTION I

SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A, PS&E Services Detail, and as governed by the policies in the Measure I 2010-2040 Strategic Plan. Said reimbursement amount shall not exceed $468,000, which represents 80% of estimated costs for the PROJECT as stated in Attachment B, Summary of Project Costs. Amendments to this reimbursement amount may be made by mutual agreement between SANBAG and CITY.

2. To reimburse CITY, subject to Article 1 of this Section I, on a monthly basis and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information.

3. To rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws when conducting an audit of the costs claimed under the provisions of this Agreement. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study, will be eligible for Measure I reimbursement.

2. To abide by all SANBAG, State and, if applicable, Federal policies, regulations, and procedures pertaining to the PROJECT, including policies pertaining to the PROJECT in the Measure I 2010-2040 Strategic Plan.

3. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses according to the requirements specified in Attachment A. CITY further agrees and understands that SANBAG will not reimburse CITY for any PROJECT expenditures that are not described in the PROJECT-specific work activities.

4. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse undisputed moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.

5. That the 20% share of funding for which CITY is responsible will come from CITY's development impact fees or other source of development contribution as required by the Development Mitigation Nexus Study (Appendix K of the SANBAG Congestion Management Program – CMP) and Appendix J of the CMP or from a loan of funds to the CITY's development impact fee account.

6. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.

7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation (based on an approved indirect cost allocation plan), and other allowable expenditures by CITY.

8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.

9. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

10. To include SANBAG in Project Development Team (PDT) meetings and related communications on project progress and to provide at least quarterly schedule updates to SANBAG.

11. To post signs when PROJECT begins construction on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and CITY of Ontario.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed 80% of eligible expenditures as listed in Attachment A and Attachment B.

2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.

3. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees

from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of negligence or willful acts or omissions done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

4. Neither CITY 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 SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully, defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of negligence or willful acts or omissions done by SANBAG under or in connection with any work, authority or jurisdiction delegated to City under this Agreement.

5. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness as are now outstanding or as may hereafter be issued by SANBAG.

6. This Agreement shall terminate on the earlier of June 30, 2015, or upon reimbursement of all eligible costs by SANBAG, unless otherwise terminated pursuant to this Agreement or extended by mutual written consent of SANBAG and CITY.

7. That the terms of this Agreement represent the consent of the CITY to provide the full development share for the PROJECT required by the SANBAG Nexus Study and that failure to contribute the development share according to the terms of this agreement does not obligate SANBAG to provide supplemental funds or otherwise remedy that failure. SANBAG may terminate or modify this agreement if the CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.

8. The Recitals are incorporated into and made a part of this AGREEMENT.

9. Attachment A and Attachment B are incorporated into this AGREEMENT by this reference.

10. The Effective Date of this AGREEMENT is January 1, 2013.

SIGNATURES ON FOLLOWING PAGE:

IN WITNESS WHEREOF, this AGREEMENT has been executed by the Parties on the dates below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
W.E. Jahn
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

Date: _____

CITY OF ONTARIO

By: _____
Chris Hughes
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
John Brown
City Attorney

Date: _____

CONCURRENCE BY:

By: _____
Jeffery Hill
Contract Administrator

Attachment A

Agreeement No. C14059
South Milliken Avenue Grade Separation
Plans, Specifications and Estimates Services Detail

PS&E Services:
Preparation of Plans, Specifications and Estimates for the rail-highway grade separation at S. Milliken Avenue and the Union Pacific Railroad Los Angeles Line in the City of Ontario.

Additional PS&E Services:
Additional PS&E services were necessary to address the Caltrans Right of Way Certification requirement and coordination with Southern California Edison (SCE). City staff and their Consultant team worked closely with SCE staff to develop an alternate transmission relocation design which would eliminate impactful easements on private property.

The following lists the additional PS&E services that increase the PS&E costs.

1. Additional coordination and duration extension of PS&E contract. Additional design coordination for Caltrans Right of Way Certification, additional meetings and exhibits to finalize the Union Pacific Railroad Construction and Maintenance Agreement, and preparation of legal descriptions and plats for SCE Easements on private property.
2. Additional design effort to coordinate with SCE engineers on the transmission pole relocation design, re-design the plans to accommodate the SCE transmission poles within the sidewalk/parkway area of the newly elevated Milliken Avenue, and preparation of additional legal descriptions and plats for revised SCE Easements on private property
3. Additional plan check and constructability review services as a result of supplementary PS&E submittals.

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 11167 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and City of Ontario

Contract Description Right of Way for South Milliken Grade Separation Project

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve amendment 1 to add funding to the South Milliken Grade Separation Project ROW Phase

Is this a Sole-Source procurement? ☒ **Yes** ☐ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	4,176,800	**Original Contingency Amount**	$	0.00
Revised Contract Amount *Inclusive of prior amendments*	$	4,176,800	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	800,000	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	4,976,800	**TOTAL CONTINGENCY VALUE**	$	0.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	4,976,800

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
7/5/2011	6/30/2014	6/30/2016

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Contract extended to include additional Right of Way Requirements and Easements for SCE

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 0876.
☒ A Budget Amendment is required.
How are we funding current FY? : Measure I Valley Major Street Bond Fund

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* Measure I Valley Major Street Bond Fund. Does not include City contribution of 20%.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Mary Brown Project Manager (Print Name)	Mary Brown Signature	8/20/13 Date
Gary Cohoe Task Manager (Print Name)	Gary Cohoe Signature	9-4-13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Andrea Zureick Signature	9/4/13 Date
Jeffery Hill Contract Administrator (Print Name)	Jeffery Hill Signature	9/5/13 Date
W. STAWARSKI Chief Financial Officer (Print Name)	W. Stawarski Signature	9/18/13 Date

C11167 01 CSS

Attachment B

South Milliken Avenue Grade Separation Plans, Specifications and Estimates Services Summary of Project Costs for Project Funding Agreement C14059

	City 20%	Measure I 80%	Total
C14059	$117,000	$468,000	$585,000

AMENDMENT NO. 1 TO

CONTRACT NO. C11167

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

FOR

RIGHT OF WAY SERVICES FOR THE SOUTH MILLIKEN AVENUE AND UNION PACIFIC RAILROAD GRADE SEPARATION PROJECT

This AMENDMENT No. 1 to Project Funding Agreement No. C11167 (hereinafter referred to as "AGREEMENT") is made by and between the San Bernardino County Transportation Authority (referred to hereafter as "AUTHORITY"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and City of Ontario (hereinafter referred to as "CITY"), whose address is 303 East B Street, Ontario CA 91764. AUTHORITY and CITY are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, AUTHORITY and CITY, previously executed Project Funding Agreement No. C11167, dated July 5, 2011, to jointly fund the Right of Way (ROW) Services for the South Milliken Avenue and Union Pacific Railroad Los Angeles Line Grade Separation Project in the City of Ontario (hereinafter referred to as "PROJECT"); and

WHEREAS, the estimated cost of PROJECT has increased by $1,000,000 due to additional ROW appraisal services for Southern California Edison and Union Pacific Railroad properties associated with obtaining the California Transportation Commission Right of Way Certificate and Union Pacific Railroad and Southern California Edison required easements; and

WHEREAS, AUTHORITY's share of the cost of the PROJECT is 80% per the provisions of AGREEMENT, which would result in an increase in AUTHORITY's share by $800,000 and result in a total AUTHORITY contribution of $4,976,800; and

WHEREAS, Section I, Article I of the AGREEMENT specifies that AUTHORITY's share of the cost of the PROJECT shall not exceed $4,176,800 unless AUTHORITY and CITY execute an amendment to the AGREEMENT; and

WHEREAS, AUTHORITY and CITY desire to amend the AGREEMENT by this AMENDMENT No. 1 to include the additional ROW services needed for the PROJECT, as identified in Attachment A.1 to the AMENDMENT No. 1.

NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:

1. SECTION 1, Article 1 is deleted and replaced the following:

   "To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A and Attachment A.1 to this Agreement and as governed by the policies in the Measure I 2010-2040 Strategic Plan. Said reimbursement amount shall not exceed Four Million Nine Hundred Seventy-Six Thousand Eight Hundred Dollars ($4,976,800), which represents 80% of the revised estimated cost for the PROJECT ROW Work as stated in Attachment B.1. This reimbursement amount may be amended by mutual written amendment of this Agreement between AUTHORITY and CITY."

2. Delete the first sentence of SECTION II, Article 2 and replace with the following:

   "Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities,, as set forth in Attachment A and Attachment A.1, which are for transportation purposes that conform to the SANBAG Nexus Study, will be eligible for Measure I reimbursement."

3. Delete SECTION II, Article 4 and replace with the following:

   "To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses and specific activities described in Attachment A and Attachment A.1. CITY further agrees and understands that AUTHORITY will not reimburse CITY for any PROJECT expenditures that are not included in the PROJECT-specific ROW Work described in Attachment A and Attachment A.1."

4. Delete SECTION II, Article 6 and replace with the following:

   "That the 20% share of funding as stated in Attachment B.1 for which CITY is responsible will come from CITY's development impact fees or other source of development contribution as required by the Development Mitigation Nexus Study (Appendix K of the SANBAG Congestion Management Program–CMP) and Appendix J of the CMP or from a loan of funds to the CITY's development impact fee account."

5. Delete SECTION III, Article 1 and replace with the following:

"AUTHORITY's financial responsibility shall not exceed Four Million Nine Hundred Seventy-Six Thousand Eight Hundred Dollars ($4,976,800), which is 80% of eligible expenditures as listed in Attachment B.1."

6. Delete the SECTION III, Article 5 and replace with the following:

   "This Agreement shall terminate on the earlier of June 30, 2016, or upon reimbursement of all eligible costs by AUTHORITY, unless otherwise terminated pursuant to this Agreement or extended by mutual written consent of AUTHORITY and CITY.

7. Attachment A.1 is attached to and incorporated into this AMENDMENT No. 1.

8. Delete Attachment B and replace with Attachment B.1, attached to and incorporated into this AMENDMENT No. 1.

9. Except as amended by this AMENDMENT No. 1, all other provisions of AGREEMENT shall remain in full force and effect.

10. The AGREEMENT is incorporated into this AMENDMENT No. 1.

11. The Recitals to this AMENDMENT No. 1 are incorporated into this AMENDMENT No. 1.

12. The Effective Date of this AMENDMENT No. 1 to AGREEMENT is the date is it approved and signed by both AUTHORITY and CITY.

IN WITNESS WHEREOF, this AMENDMENT No. 1 has been executed by the Parties hereto and is effective on the date signed by AUTHORITY.

SIGNATURES ON FOLLOWING PAGE:

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
W.E. Jahn
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

Date: _____

CONCURRENCE BY:

By: _____
Jeffery Hill
Contract Administrator

CITY OF ONTARIO

By: _____
Chris Hughes
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
John Brown
City Attorney

Date: _____

Attachment A.1 (Amendment No. 1)
South Milliken Avenue Grade Separation
Right of Way Services
Amendment Detail

Proposed Project Work:

Right of Way services for the rail-highway grade separation at S. Milliken Avenue and the Union Pacific Railroad Los Angeles Line in the City of Ontario as more fully described in Agreement Attachment A.

Additional ROW Services:

Additional services were necessary to address the Caltrans Right of Way Certification requirement, obtaining Southern California Edison (SCE) easements, and additional attorney fees and litigation costs. City staff and their Consultant team worked closely with SCE staff to develop an alternate transmission relocation design which would eliminate impactful easements on private property.

The following list the additional ROW services increasing the cost by $1,000,000

1. Additional acquisition and eminent domain support. **$ 46,300**
2. Additional coordination for Caltrans Right of Way Certification, additional meetings with City, AUTHORITY and Caltrans staff, and preparation of Right of Way Certification binders **$ 27,700**
3. Acquisition, negotiations, project management, title clearance services, escrow coordination and eminent domain support for the acquisition of SCE utility easement requirements. **$ 58,995**
4. Acquisition, negotiations, project management, title clearance services, escrow coordination and eminent domain support for the acquisition of revised SCE utility easement requirements. **$ 100,000**
5. Additional attorney fees and litigation costs. Seven (7) properties remain outstanding with three (3) of these anticipated to go to trial. **$ 765,000**

Summary of Project Schedule (Estimate):

Begin PS&E July 5, 2011

End PS&E Phase: (June 30, 2016)

Attachment B.1 (Amendment No. 1)
South Milliken Avenue Grade Separation
Right of Way Services
Summary of Project Costs

Right of Way Services		$5,221,000.00
Amendment No. 1		$1,000,000.00
Total ROW Services		$6,221,000.00
AUTHORITY Share		$4,176,800.00
Amendment No. 1		$ 800,000.00
Total AUTHORITY Share	(80%)	$4,976,800.00
City of Ontario Share		$1,044,200.00
Amendment No. 1		$ 200,000.00
Total City of Ontario Share (20%)		$1,244,200.00

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 10094 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and City of Ontario

Contract Description Plans, Specifications and Estimates for North Vineyard Grade Separation Project

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve amendment 1 to add funding to the North Vineyard Grade Separation Project PS&E Phase

Is this a Sole-Source procurement? ☒ Yes ☐ No

CONTRACT OVERVIEW

Original Contract Amount	$	2,436,000	**Original Contingency Amount**	$	0.00
Revised Contract Amount *Inclusive of prior amendments*	$	2,436,000	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	520,000	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	2,956,000	**TOTAL CONTINGENCY VALUE**	$	0.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	2,956,000

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
6/2/2010	6/02/2015	

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Contract extended to include additional Right of Way Requirements and Easements for SCE and LAWA

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0877.
A Budget Amendment is required.
How are we funding current FY? : Measure I Valley Major Street Bond Fund

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* Measure I Valley Major Street Bond Funds. Does not include City contribution of 20%.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Mary Brown Project Manager (Print Name)	Mary Brown Signature	9/5/13 Date
Mike Bannum for Garry Cohoe Task Manager (Print Name)	Signature	9/17/13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Andrea Zureick Signature	9/18/13 Date
Jeffery Hill Contract Administrator (Print Name)	Signature	9/20/13 Date
W Stawarski Chief Financial Officer (Print Name)	Signature	9/22/13 Date

C10094 01 CSS

AMENDMENT NO. 1 TO

CONTRACT NO. C10094

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

FOR

PLANS, SPECIFICATIONS & ESTIMATES SERVICES FOR THE NORTH VINEYARD AVENUE AND UNION PACIFIC RAILROAD GRADE SEPARATION PROJECT

This AMENDMENT No. 1 to Project Funding Agreement No. C10094 (hereinafter referred to as "AGREEMENT") is made by and between the San Bernardino County Transportation Authority (referred to hereafter as "SANBAG"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and City of Ontario (hereinafter referred to as "CITY"), whose address is 303 East B Street, Ontario CA 91764. SANBAG and CITY are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, SANBAG and CITY, previously executed Project Funding Agreement No. C10094, dated June 2, 2010, to jointly fund the Plans, Specifications and Estimates (PS&E) Services for the N. Vineyard Avenue and Union Pacific Railroad Alhambra Line Grade Separation Project, in the City of Ontario (hereinafter referred to as "PROJECT"); and

WHEREAS, the estimated cost of PROJECT has increased by $650,000 due to additional necessary PS&E services associated with obtaining the California Transportation Commission Right of Way Certificate and design impacts due to Southern California Edison easement requirements; and

WHEREAS, SANBAG's share of the cost of the PROJECT is 80% per the provisions of AGREEMENT, which would result in an increase in SANBAG's share by $520,000 and result in a total SANBAG contribution of $2,956,000; and

WHEREAS, Section I, Article I of the AGREEMENT specifies that SANBAG's share of the cost of the PROJECT shall not exceed $2,956,000 unless SANBAG and CITY execute an amendment to the AGREEMENT; and

WHEREAS, SANBAG and CITY desire to amend the AGREEMENT by this AMENDMENT No. 1 to include the additional PS&E services needed for the PROJECT, as identified in Attachment A-1 to the AMENDMENT No. 1.

NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:

1. SECTION I, Article 1 of the AGREEMENT is deleted and replaced with the following:

   "To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A.1 to this Agreement as as governed by the policies in the Measure I 2010-2040 Strategic Plan. Said reimbursement amount shall not exceed $2,956,000, which represents 80% of the revised estimated costs for the PROJECT as stated in Attachment B—Summary of Project Costs."

2. The first sentence of SECTION II, Article 1 of the AGREEMENT is deleted and replaced with the following:

   "Subject to Article I of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A.1 to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study, will be eligible for Measure I reimbursement."

3. The first sentence of SECTION II, Article 3 of the AGREEMENT is deleted and replaced with the following:

   "To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses according to the requirements specified in Attachment A.1."

4. SECTION III, Article 1 of the AGREEMENT is deleted and replaced with the following:

   "SANBAG's financial responsibility shall not exceed 80% of eligible expenditures as listed in Attachment A.1 and Attachment B."

5. The first sentence of SECTION III, Article 5 of the AGREEMENT is deleted and replaced with the following:

   "This Agreement shall terminate on the earlier to occur of June 2, 2015, or upon reimbursement of all eligible costs by SANBAG, unless otherwise terminated pursuant to this Agreement or extended by mutual written consent of SANBAG and CITY."

6. Attachment A to the AGREEMENT is deleted and replaced with Attachment A.1. Attachment A.1 and Attachment B, are attached to and incorporated into this AMENDMENT No. 1.

7. Except as amended by this AMENDMENT No. 1, all other provisions of AGREEMENT shall remain in full force and effect.

8. The AGREEMENT is incorporated into this AMENDMENT No. 1.

9. The Recitals to this AMENDMENT No. 1 are incorporated into this AMENDMENT No. 1.

10. The Effective Date of this AMENDMENT No. 1 is the date is it approved and signed by SANBAG.

IN WITNESS WHEREOF, this Amendment No. 1 has been executed by the Parties on the dates below.

SIGNATURES ON FOLLOWING PAGE:

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
W.E. Jahn
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

Date: _____

CONCURRENCE BY:

By: _____
Jeffery Hill
Contract Administrator

CITY OF ONTARIO

By: _____
Chris Hughes
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
John Brown
City Attorney

Date: _____

Attachment A.1 (Amendment No. 1)
North Vineyard Avenue Grade Separation
Plans, Specifications and Estimates Services
Amendment Detail

Proposed Project Work:
Preparation of Plans, Specifications and Estimates for the rail-highway grade separation at N. Vineyard Avenue and the Union Pacific Railroad Alhambra Line in the City of Ontario. Original PS&E services cost: **$3,045,000**

Additional PS&E Services:
The following additional PS&E services are necessary to address various design changes and the Caltrans Right of Way Certification requirement increasing costs by a total of: **$650,000**

1. Various Design Changes: **$381,314**
   a. Additional design work to modify the bridge design from a 4-span structure to a 2-span structure.
   b. Additional design work to eliminate the Union Pacific Railroad universal crossovers.
   c. Design of a new overhead sign structure.
   d. Regulatory Permitting to process permit applications under 33 U.S.C. 408 and Sections 401 and 404 of the Clean Water Act and the California Fish and Game Code Section 1600 et seq.
   e. Preparation of additional legal descriptions and plats.
2. Modification of railroad plans from a double shoofly to a single shoofly. **$ 80,430**
3. Additional design coordination for Caltrans Right of Way Certification and preparation of building demolition plans on LAWA property. **$137,685**
4. Additional plan check and constructability review services as a result of supplementary PS&E submittals. **$ 46,742**

Summary of Project Schedule (Estimate):

Begin PS&E Phase: June 2, 2010

End PS&E Phase: (June 2, 2015)

Attachment B (Amendment No. 1)
North Vineyard Avenue Grade Separation
Plans, Specifications and Estimates Services
Summary of Project Costs

PS&E Services	$3,045,000.00
Amendment No. 1 PS&E Services	$ 650,000.00
Total PS&E Services	$3,695,000.00
SANBAG Share	$2,436,000.00
Amendment No. 1 Share	$ 520,000.00
Total SANBAG Share (80%)	$2,956,000.00
City of Ontario Share	$ 609,000.00
Amendment No. 1 Share	$ 130,000.00
Total City of Ontario Share (20%)	$ 739,000.00

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 11168 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and City of Ontario

Contract Description Right of Way for North Vineyard Grade Separation Project

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve amendment 1 to add funding to the North Vineyard Grade Separation Project Right of Way Services

Is this a Sole-Source procurement? ☒ Yes ☐ No

CONTRACT OVERVIEW

Original Contract Amount	$	480,000	**Original Contingency Amount**	$	0.00
Revised Contract Amount *Inclusive of prior amendments*	$	480,000	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	192,000	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	672,000	**TOTAL CONTINGENCY VALUE**	$	0.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	672,000

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
8/3/2011	6/30/2014	6/30/2016

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Contract extended to include additional Right of Way Requirements and Easements for UPRR and LAWA

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 0876.
☒ A Budget Amendment is required.
How are we funding current FY? : Measure I Valley Major Street Bond Fund

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* Measure I Valley Major Street Bond Fund. Does not include City contributon of 20%.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Mary Brown Project Manager (Print Name)	Mary Brown Signature	8/20/13 Date
Garry Cohoe Task Manager (Print Name)	Garry Cohoe Signature	8·22·13 Date
Andrea Turcick Dir. of Fund Admin. & Programming (Print Name)	Andrea Turcick Signature	9-4-13 Date
Jeffery Hill Contract Administrator (Print Name)	Jeffery Hill Signature	9/5/13 Date
W. Stewart Chief Financial Officer (Print Name)	W. Stewart Signature	9/6/13 Date

C11168 01 CSS

AMENDMENT NO. 1 TO

CONTRACT NO. C11168

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

FOR

RIGHT OF WAY SERVICES FOR THE NORTH VINEYARD AVENUE AND UNION PACIFIC RAILROAD GRADE SEPARATION PROJECT

This AMENDMENT No. 1 to Project Funding Agreement No. C11168 (hereinafter referred to as "AGREEMENT") is made by and between the San Bernardino County Transportation Authority (referred to hereafter as "AUTHORITY"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and City of Ontario (hereinafter referred to as "CITY"), whose address is 303 East B Street, Ontario CA 91764. AUTHORITY and CITY are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, AUTHORITY and CITY previously executed Project Funding Agreement No. C11168, dated August 3, 2011, to jointly fund the Right of Way (ROW) Services for the N. Vineyard Avenue and Union Pacific Railroad Alhambra Line Grade Separation Project (hereinafter referred to as "PROJECT"); and

WHEREAS, the estimated cost of PROJECT has increased by $240,000 due to additional ROW appraisal services for Southern California Edison and Union Pacific Railroad properties associated with obtaining the California Transportation Commission Right of Way Certificate and Union Pacific Railroad and Southern California Edison required easements; and

WHEREAS, AUTHORITY's share of the cost of the PROJECT is 80% per the provisions of AGREEMENT, which would result in an increase in AUTHORITY's share by $192,000 and result in a total AUTHORITY contribution of $672,000; and

WHEREAS, Section I, Article I of the AGREEMENT specifies that AUTHORITY's share of the cost of the PROJECT shall not exceed $672,000 unless AUTHORITY and CITY execute an amendment to the AGREEMENT; and

WHEREAS, AUTHORITY and CITY desire to amend the AGREEMENT by this AMENDMENT No. 1 to include the additional ROW services needed for the PROJECT, as identified in Attachment A-1 to the AMENDMENT No. 1.

NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:

1. Delete SECTION I, Article 1 and replace with the following:

   "To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A and Attachment A.1 and as governed by the policies in the Measure I 2010-2040 Strategic Plan. Said reimbursement amount shall not exceed Six Hundred Seventy-Two Thousand Dollars ($672,000) which represents 80% of the revised estimated costs for the PROJECT ROW Work as stated in Attachment B.1."

2. Delete the first sentence in SECTION II, Article 2 and replace with the following:

   "Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A and Attachment A.1, which are for transportation purposes that conform to the SANBAG Nexus Study, will be eligible for Measure I reimbursement."

3. Delete SECTION II, Article 4 and replace with the following:

   "To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses and specific activities described in Attachment A and Attachment A.1. CITY further agrees and understands that AUTHORITY will not reimburse CITY for any PROJECT expenditures that are not included in the PROJECT-specific ROW Work described in Attachment A and Attachment A.1.

4. Delete SECTION II, Article 6 and replace with the following:

   "That the 20% share of funding as stated in Attachment B.1 for which CITY is responsible will come from CITY's development impact fees or other source of development contribution as required by the Development Mitigation Nexus Study (Appendix K of the SANBAG Congestion Management Program—CMP) and Appendix J of the CMP or from a loan of funds to the CITY's development impact fee account."

5. Delete SECTION III, Article 2 and replace with the following:

   "AUTHORITY's financial responsibility shall not exceed Six Hundred Seventy-Two Thousand Dollars ($672,000) which is 80% of eligible expenditures as listed in Attachment B.1."

6. Delete SECTION III, Article 6 and replace with the following:

"This AGREEMENT shall terminate on the earlier of June 30, 2016, or upon reimbursement of all eligible costs by AUTHORITY, unless otherwise terminated pursuant to this AGREEMENT or extended by mutual written consent of AUTHORITY and CITY."

7. Attachment A.1 is attached to and incorporated into this AMENDMENT No. 1.

8. Delete Attachment B and replace with Attachment B.1, attached to and incorporated into this AMENDMENT No. 1.

9. Except as amended by this AMENDMENT No. 1, all other provisions of AGREEMENT shall remain in full force and effect.

10. The AGREEMENT is incorporated into this AMENDMENT No. 1.

11. The Recitals to this AMENDMENT No. 1 are incorporated into this AMENDMENT No. 1.

12. The Effective Date of this AMENDMENT No. 1 to AGREEMENT is the date is it approved and signed by AUTHORITY.

IN WITNESS WHEREOF, this Amendment No. 1 has been executed by the Parties hereto and is effective on the date signed by AUTHORITY.

SIGNATURES ON FOLLOWING PAGE:

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
W.E. Jahn
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

Date: _____

CONCURRENCE BY:

By: _____
Jeffery Hill
Contract Administrator

CITY OF ONTARIO

By: _____
Chris Hughes
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
John Brown
City Attorney

Date: _____

Attachment A.1 (Amendment No. 1)
North Vineyard Avenue Grade Separation
Right of Way Services
Amendment Detail

Proposed Project Work:
Right of Way services for the rail-highway grade separation at N. Vineyard Avenue and the Union Pacific Railroad Alhambra Line in the City of Ontario as more fully described in Agreement Attachment A.

Additional ROW Services:
Additional services are necessary to address the Caltrans Right of Way Certification requirement and additional attorney fees and litigation costs.

The following lists additional ROW services estimated increased costs of: $240,000

1. Additional acquisition fees for various City utility easements along Union Pacific Railroad right of way. **$ 50,000**

2. Additional attorney's fees and litigation costs. Two (2) properties remain outstanding with one (1) of these anticipated to go to trial. **$190,000**

Summary of Project Schedule (Estimate):

Begin PS&E August 3, 2011

End PS&E Phase: (June 30, 2016)

Attachment B.1 (Amendment No. 1)
North Vineyard Avenue Grade Separation
Right of Way Services
Summary of Project Costs

Right of Way Services	$600,000.00
Amendment No. 1	$240,000.00
Total ROW Services	$840,000.00
AUTHORITY Share	$480,000.00
Amendment No. 1	$192,000.00
Total AUTHORITY Share (80%)	$672,000.00
City of Ontario Share	$120,000.00
Amendment No. 1	$ 48,000.00
Total City of Ontario Share (20%)	$168,000.00

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: November 6, 2013

Subject: Interstate 10 (I-10)/Tippecanoe Phase 2 Interchange Right-of-Way

Recommendation:* That the Board acting in its capacity as the San Bernardino County Transportation Authority approve Amendment No. 4 to Cooperative Agreement No. C10123 with Caltrans for the I-10/Tippecanoe Avenue Interchange right-of-way, increasing the right-of-way support costs by $500,000 with Surface Transportation Improvement Program/Interregional Improvement Program (STIP/IIP) funds, and correcting minor discrepancies between the funding amounts shown in the agreement and in the Federal Transportation Improvement Program, for a net increase of $240,005, for a total right-of-way and right-of-way support cost of $35,140,005.

Background: **This is an amendment to an existing agreement.** In December 2009, the Board approved Cooperative Agreement No. C10123 which provided that California Department of Transportation (Caltrans) perform right-of-way acquisition services and acquire property in the name of the State. The original agreement defined the terms and conditions to improve the Interstate 10 (I-10)/Tippecanoe interchange. The total right-of-way capital and support costs were estimated at $33,700,200.

Amendment No. 1 to Cooperative Agreement No. C10123 was approved in December, 2010. This amendment revised the funding plan and required that

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1311a-bmf

Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C10123-4.docx

SANBAG be responsible for any support cost increase provided that Caltrans obtains SANBAG's written consent before additional support costs are incurred.

Amendment No. 2 to Cooperative Agreement No. C10123 was approved in March 2011. This amendment corrected some of the funding variances which stemmed from the difference between programmed amounts and apportioned amounts for certain federal funds. In addition, a $250,000 federal fund contribution for right-of-way support was eliminated and replaced by $235,000 of local Measure I funds. The net effect did not change the total right-of-way capital and support costs.

Amendment No. 3 to Cooperative Agreement No. C10123 was approved in October 2011, to split the project right-of-way components into two separate independent project phases. During the course of finalizing the design, utility conflicts were identified and relocation costs were shown to have increased by $1,200,000, creating a shortfall in the right-of-way phase. The budget was increased by $2,690,000 in the form of Measure I funds to fund these utility conflicts and to cover federal Section 330 and Projects of National and Regional funds which were moved from right-of-way to construction. The total right-of-way capital and support costs increased to $34,900,000.

This Amendment No. 4 to Cooperative Agreement No. C10123 is requested by Caltrans to add $500,000 of State Transportation Improvement Program/Interregional Improvement Program (STIP/IIP) funds, provided by Caltrans, to fund right-of-way support cost increases. The addition of $500,000 will fund the following: efforts to update or redo appraisals due to an "opening year" change in the Federal Transportation Improvement Program which delayed the project by one year; the additional services needed from project management and right-of-way acquisition agents due to an increase in the number of Resolutions of Necessity (RONs) from the original 10 RONs budgeted to the actual 25 RONs; the additional right-of-way plans and engineering services required to produce the supporting materials necessary for the increased number of RONs; and environmental and hazardous waste impact coordination on two of the parcels. Lastly, a small amount of the additional budget is needed due to the project overlap with a proposed Omnitrans Park'n'Ride project. Coordination between the location of the Southern California Edison transmission lines in the Park'n'Ride and future location of distribution lines as part of this project has resulted in additional project management and utility coordination.

Amendment No. 4 also corrects some of the funding variances which stemmed from the obligation amount for the federal funds being lower than the programmed amounts resulting in a decrease of $1,459,283 to the total amount of federal funding available. Additionally, the total right-of-way capital and support

costs will be increased from $34,900,000 to $35,140,005 as shown on Exhibit A/4. With the addition of the $500,000 of STIP/IIP this results in a total increase to the local funding share of $1,199,288, to the right-of-way phase.

In addition to adding STIP/IIP funds for Caltrans support and correcting federal funding discrepancies, this amendment updates a funding shift that was required as a result of excess public share funds being available for Phase 1 construction. An excess of public share funds occurred due to an unexpected low bid price and an unplanned award of $10M of Corridor Mobility Improvement Account funds. At that time, SANBAG staff approached our funding partners, the City of Loma Linda, the City of San Bernardino, and Inland Valley Development Agency (IVDA), and asked if they would be willing to move up to $500,000 each from the construction phase to the right-of-way phase. Each agency responded favorably to this request, as their total contribution remained unchanged per Cooperative Agreement No. R10200. As part of this effort to balance the right-of-way and construction fair share contributions, a total of $1,320,000 or $440,000 from each agency has been shifted from construction to right-of-way resulting in a net decrease in the total amount of Valley Measure I Interchange funds needed for the right-of-way phase. This rebalancing maintains contributions consistent with the Development Mitigation Nexus Study and the Cooperative Agreement noted above.

Staff recommends approval of Amendment No. 4 to Cooperative Agreement No. C10123.

Financial Impact: This item is consistent with the Fiscal Year 2013/2014 budget under Task No. 0842, I-10 and Tippecanoe Avenue project.

Reviewed By: This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 10, 2013. General Counsel has reviewed this item and approved the amendment as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 10123 Amendment No. 4

By and Between

San Bernardino County Transportation Comm. and State of California Dept. of Transp.

Contract Description Right of Way Capital and Support for the I-10/Tippecanoe Ph. 2 project

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve Amendment No. 4 to Coop Agreement C10123 to add $500K in STP/IIP funds for Caltrans ROW support and correct minor descrepancies in funding amounts. This results in a total increase to the local funding share of $1,199,288, but with a reduction of $1,832,500 for utilities for a net decrease of $633,2

Is this a Sole-Source procurement? ☒ Yes ☐ No

CONTRACT OVERVIEW

Original Contract Amount	$	11,625,200	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	8,552,000	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	(633,212)	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	7,918,788	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	7,918,788

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
12/2/09	12/31/15	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0842.

☐ 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:*

Meas. I $2,216,683 for ROW capital, Citys of LL, SB, and IVDA at $2,511,535/agency, totaling $9,751,288.*
Caltrans to reimburse themselves directly from State and Federal funds up to an amount of $25,388,717.

* minus $1,832,500 for utilities.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Barbara Fortman Project Manager (Print Name)	Barbara Fortman Signature	9.20.13 Date
Mike Barnum for Gary Conde Task Manager (Print Name)	Signature	9-20-13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Andrea Zureick Signature	9-23-13 Date
Jeffery Hill Contract Administrator (Print Name)	Signature	9/24/13 Date
W. Stawarsky Chief Financial Officer (Print Name)	Signature	9/27/13 Date

Contract Summary Sheet 11/6/12

08-SBd-10-PM 25.3/27.3
I-10/Tippecanoe Ave/Anderson St
Ramp Improvements, Bridge
Widening & Street Improvements
EA 44811
EA 44812
District Agreement No. 8-1459 A/4
Project Number 0800000710

(AMENDMENT NO. 4 TO AGREEMENT)

This AMENDMENT NO. 4 TO AGREEMENT (AMENDMENT), entered into effective on _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a
public entity referred to herein as
"AUTHORITY."

RECITALS

1. The parties hereto entered into Agreement No. 8-1459 (AGREEMENT) on January 20, 2010, said Agreement defining the terms and conditions to improve the Interstate 10 (I-10)/Tippecanoe/Anderson Street interchange with ramp improvements, bridge widening and street improvements, in the cities of San Bernardino and Loma Linda, referred to herein as "PROJECT."

2. The parties hereto also entered into Agreement No. 8-1459 A/1 on December 21, 2010, to revise the funding plan and assign responsibility for paying Right of Way Support costs in excess of the estimated amount of support costs in the original AGREEMENT.

3. The parties hereto also entered into Agreement No. 8-1459 A/2 on March 24, 2011, to change the description of Federal funding sources to eliminate reference to Projects of National and Regional Significance (PNRS) funds, and to correct minor discrepancies between the funding amounts shown in the agreement and in the Federal Transportation Improvement Program (FTIP).

4. The parties hereto also entered into Agreement No. 8-1459 A/3 on October 24, 2011, to reduce Section 330 funds for Right of Way Capital, to increase Local Right of Way funds, and to split the Right of Way into two phases (EA 44811 and EA 44812).

5. The purpose of this Amendment is to include additional State Transportation Improvement Program/Interregional Improvement Program (STIP/IIP) funds to the Right of Way support cost (EA 44812) due to an increase of original estimated cost and to

correct minor discrepancies between the funding amounts shown in the agreement and in the Federal Transportation Improvement Program.

IT IS THEREFORE MUTUALLY AGREED:

1. Under RECITALS of Agreement 8-1459, Recital 4 is hereby replaced in its entirety to read as follows:

   "4. AUTHORITY agrees to be responsible for one hundred (100%) percent of all PROJECT Right of Way capital costs. The total Right of Way cost for PROJECT is estimated to be $35,140,005 as shown on Exhibit A/4 attached hereto and made a part of this Agreement.

2. Under SECTION I, AUTHORITY AGREES, of Agreement No. 8-1459, Articles 1 and 4, are hereby replaced in their entirety to read as follows:

   "1. AUTHORITY agrees to be responsible for one hundred (100%) percent of all PROJECT Right of Way capital costs. In addition, AUTHORITY agrees to be responsible for all actual Right of Way support costs in excess of $3,000,000 subject to the terms of Recital 5 of the Agreement 8-1459 A/1. The total Right of Way cost for PROJECT is estimated to be $35,140,005 as shown on Exhibit A/4, dated August 7, 2013, attached hereto and made a part of this Agreement."

   "4. To authorize STATE to reimburse itself from the Federal and STATE funding sources on a monthly basis for STATE's Right of Way capital and support costs for PROJECT work up to the amount of $25,388,717."

3. Under SECTION II, STATE AGREES, of Agreement No. 8-1459, Articles 1, 3, 4 and 13 are hereby replaced in their entirety to read as follows:

   "1. To undertake and complete the Right of Way capital and support activities for PROJECT as described in Exhibit "A/4." The total cost for Right of Way support activities for which STATE is responsible shall not exceed $3,000,000. All Right of Way support costs in excess of this amount shall be borne in full by AUTHORITY."

   "3. To reimburse itself from the available STATE and Federal funds on a monthly basis, up to the amount of $25,388,717."

   "4. To prepare and submit to AUTHORITY a request for payment with Local funds for the costs of right of way capital and support costs as project proceeds. A request for payment should be on a mutually agreed to form."

"13. To be responsible for one hundred percent (100%) of the first $3,000,000 in Right of Way support costs using State Interregional Improvement Program (IIP) funds."

4. Under SECTION II, STATE AGREES, of Agreement No. 8-1459, Article 14 is hereby added as follows:

"14. STATE will provide Independent Quality Assurance (IQA) for Right of Way Engineering and Right of Way Management."

5. The new Exhibit A/4, dated August 7, 2013, supersedes the original Exhibit A, Exhibit A/1, Exhibit A/2, Exhibit A/3 of AGREEMENT. Exhibit A/4 is hereby attached to and made a part of AGREEMENT and any reference to Exhibit A in AGREEMENT is deemed to reference Exhibit A/4, dated August 7, 2013.

6. All other terms and conditions of said AGREEMENT shall remain in full force and effect.

7. This Amendment No. 4 to AGREEMENT is hereby deemed to be a part of AGREEMENT.

SIGNATURES ON FOLLOWING PAGE:

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By: _____
Basem E. Muallem, P.E.
District Director

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
Lisa Pacheco
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: _____
Accounting Administrator

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

By: _____
W.E. Jahn
Board President

ATTEST:

By: _____
Vicki Watson
Board Clerk

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

EXHIBIT A/4

August 7, 2013

FUND SOURCE	FUND TYPE	PROJECT PHASE	STATE's SHARE	AUTHORITY'S SHARE	PHASE 1	PHASE 2
					EA 44811	EA 44812
Federal	SAFETEA-LU	Right of Way Capital	$0	100%	$0	$5,516,597
Federal	TEA-21	Right of Way Capital	$0	100%	$0	$5,360,737
Federal	IMD	Right of Way Capital	$0	100%	$0	$2,107,888
Federal	Section 115	Right of Way Capital	$0	100%	$0	$2,999,354
Federal	Section 117	Right of Way Capital	$0	100%	$0	$4,913,891
Federal	Section 330	Right of Way Capital	$0	100%	$0	$1,490,250
State	STIP/IIP	Right of Way Support	100%	$0	$0	$3,000,000
Local	Local	Right of Way Capital	$0	100%	$0	$9,516,288
Local	Local	Right of Way Support	$0	100%	$0	$ 235,000
					TOTAL	**$35,140,005**

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

■ 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: November 6, 2013

Subject: Omnitrans Comprehensive Operational Analysis

Recommendation:* Receive and file the final Revenue and Cost Projections for Omnitrans Comprehensive Operational Analysis.

Background: In February 2011, SANBAG entered into a contract with AECOM to conduct a Comprehensive Operational Analysis (COA) of Omnitrans. As one of SANBAG's statutory requirements as a County Transportation Commission, SANBAG is required to periodically evaluate transit operators in the County in an effort to develop efficiencies. In January 2012, the SANBAG Board approved the formation of an Ad Hoc Committee to review the findings of the COA and determine viable solutions to operational funding deficits that had been identified in the COA.

At the direction of the Ad Hoc Committee, staff from both SANBAG and Omnitrans worked together, using the COA as a basis, to identify several projected revenue funding scenarios through Fiscal Year 2019/2020 with varying levels of risk. Based on these scenarios, the Ad Hoc Committee decided to move forward with a moderate revenue funding projection. The chosen scenario consisted of increasing Local Transportation Funds (LTF) at an annual escalation factor of 3% and using the full available amount of State Transit Assistance Population (STA-Pop) funds, estimated at $3.1 million annually, for operation

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1311b-ns
Attachment:
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311b1-ns.pdf

expenses as opposed to capital expenses. Traditionally the STA-Pop funds, allocated to SANBAG for distribution, have been used for capital expenses in San Bernardino County. However, the California Public Utility Code Section 99314.6 allows the use of STA-Pop funds for operation expenses so long as certain efficiency standards are maintained. The chosen funding scenario requires Omnitrans to maintain certain efficiencies related to total operating cost per revenue vehicle hour. The Ad Hoc was informed that there is no additional funds available to backfill STA-Pop if Omnitrans does not meet the efficiency standards in the future. Based on this fact, staff suggested that the Ad Hoc Committee recommend the Omnitrans Board institute metrics and reporting to ensure these efficiency standards are met.

The Ad Hoc Committee also agreed with Omnitrans staff recommendations to increase fare revenues and modify the COA cost projections. These cost modifications included: Reflecting no wage increases in Fiscal Year 2013/2014; a net reduction of $1 million in operating costs deducted to reflect the savings to Route 2 with implementation of sbX (cost projections already included the cost increases related to sbX operations) starting in Fiscal Year 2014/2015; and the addition of $500,000 starting in Fiscal Year 2014/2015 for the operations of the San Bernardino Transit Center.

Attachment A reflects the final financial scenario approved by the Ad Hoc Committee. Based on revenue and cost projections assumed by the Ad Hoc Committee, the analysis shows an average operating deficit of approximately $2.5 million dollars annually, totaling approximately $13 million through Fiscal Year 2019/2020. However, a capital surplus of approximately $1.5 million annually is estimated, totaling approximately $11 million in Fiscal Year 2019/2020. At the direction of the Ad Hoc Committee, Omnitrans staff is currently reviewing their internal operations to find efficiencies to bridge the operational funding deficit while maintaining the existing service levels in addition to the funding needs of operating the E Street sbX BRT service.

SANBAG initiated the Omnitrans COA to identify potential efficiencies associated with administration, operation and maintenance of services in order to allow transit resources to be efficiently distributed throughout the Valley. SANBAG has a number of competing demands on its transit resources, including operational and capital project delivery of the Southern California Regional Rail Authority (SCRRA) Eastern Maintenance Facility and Downtown San Bernardino Passenger Rail, in addition to Redlands Passenger Rail, Gold Line Extension, and the San Bernardino Transit Center. Also, the creation of VTrans has resulted in an additional claimant in the San Bernardino Valley for Transportation Development Act (TDA) and Measure I funding, as allowed by state statute. LTF is the most flexible funding available to the region for

subsidizing transit operation expenses. The revenue projections used in the COA analysis reflect that starting in Fiscal Year 2014/2015, all LTF will be allocated to Metrolink and Omnitrans to subsidize operation expenses. Increases of LTF allocations to both operators will need to be limited to the actual LTF growth of approximately 3% in order to keep this funding source from going into a deficit in the near future.

Financial Impact: This item is consistent with the adopted Fiscal Year 2013/2014 Budget, Task No. 0309.

Reviewed By: This item was received by the Commuter Rail and Transit Committee on October 17, 2013.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

ATTACHMENT A

Revenue Projection Omnitrans Operating and Capital Expenses

Operating Revenue Projections - LTF & Measure I at FY 2014 level then escalated at 3%								
	Fiscal Year							
Operating Revenue Sources	2014[1]	2015	2016	2017	2018	2019	2020	**Total**
LTF	$36.35	$37.44	$38.56	$39.72	$40.91	$42.14	$43.40	$278.53
Measure I - BRT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Measure I - S&D	$5.10	$5.30	$5.60	$5.80	$6.10	$6.40	$6.70	$41.00
STA-Operator[2]	$1.10	$0.90	$0.91	$0.90	$0.90	$0.90	$0.90	$6.51
STA-Population[3]	$2.98	$3.10	$3.10	$3.10	$3.10	$3.10	$3.10	$21.58
Federal	$10.90	$10.90	$10.90	$10.90	$10.90	$10.90	$10.90	$76.30
Other	$0.39	$0.70	$0.70	$0.70	$0.70	$0.70	$0.70	$4.59
Fares[4]	$14.76	$17.20	$17.40	$17.70	$18.70	$18.90	$19.20	$123.86
Total Operating Revenue	**$71.58**	**$75.54**	**$77.17**	**$78.82**	**$81.31**	**$83.04**	**$84.91**	**$552.37**
Omnitrans Cost Projections[5, 6]	**$71.58**	**$76.00**	**$79.30**	**$81.10**	**$83.70**	**$85.60**	**$87.90**	**$565.18**
Corresponding Shortfall	**$0.00**	**-$0.46**	**-$2.13**	**-$2.28**	**-$2.39**	**-$2.56**	**-$2.99**	**-$12.81**

Notes: 1 - FY 14 cost projections adjusted to reflect no wage increases and updated budget numbers.

2 - STA - Operator funds were updated to reflect current FY14 budget allocation and projected operator allocation.

3 - Use of STA -Population funds for operations requires compliance with efficiency standards defined in CPUC Section 99314.6 related to total operating cost per revenue hour annual increase to CPI.

4 - Fare revenue has been adjusted based on input from Omnitrans staff.

5 - Starting in FY 15, $1 million was deducted from Bus costs to reflect the reduction of service on Rt. 2 with implementation of sbX.

6 - O&M costs for SB Transit Center have been added.

Capital Revenue Projections								
	Fiscal Year							
Capital Revenue Sources	2014	2015	2016	2017	2018	2019	2020	**Total**
FTA Section 5307	$6.04	$6.04	$6.04	$6.04	$6.04	$6.04	$6.04	$42.28
FTA Section 5310	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FTA Section 5339	$3.53	$1.76	$1.76	$1.76	$1.76	$1.76	$1.76	$14.09
CMAQ	$5.20	$5.15	$5.18	$6.66	$5.56	$5.47	$7.62	$40.84
STA - Population Allocation	$0.17	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.17
Proposition 1B PTMISEA	$7.90	$4.05	$4.22	$2.94	$4.34	$4.67	$2.72	$30.84
Proposition 1B Transit Security	$0.13	$0.13	$0.13	$0.13	$0.13	$0.13	$0.13	$0.91
Measure I Express Bus & BRT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Capital Revenue	**$22.97**	**$17.13**	**$17.33**	**$17.53**	**$17.83**	**$18.07**	**$18.27**	**$129.13**
Omnitrans Costs Projection	**$20.34**	**$15.73**	**$15.93**	**$16.13**	**$16.43**	**$16.93**	**$17.13**	**$118.62**
Corresponding Surplus	**$2.63**	**$1.40**	**$1.40**	**$1.40**	**$1.40**	**$1.14**	**$1.14**	**$10.51**

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TRANSPORTATION MEASURE I

■ 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: November 6, 2013

Subject: Metrolink San Bernardino Line Infrastructure Improve Strategic Analysis

Recommendation:* Approve a Cooperative Agreement No. C14022 with the Los Angeles County Metropolitan Transportation Authority to initiate a planning study to identify and prioritize capital improvements needed to enhance commuter rail service on the Metrolink San Bernardino Line located on the San Gabriel Subdivision.

Background: The Los Angeles County Metropolitan Transportation Authority (LACMTA) and the San Bernardino Association of Governments (SANBAG) are interested in opportunities to upgrade the existing Metrolink San Bernardino Line to improve passenger rail safety and capacity between Los Angeles Union Station and San Bernardino. The San Bernardino Line is the route used by the Southern California Regional Rail Authority (SCRRA) running Metrolink commuter rail service between Los Angeles Union Station (LAUS) and San Bernardino. This line is on right-of-way owned by LACMTA (within Los Angeles County) and SANBAG (within San Bernardino County). The line passes through urban, residential, industrial, and commercial areas. This is the busiest line in the Metrolink system carrying more than 12,000 passengers each day with 42 trains. The average speed on the San Bernardino is approximately 40 miles an hour and travel times between San Bernardino and LAUS are presently at approximately 90 minutes. In May of 2011, Metrolink added express train service between these two destinations that reduces travel time to approximately 60 minutes.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1311a-jrf

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14022%20MTA-SANBAG%20Coop%20-%20SB%20Line.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14022-A%20MTA-SANBAG%20Coop.pdf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14022-B.pdf

LACMTA, working closely with SANBAG, will be the lead agency for this effort and has engaged a consultant team led by HDR Engineering, Inc. to analyze the San Bernardino Line. HDR Engineering, Inc., working closely with staff from LACMTA, SANBAG, and SCRRA will identify safety and infrastructure improvements required to increase the average train speed, reduce travel times, and enhance the overall capacity of the line. These improvements may include, double-track, sidings, possible station third-run-through tracks for express trains, station platform configurations, and added service. The consultant team will perform an analysis of the San Bernardino Line, specify infrastructure improvements that would overcome the existing operational constraints (including identifying geographical and environmental constraints), and propose an overall phased strategy (including cost estimates) to implement these improvements. In addition, the consultant team will work with LACMTA and SANBAG to develop an overall strategic and funding approach to implement the results of the study.

LACMTA and SANBAG have agreed to fund the study and the associated SCRRA reimbursement costs, consistent with SCRRA formulas for sharing of capital expenses on the San Bernardino Line, which equate to 60% LACMTA and 40% SANBAG. LACMTA has entered into agreements with HDR Engineering, Inc. and SCRRA for not-to-exceed amounts of $677,752 and $30,000, respectively. The cooperative agreement, if approved, would commit SANBAG to reimburse LACMTA for a total amount not-to-exceed $283,100.

Financial Impact: This item is consistent with the Fiscal Year 2013/2014 adopted budget. Funding currently exists in Task No. 0352 Commuter Rail General, State Transit Assistance Funds Rail.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD1311a-jrf

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14022 Amendment No. _____

By and Between

Los Angeles County Metropolitan Transportation Authority and San Bernardino Associated Governments

Contract Description Cooperative Agreement for Cost Sharing on the Metrolink San Bernardino Line Strategic Study

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve a cooperative agreement with LACMTA to initiate a planning study to identify and prioritize capital improvements needed to enhance commuter rail service on the Metrolink San Bernardino Line located on the San Gabriel Subdivision.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	283,100	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	283,100	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	283,100

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
November 6, 2013	September 30, 2014	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0352.

☐ A Budget Amendment is required.

How are we funding current FY? STA-Rail

☐ Federal Funds ☒ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

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

STA-Rail

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

JUSTIN FORNELLI		10/3/13
Project Manager (Print Name)	Signature	Date
Mitch Alderman	M.R. Alderman	10/23/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	10/4/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		10/22/13
Contract Administrator (Print Name)	Signature	Date
W. S. Hunt		10/23/13
Chief Financial Officer (Print Name)	Signature	Date

SANBAG Contract No. C14022

COOPERATIVE AGREEMENT
BETWEEN
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA)
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)
FOR
COST SHARING FOR THE SAN BERNARDINO LINE STRATEGIC STUDY

THIS AGREEMENT, _____, is effective this ___ day of _____, 2013, by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the San Bernardino Associated Governments ("SANBAG") acting in its capacity as the San Bernardino County Transportation Commission.

WHEREAS, LACMTA and SANBAG desire to initiate a planning study to identify and prioritize capital improvements needed to enhance commuter rail service on the Metrolink San Bernardino Line located on the San Gabriel Subdivision ("Study");

WHEREAS, the MTA Board, in July 2012, approved the programming of up to $1,000,000 in Measure R 3% funds for the Study as part of the Regional Rail Capital Funding Plan for FY 2012-13;

WHEREAS, LACMTA approved a bench of on-call rail engineering firms and through that process, entered into a contract with HDR Engineering, attached hereto as Attachment A, to conduct the Study. Per the terms of Attachment A, HDR Engineering will conduct the Study, for a not to exceed amount of $677,752;

WHEREAS, LACMTA has entered into an agreement with the Southern California Regional Rail Authority ("SCRRA"), attached hereto as Attachment B, to reimburse SCRRA for staff time and resources used to complete the Study, in an amount not to exceed $30,000;

WHEREAS, LACMTA and SANBAG have agreed to fund the Study and the associated SCRRA reimbursement costs 60% LACMTA and 40% SANBAG;

WHEREAS, LACMTA and SANBAG have agreed that neither agency will seek reimbursement from the other for agency staff time used to complete the Study;

WHEREAS, LACMTA and SANBAG agree to attend monthly technical meetings, review meeting minutes, provide baseline operating data, and review and provide input into working papers, draft and final reports; and

WHEREAS, this Cooperative Agreement defines the specific terms, conditions and funding responsibilities between LACMTA and SANBAG for the Study.

NOW, THEREFORE, it is mutually understood and agreed by LACMTA and SANBAG as follows:

ARTICLE 1. COMPLETE AGREEMENT

This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between LACMTA and SANBAG concerning the Study and supersedes all prior representations, understandings, and communications between the parties. The above-referenced Recitals are true and correct and are incorporated by reference herein.

ARTICLE 2. RESPONSIBILITIES OF SANBAG

SANBAG agrees to the following responsibilities for the Study:

A. To reimburse LACMTA forty percent (40%) of the HDR Engineering consultant costs paid by LACMTA to complete the Study, not to exceed Two Hundred Seventy One Thousand One Hundred Dollars and eighty cents ($271,100.80) .

B. To reimburse LACMTA forty percent (40%) of the costs associated with SCRRA staff time and resources used to complete the Study, not to exceed Twelve Thousand Dollars ($12,000).

C. To pay LACMTA within 30 calendar days of receipt of an acceptable invoice and copies of relevant supporting invoices received from HDR Engineering and SCRRA for all work completed.

D. To cooperate with LACMTA in considering the preferred options identified in the Study.

E. To attend monthly technical meetings, conduct a review of meeting minutes, working papers, draft and final reports during the performance of the Study.

F. To bear its own internal staff costs incurred in connection with the Study.

ARTICLE 3. RESPONSIBILITIES OF LACMTA

LACMTA agrees to the following responsibilities for the Study:

A. To act as the lead agency for the Study.

B. To procure, contract for and pay for HDR Engineering's consultant services to conduct the Study consistent with LACMTA's policies and procedures and provide review and oversight of consultant performing Study to ensure adherence to Study schedule, quality, budget, and overall adherence to the Scope of Work contained in Attachment A and Attachment B.

C. To administer the agreement with SCRRA to reimburse SCRRA staff time and resources associated with completing the Study.

D. To attend monthly technical meetings, review and consider meeting minutes, working papers, project partner comments, and draft and final reports during performance of the Study.

E. To cooperate with SANBAG in considering the preferred options identified in the Study.

F. To manage the consultant work, review consultant invoices, and ensure that all invoicing by LACMTA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR).

G To bill SANBAG, periodically, for costs incurred, for forty percent (40%) of the HDR Engineering costs of the Study, not to exceed Two Hundred Seventy One Thousand One Hundred Dollars and eighty cents ($271,100.80) .

H. To bill SANBAG, periodically, for cost incurred, for forty percent (40%) of the SCRRA reimbursement costs associated with completing the Study, not to exceed Twelve Thousand Dollars ($12,000).

I. To forward final reports prepared by consultant to SANBAG in electronic and hard copy formats.

J. To be responsible for paying its funding share equal to sixty percent (60%) of the cost of the Study.

K. To comply with and insure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR).

L. To bear its own internal staff costs incurred in connection with the Study.

ARTICLE 4. NOTICES:

All parties notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or depositing said notices in the U.S., mail, registered, or certified mail and addressed as follows:

To SANBAG:	To LACMTA:
San Bernardino Associated Governments	Los Angeles County Metropolitan Transportation Authority
1170 W. 3rd Street, 2nd floor San Bernardino, CA 92410-1715	1 Gateway Plaza Los Angeles, CA 90012
Attention: Justin Fornelli	Attention: Jay Fuhrman
Phone: 909-884-8276	Phone: 213-922-2810
Email: jfornelli@sanbag.ca.gov	Email: fuhrmanj@metro.net

ARTICLE 5. INDEMNIFICATION

A. SANBAG shall indemnify, defend and hold harmless LACMTA, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property alleged to be caused by the negligent acts, omissions or willful misconduct by SANBAG, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

B. LACMTA shall indemnify, defend and hold harmless SANBAG, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property alleged to be caused b the negligent acts, omissions or willful misconduct by LACMTA,

its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

C. The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

ARTICLE 6. MUTUAL AGREEMENT OF BOTH PARTIES:

All parties agree to the following responsibilities and understanding regarding the Study:

A. This Agreement may be amended in writing at any time by the mutual consent of both parties. No amendment shall have any force or effect unless executed in writing by both parties.

B. Any changes to the consultant, or to the HDR Engineering Contract (Attachment A) or the SCRRA Agreement (Attachment B) shall be agreed upon, in writing, by both parties. Should either the HDR Contract or SCRRA Agreement be modified with agreement of the parties, and the modification result in either an increase or a decrease the costs of the study, the cost allocation shall continue to be LACMTA at 60% and SANBAG at 40%, unless mutually agreed upon, in writing, by both parties.

C. This Agreement remains in effect until completion and delivery of the final consultant reports of the Study, or until September 30, 2014, whichever is earlier. This Agreement may be extended by mutual written consent of the parties.

D. The Study shall be owned equally by both LACMTA and SANBAG, and as such, both agencies reserve the rights to use the data for its own purposes, to reproduce the data, and to post the Study on their respective websites.

E. LACMTA and SANBAG agree that this is an agreement to conduct a planning study only and that neither agency commits to design, construct or implement, nor to provide funding for, any of the improvements or other recommendations identified in the Study.

F. Neither HDR Engineering, nor any other person, agency or entity shall be a third party beneficiary to this agreement and all rights and obligations hereunder shall flow only between LACMTA and SANBAG.

This Agreement shall be made effective upon execution of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement MOU.SANBAGSTUDY to be executed on the date first above written.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____

Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____ Date: _____

Deputy

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____ Date: _____

W. E. Jahn
Board President

APPROVED AS TO FORM:

By: _____ Date: _____

ATTACHMENT A

LACMTA Contract #PS2415-3024-01 with HDR Engineering

ATTACHMENT A

TITLE: SAN BERNARDINO LINE INFRASTRUCTURE IMPROVEMENT STRATEGIC PLAN	PAGE 1 OF 1
1. CONTRACTOR: HDR ENGINEERING, Inc.	2. CONTRACT NO.: PS2415-3024-01
3. TASK/REVISION NO.: PS2415-3024-01-01	4. ~~TASK ORDER~~ TYPE: ☐ FFP ☐ Unit Rate ☐ T&M ☒ Other Cost Plus Fixed Fee
5. DBE/SBE /M/WBE VALP COMMITMENT FOR TASK ORDER: SBE 35.33% (subcontractors BA, PRE, Sharon Greene & Assoc., V&A)	7. TASK ORDER $ HISTORY THIS ACTION AMT.: $677,752.00 PREVIOUSLY APPROVED AMT: N/A NEW TOTAL AMT.: $677,752.00
6. PERIOD OF PERFORMANCE: Nine (9) Months from full Notice to Proceed	

Except as otherwise expressly provided herein, the Contractor shall to perform the work described below in accordance with all of the terms and conditions of the Contract referenced above.

8. SUMMARY OF WORK TO BE PERFORMED FOR TASK ORDER (SOW ATTACHED):

Provide professional engineering consulting services to perform a strategic analysis of the San Bernardino rail line including conceptual engineering in accordance with Exhibit 1, Scope of Work, attached hereto and incorporated herein by this reference and made an integral part hereof.

9. TASK DOCUMENTATION REQUIREMENTS/DELIVERABLE/ MILESTONE ITEMS: See Scope of Work attached as Exhibit 1.	10. MILESTONE/DELIVERABLE SCHEDULE See Scope of Work attached as Exhibit 1.

11. PAYMENT PROVISIONS:

In accordance with master Contract PS2415-3024-01, Article VI Compensation, as follows: In consideration of the contract items delivered under each Task Order, Metro shall pay Contractor either a Not to Exceed Price or a Firm Fixed Price. Contractor may invoice monthly upon satisfactory completion of each Task or a percentage of each Task identified in the Payment Schedule attached hereto as Exhibit 2 and as approved by the Metro Project Manager.

12. PROJECT MANAGER: Don Sepulveda, Executive Officer, Regional Rail	PHONE: (213) 922-7491

AUTHORIZED SIGNATURES

13. CONTRACTOR'S AUTHORIZED REPRESENTATIVE	14. METRO's AUTHORIZED REPRESENTATIVE
Signature	Signature
Name (Printed): Tom Kim	Name (Printed): Samira Baghdikian
Title: Senior Vice President	Title: Contract Administration Manager
Date:	Date: 1/9/13

EXHIBIT 1

SCOPE OF WORK

San Bernardino Line Infrastructure Improvement Strategic Plan

Scope of Work

02/15/2013

Introduction

The Los Angeles County Metropolitan Transportation Authority (Metro) and the San Bernardino Association of Governments (SANBAG), collectively termed "Agencies" for this scope of work, is interested in opportunities to upgrade the existing San Bernardino Line to improve passenger rail safety and capacity between Los Angeles Union Station and San Bernardino. Metro, working closely with SANBAG, will engage a consultant team to analyze this line to identify safety and infrastructure improvements required to increase the average train speed, reduce travel times, and enhance the overall capacity of the line (Project). These improvements may include, double-track, sidings, possible station third-run-through tracks for express trains, station platform configurations, and added service. The Consultant shall perform an analysis of the San Bernardino Line, specify infrastructure improvements that would overcome the existing operational constraints (including identifying geographical and environmental constraints), and propose an overall phased strategy (including cost estimates) to implement these improvements. In addition, the Consultant shall work with Metro and SANBAG to develop an overall strategic and funding approach to implement the results of the study to enhance the safety and improve travel times along this corridor.

The San Bernardino Line is the route used by the Southern California Regional Rail Authority (SCRRA) running Metrolink commuter rail service between Los Angeles Union Station (LAUS) and San Bernardino. This line is on right-of-way owned by Metro (within Los Angeles County) and SANBAG (within San Bernardino County). The line passes through urban, residential, industrial, and commercial areas. This line is the busiest line in the Metrolink system carrying more than 12,000 passengers each day with 42 trains.

The average speed on the San Bernardino is approximately 40 miles an hour and travel times between San Bernardino and LAUS are presently at approximately 90 minutes. In May of 2011, Metrolink added express train service between these two destinations that reduces 30 minutes from travel times.

Scope of Work

The Consultant will perform a strategic analysis of the corridor that will make recommendations for further engineering. The Consultant will propose at the early stages of the study a methodology that will be used for the analysis throughout the Project. This will be a deliverable in the early stage of the analysis to be commented on by the Agencies and Metrolink staff.

The Consultant will work with a Project Development Team (PDT) during the performance of the study to ascertain any improvements, desired outcomes, or any other information pertinent to the study.

The results of the analysis will be presented in a written report to the Agencies regarding these strategic enhancements including:

- Phased implementation of possible enhancements,
- Funding strategies,
- Coordination with the HSR system,
- Conceptual cost analysis,
- Conceptual level engineering,
- Benefits of phased implementation.

The Consultant will perform conceptual engineering of the proposed improvements. The intent of the study is to provide an engineering level analysis to develop conceptual level costs and benefits of the proposed improvements. These improvements will be supported by rail operations modeling utilizing the Rail Traffic Controller (RTC) software.

The Consultant will work with Metro's project manager to establish a PDT that will include the Agencies, Metrolink, and other stakeholders designated by Metro to be included in the discussions. Metro will facilitate the discussions with all stakeholders. In addition, the Consultant will provide key study findings and talking points to Metro's Project Manager for Metro and SANBAG Board updates.

The Consultant is aware that occupying Metro and SANBAG right-of-way on which Metrolink operates requires safety training, insurance, and railroad flagging. These requirements should be considered during the development of the work plan.

Task 1 – Project Management

The Consultant will establish an organization structure coordinating the efforts of the Consultant Team. The roles of the key members of the team will be clearly identified within the organization chart, proposed budget, and in this Proposal.

The Project Manager will conduct, oversee and manage the performance of the work including:

- Coordination of the development of the overall work tasks,
- Management of the schedule, budget, staff resources,
- Reporting work progress and schedule updates to the Metro Project Manager, and
- Scheduling, coordinating, and providing minutes of PDT meetings.

A Project Meetings

- The Consultant will organize and facilitate periodic project team meetings throughout the project.
- The Consultant will facilitate periodic meetings with the PDT. The frequency of these meetings will be determined with Metro's and SANBAG's Project Manager.
- The Consultant will record and document the discussions, decisions and actions agreed to at these meetings. Task specific meetings are identified within the separate tasks.

B Project Reporting

The Project Manager will provide monthly progress reports as part of the monthly invoice. The progress reports will address activities and progress within the recent billing cycle and provide upcoming deliverables and actions.

C Project Work Plan

The Consultant will present a Project Work Plan (PWP) for approval by the Agencies. This PWP will clearly identify the work process, mile stones, deliverables, critical issues, and overall plan to execute the project.

D Project Schedule

The Consultant will provide a detailed project schedule that outlines the progress of the work. This schedule will include expected deliverables and other milestones. The Consultant will allow ten (10) business days for review of documents.

E Deliverables:

- Meeting minutes
- Monthly Progress Reports
- Project Work Plan
- Project Schedule

Assumptions

The Consultant will not be required to coordinate directly with the Cities and grade crossing improvements will only be evaluated within the limits of double track.

Task 2 – Initial Information Gathering and Outreach

A Data gathering on all rail services in the corridor.

The Consultant will conduct a site visit and review and utilize data provided by the Agencies and Metrolink for existing and planned improvements. In particular the following data will be quantified and tabulated:

- Existing infrastructure (trackage, signaling, bridges, grade crossings, etc.),
- Station platform configuration (length, width, type of platform and access),
- Existing and proposed capital improvement projects,
- Proposed HSR capital improvements,
- Identify environmental constraints that may impact the proposed improvements,
- Deferred Rehab projects,
- Safety and Accident History on line,
- Sealed Corridor Program Status,
- Other information necessary to perform the study.

B Outreach to stakeholders to obtain a clear understanding of the challenges and goals associated with the corridor.

The Consultant will schedule a project kickoff meeting to discuss the goals and work plan for the project. In particular the following information will be gathered:

- Discern priorities; meet with each stakeholder to determine individual priorities.
- Develop a matrix of existing and proposed capital and operational improvements.

C The Consultant will be provided mapping of the San Bernardino Line that includes: existing track geometry, corridor topography, other available information regarding the operations of the corridor, since it is intended to use existing information as much as possible. If the Consultant needs additional mapping, approval from Metro's project manager must be obtained prior to performing any additional mapping or survey efforts.

D Deliverables

i Matrix of existing and proposed capital improvements,

ii Matrix of information needed to perform study.

Task 3 - Safety Enhancements

The strategic analysis of the San Bernardino Line shall include implementation of enhancements to the safety and security of the railroad right-of-way that are necessary to accommodate the proposed improvements.

A The Consultant will review the corridor and make recommendations to enhance safety along the right-of-way. In particular the Consultant shall evaluate the following:

i Grade crossing enhancements – using Metrolink's recommended practices for the development of at-grade crossings, identify conceptual enhancements for grade crossings within the limits of proposed double track. The Consultant will look at existing traffic configurations, although traffic studies and advanced hazard analysis are not part of this Scope of Work.

ii Right-of-way security – identify locations where additional right-of-way security will be needed to accommodate the proposed improvements. The Consultant shall work with Metro's Project Manager and the PDT to ascertain critical locations.

iii Deliverables;
Within the body of the report, identify and make recommendations on the implementation of proposed enhancements. Will develop line work for the proposed improvements to be included in the proposed plans.

Assumptions:

The Consultant team will only evaluate grade crossing safety enhancements for grade crossings within the limit of double track locations and will not coordinate with the Cities on this particular aspect of the project.

Task 4 – Modeling

The Consultant will develop an operational model of the San Bernardino Line. This model will be used to identify and prioritize infrastructure improvements along the corridor. The parameters for the model will be the current year, a defined horizon year, and a third alternative

that is to be determined. The Consultant will develop the overall modeling exercise with input from the Agencies and Metrolink.

Task 5 - Infrastructure Improvements

In accordance with the goals of the study, the Consultant will identify infrastructure improvements that will enhance the overall increased ridership/improved operations of the San Bernardino Line between San Bernardino and LAUS. The Agencies and Metrolink will provide the Consultant with information on additional infrastructure improvements. Using the corridor mapping and geometric data supplied by Metro and Metrolink, the Consultant will perform a conceptual analysis of the alignment and right-of-way to increase the average operating speed and capacity of the corridor. Ridership projections are not a part of this scope. Specifically the following shall be addressed:

A Minimizing curves – identify locations where curves can be improved to increase the average speed. Identify the impacts of any proposed conceptual alignment including; right-of-way, environmental, and other impacts that may be created with the new alignment.

B Additional trackage or track upgrades – identify locations where double track or triple track may be necessary to accomplish the goals of the Project. Identify where existing track could be upgraded to increase the overall speed. The Consultant will look at a phased approach to double tracking within the phased study that could include new or extended sidings.

C Special track work – identify locations where additional crossovers or universals may be necessary.

D Signal impacts – identify the impacts to signals and conceptual additions to the signal system to meet the needs of the study. Detailed signal design is not part of this Scope of Work.

E Stations – Determine the length, width, and number of platforms needed to meet future operational expansions. This may include either side or center platforms. Also examine the possible need for pedestrian under/over-passes.

F Identify environmental constraints that may impact the proposed improvements.

G Deliverables:

i Drawings showing conceptual track alignment improvements including associated impacts. The Consultant will provide:

- Top level conceptual drawings with 1"=1000' scale drawings and highlight areas of potential improvements
- Schematic plans with 1"=200' to show alignment improvements
- Typical drawings with site-specific information and identify typical improvements
- Exhibits for presentation in either PDF or Google Earth (KML) format.
- Prepare a summary discussion of issues and required improvements

ii Identify potential environmental constraints and issues that affect the implementation of any proposed infrastructure improvements.

iii Phased approach to the improvements.

Task 6 - Conceptual Cost Estimates and Phased Approach

The Consultant will provide conceptual cost estimates for the phased implementation of the work. The Consultant will develop the overall phasing in meetings with the PDT and Metro's Project Manager.

A Deliverables

i Conceptual cost estimates and phasing plan of proposed improvements.

Task 7 – Prioritization Strategy

The Consultant will develop a prioritization strategy for the phased implementation of the proposed enhancements/improvements. This strategy will identify the cost versus relative gain and provide an analysis of the impacts of the phasing.

A Deliverable

i Prioritization tables and text necessary to identify the phased implementation of an overall program.

Assumptions:

The Consultant team will only evaluate grade crossing improvements within limits of proposed double track and we will not be responsible for coordinating with the Cities

Task 8 – Preparation of Final Report and Presentation

The Consultant will prepare a report addressing the conclusions of each task for the Project. The Consultant will assume that a draft report will be issued for review and comment by the Agencies and Metrolink and the incorporation of those comments in the final report.

The Consultant will provide the necessary Project materials for use by the Agencies for presentations to their respective boards and committees. These materials may include, but are not limited to Power Point presentations, display boards, and other printed materials for agenda item staff reports.

A Deliverable

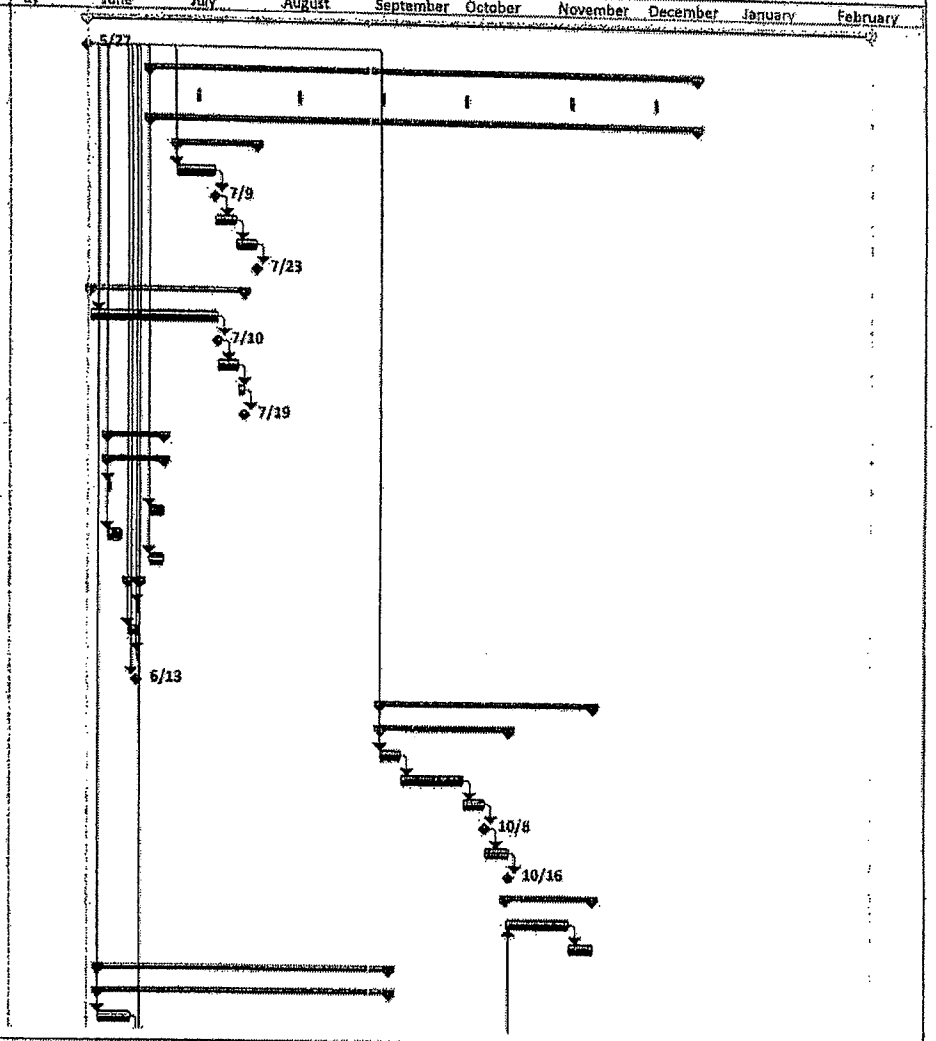
i Draft report

ii Final report

iii Board presentation content – key findings of study

LACMTA Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan

ID	Task Name	Duration	Start	Finish	Predecessors
0	LACMTA Metrolink San Bernardino Line Infrastructure Strategic Plan	177 days	Mon 5/27/13	Tue 2/11/14	
1	Notice to Proceed	0 days	Mon 5/27/13	Mon 5/27/13	
2	1.0 Project Management	125 days	Mon 6/17/13	Mon 12/16/13	
3	1.1 Project Meetings	104 days	Wed 7/3/13	Tue 12/3/13	
10	1.2 Project Reporting	125 days	Mon 6/17/13	Mon 12/16/13	
26	1.3 Project Work Plan	18 days	Wed 6/26/13	Tue 7/23/13	
27	1.3.1 Develop Project Work Plan	6 days	Wed 6/26/13	Mon 7/8/13	1FS+21 days
28	Submit for Agency Review	0 days	Tue 7/9/13	Tue 7/9/13	27
29	1.3.2 LACMTA, SANBAG & SCRRA Review of Project Work Plan	5 days	Tue 7/9/13	Mon 7/15/13	28
30	1.3.3 Revise Work Plan to Address Review Comment	5 days	Tue 7/16/13	Mon 7/22/13	29
31	Final Submittal	0 days	Tue 7/23/13	Tue 7/23/13	30
32	1.4 Project Schedule	37 days	Tue 5/28/13	Fri 7/19/13	
33	1.4.1 Develop Project Schedule	30 days	Tue 5/28/13	Tue 7/9/13	1
34	Submit for Agency Review	0 days	Wed 7/10/13	Wed 7/10/13	33
35	1.4.2 LACMTA, SANBAG & SCRRA Review of Project Schedule	5 days	Wed 7/10/13	Tue 7/16/13	34
36	1.4.3 Revise Schedule to Address Review Comments	2 days	Wed 7/17/13	Thu 7/18/13	35
37	Final Submittal	0 days	Fri 7/19/13	Fri 7/19/13	36
38	2.0 Initial Information Gathering and Outreach	15 days	Mon 6/3/13	Fri 6/21/13	
39	2.1 Data Gathering	15 days	Mon 6/3/13	Fri 6/21/13	
40	2.1.1 Conduct Site Visit	1 day	Mon 6/3/13	Mon 6/3/13	1FS+4 days
41	2.1.2 Review & Tabulate Data Provided by Agencies & Metrolink	5 days	Mon 6/17/13	Fri 6/21/13	1FS+14 days
42	2.1.3 Identify Data Needed to Perform the Study	5 days	Mon 6/3/13	Fri 6/7/13	1FS+4 days
43	2.1.4 Identify Environmental Constraints	5 days	Mon 6/17/13	Fri 6/21/13	1FS+14 days
44	2.2 Stakeholder Outreach	4 days	Mon 6/10/13	Thu 6/13/13	
45	2.2.1 Project Kickoff Meeting	1 day	Thu 6/13/13	Thu 6/13/13	1FS+12 days
46	2.2.2 Develop a Matrix of Existing & Proposed Improvement	4 days	Mon 6/10/13	Thu 6/13/13	1FS+9 days
47	2.2.3 Meetings with Stakeholders	1 day	Thu 6/13/13	Thu 6/13/13	1FS+12 days
48	2.3 Mapping (If Deemed Necessary by LACMTA)	0 days	Thu 6/13/13	Thu 6/13/13	1FS+12 days
49	3.0 Safety Enhancements	49 days	Tue 9/3/13	Tue 11/12/13	
50	3.1 Grade Crossing Enhancement	30 days	Tue 9/3/13	Wed 10/16/13	
51	3.1.1 Review Existing Grade Crossing	5 days	Tue 9/3/13	Mon 9/9/13	1FS+68 days
52	3.1.2 Identify Conceptual Enhancements in the Report	15 days	Tue 9/10/13	Mon 9/30/13	51
53	3.1.3 QA/QC Review of Conceptual Enhancements	5 days	Tue 10/1/13	Mon 10/7/13	52
54	Submit for Agency Review	0 days	Tue 10/8/13	Tue 10/8/13	53
55	3.1.4 LACMTA, SANBAG & SCRRA Review of Enhancements	5 days	Tue 10/8/13	Tue 10/15/13	54
56	Final Submittal	0 days	Wed 10/16/13	Wed 10/16/13	55
57	3.2 Right-of-Way Security	20 days	Tue 10/15/13	Tue 11/12/13	
58	3.2.1 Identify Limits of New Right of Way Security	15 days	Tue 10/15/13	Mon 11/4/13	80
59	3.2.2 QA/QC Review of New Right of Way Security	5 days	Tue 11/5/13	Tue 11/12/13	58
60	4.0 Modeling	68 days	Fri 5/31/13	Thu 9/5/13	
61	4.1 Develop Operational Model	68 days	Fri 5/31/13	Thu 9/5/13	
62	4.1.1 Develop Operations Model	7 days	Fri 5/31/13	Mon 6/10/13	1FS+3 days

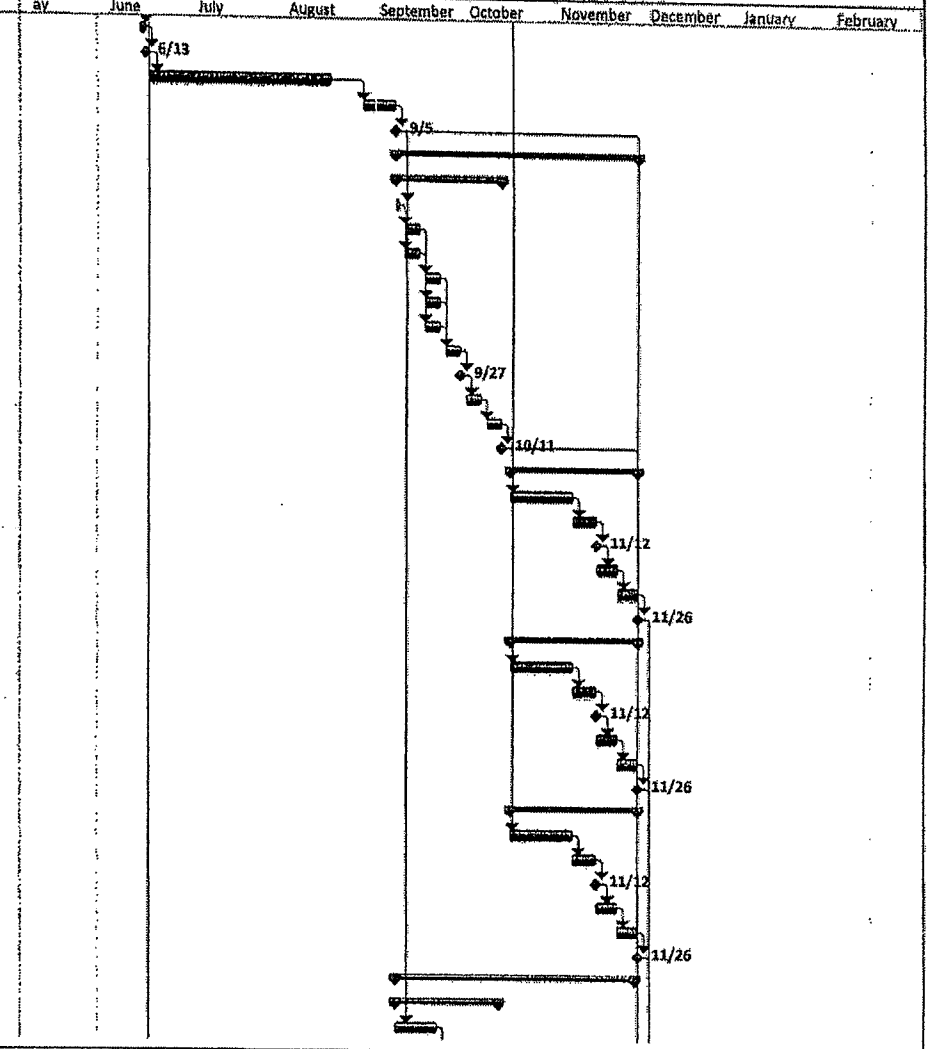


Project: LACMTA Metrolink San B
Date: Fri 8/30/13

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline | Progress

LACMTA Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan

ID	Task Name	Duration	Start	Finish	Predecessors
63	4.1.2 QA/QC of Operations Model	2 days	Tue 6/11/13	Wed 6/12/13	62
64	Submit for Agency Review	0 days	Thu 6/13/13	Thu 6/13/13	63
65	4.1.3 LACMTA, SANBAG & SCRRA Review of Operations Mode	43 days	Fri 6/14/13	Wed 8/14/13	64
66	4.1.4 Revise Model to Incorporate Feedback from Agencies	5 days	Mon 8/26/13	Thu 9/5/13	65FS+7 days
67	Final Submittal	0 days	Thu 9/5/13	Thu 9/5/13	66
68	5.0 Infrastructure Improvements	56 days	Fri 9/6/13	Tue 11/26/13	
69	5.1 Develop Conceptual Drawings for Alternatives	26 days	Fri 9/6/13	Fri 10/11/13	
70	5.1.1 Identify Locations of Double/Triple Track for Alternatives	1 day	Fri 9/6/13	Fri 9/6/13	67
71	5.1.2 Identify Environmental Constraints for Alternatives	5 days	Mon 9/9/13	Fri 9/13/13	70
72	5.1.3 Identify Curve Improvements for Alternatives	5 days	Mon 9/9/13	Fri 9/13/13	70
73	5.1.4 Identify Locations of Special Trackwork for Alternatives	5 days	Mon 9/16/13	Fri 9/20/13	71,72
74	5.1.5 Identify Signal Impacts and New Signals for Alternatives	5 days	Mon 9/16/13	Fri 9/20/13	72
75	5.1.6 Identify Station Improvements for Alternatives	5 days	Mon 9/16/13	Fri 9/20/13	72
76	5.1.7 QA/QC Review of Drawings for Alternative	5 days	Mon 9/23/13	Fri 9/27/13	73,74,75
77	Submit for Agency Review	0 days	Fri 9/27/13	Fri 9/27/13	76
78	5.1.8 LACMTA, SANBAG & SCRRA Review of Alternatives	5 days	Mon 9/30/13	Fri 10/4/13	77
79	5.1.9 Revise Drawings to Incorporate Feedback from Agencies	5 days	Mon 10/7/13	Fri 10/11/13	78
80	Final Submittal	0 days	Fri 10/11/13	Fri 10/11/13	79
81	5.2 Develop Schematic Plans for Preferred Alternative(s)	30 days	Tue 10/15/13	Tue 11/26/13	
82	5.2.1 Develop Schematic Alignment Improvement Plans	15 days	Tue 10/15/13	Mon 11/4/13	80
83	5.2.2 QA/QC of Schematic Alignment Improvement Plans	5 days	Tue 11/5/13	Tue 11/12/13	82
84	Submit for Agency Review	0 days	Tue 11/12/13	Tue 11/12/13	83
85	5.2.3 LACMTA, SANBAG & SCRRA Review of Plans	5 days	Wed 11/13/13	Tue 11/19/13	84
86	5.2.4 Revise Plans to Incorporate Feedback from Agencies	5 days	Wed 11/20/13	Tue 11/26/13	85
87	Final Submittal	0 days	Tue 11/26/13	Tue 11/26/13	86
88	5.3 Develop Typical Drawings for Preferred Alternative(s)	30 days	Tue 10/15/13	Tue 11/26/13	
89	5.3.1 Develop Typical Drawings	15 days	Tue 10/15/13	Mon 11/4/13	80
90	5.3.2 QA/QC of Typical Drawings	5 days	Tue 11/5/13	Tue 11/12/13	89
91	Submit for Agency Review	0 days	Tue 11/12/13	Tue 11/12/13	90
92	5.3.3 LACMTA, SANBAG & SCRRA Review of Drawings	5 days	Wed 11/13/13	Tue 11/19/13	91
93	5.3.4 Revise Drawings to Incorporate Feedback from Agencies	5 days	Wed 11/20/13	Tue 11/26/13	92
94	Final Submittal	0 days	Tue 11/26/13	Tue 11/26/13	93
95	5.4 Develop Summary Discussion of Issues & Improvements	30 days	Tue 10/15/13	Tue 11/26/13	
96	5.4.1 Develop Summary Discussion of Issues & Improvements	15 days	Tue 10/15/13	Mon 11/4/13	80
97	5.4.2 QA/QC of Summary Discussion of Issues & Improvements	5 days	Tue 11/5/13	Tue 11/12/13	96
98	Submit for Agency Review	0 days	Tue 11/12/13	Tue 11/12/13	97
99	5.4.3 LACMTA, SANBAG & SCRRA Review of Summary	5 days	Wed 11/13/13	Tue 11/19/13	98
100	5.4.4 Revise Summary to Incorporate Feedback from Agencies	5 days	Wed 11/20/13	Tue 11/26/13	99
101	Final Submittal	0 days	Tue 11/26/13	Tue 11/26/13	100
102	6.0 Conceptual Cost Estimates and Phased Approach	55 days	Fri 9/6/13	Mon 11/25/13	
103	6.1 Develop Conceptual Cost Estimates for Alternatives	25 days	Fri 9/6/13	Thu 10/10/13	
104	6.1.1 Develop Conceptual Cost Estimates for Alternatives	10 days	Fri 9/6/13	Thu 9/19/13	67

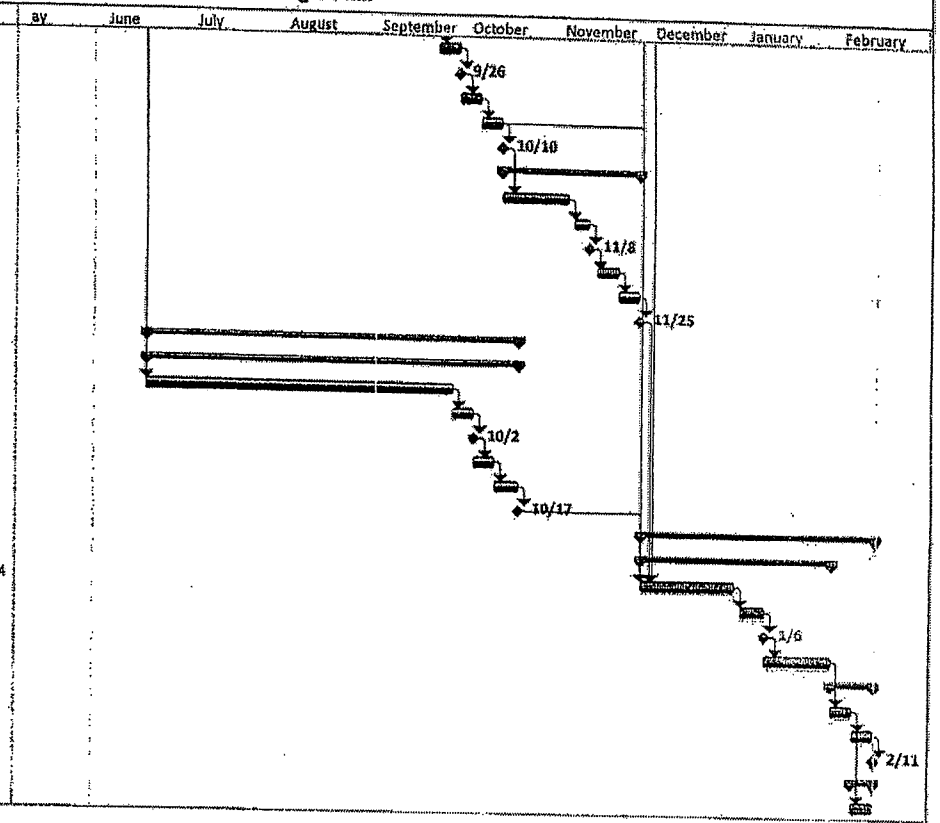


Project: LACMTA Metrolink San B
Date: Fri 8/30/13

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline | Progress

LACMTA Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan

ID	Task Name	Duration	Start	Finish	Predecessors
105	6.1.2 QA/QC of Conceptual Cost Estimates for Alternatives	5 days	Fri 9/20/13	Thu 9/26/13	104
106	Submit for Agency Review	0 days	Thu 9/26/13	Thu 9/26/13	105
107	6.1.3 LACMTA, SANBAG & SCRRA Review of Cost Estimates	5 days	Fri 9/27/13	Thu 10/3/13	106
108	6.1.4 Revise Conceptual Cost Estimate of Final Alternative(s)	5 days	Fri 10/4/13	Thu 10/10/13	107
109	Final Submittal of Conceptual Cost Estimate of Final Alternative(s	0 days	Thu 10/10/13	Thu 10/10/13	108
110	6.2 Develop Phasing Plan for Preferred Alternative(s	30 days	Fri 10/11/13	Mon 11/25/13	
111	6.2.1 Develop Phasing Plan for Preferred Alternative(s)	15 days	Fri 10/11/13	Fri 11/1/13	109
112	6.2.2 QA/QC of Phasing Plan for Preferred Alternative(s)	5 days	Mon 11/4/13	Fri 11/8/13	111
113	Submit for Agency Review	0 days	Fri 11/8/13	Fri 11/8/13	112
114	6.2.3 LACMTA, SANBAG & SCRRA Review of Phasing Plan	5 days	Tue 11/12/13	Mon 11/18/13	113
115	6.2.4 Revise Phasing to Incorporate Feedback from Agencies	5 days	Tue 11/19/13	Mon 11/25/13	114
116	Final Submittal	0 days	Mon 11/25/13	Mon 11/25/13	115
117	7.0 Prioritization Strategy	86 days	Fri 6/14/13	Thu 10/17/13	
118	7.1 Develop Prioritization Strategy	86 days	Fri 6/14/13	Thu 10/17/13	
119	7.1.1 Develop Prioritization Strategy	71 days	Fri 6/14/13	Tue 9/24/13	1FS+13 days
120	7.1.2 QA/QC of Prioritization Strategy	5 days	Wed 9/25/13	Tue 10/1/13	119
121	Submit for Agency Review	0 days	Wed 10/2/13	Wed 10/2/13	120
122	7.1.3 LACMTA, SANBAG & SCRRA Review of Phasing Plan	5 days	Wed 10/2/13	Tue 10/8/13	121
123	7.1.4 Revise Phasing to Incorporate Feedback from Agencies	5 days	Wed 10/9/13	Wed 10/16/13	122
124	Final Submittal	0 days	Thu 10/17/13	Thu 10/17/13	123
125	8.0 Preparation of Final Report and Presentation	50 days	Wed 11/27/13	Tue 2/11/14	
126	8.1 Develop Draft Report	40 days	Wed 11/27/13	Tue 1/28/14	
127	8.1.1 Develop Draft Report	20 days	Wed 11/27/13	Fri 12/27/13	67,80,87,94,101,108,116,124
128	8.1.2 QA/QC of Draft Report	5 days	Mon 12/30/13	Mon 1/6/14	127
129	Submit for Agency Review	0 days	Mon 1/6/14	Mon 1/6/14	128
130	8.1.3 LACMTA, SANBAG & SCRRA Review of Draft Report	15 days	Tue 1/7/14	Tue 1/28/14	129
131	8.2 Develop Final Report	10 days	Wed 1/29/14	Tue 2/11/14	
132	8.2.1 Revise Report to Incorporate Feedback from Agencies	5 days	Wed 1/29/14	Tue 2/4/14	130
133	8.2.2 QA/QC of Final Report	5 days	Wed 2/5/14	Tue 2/11/14	132
134	Final Submittal	0 days	Tue 2/11/14	Tue 2/11/14	133
135	8.3 Develop Board Presentation	5 days	Wed 2/5/14	Tue 2/11/14	
136	8.3.1 Develop Board Presentation	5 days	Wed 2/5/14	Tue 2/11/14	132



Project: LACMTA Metrolink San B
Date: Fri 8/30/13

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline | Progress

EXHIBIT 2

PAYMENT SCHEDULE

San Bernardino Line Infrastructure Improvement Strategic
HDR Engineering, Inc.

	Staff Title	Total Hours	Total
	Direct Labor Rate (current through December 30, 2013)		
	[illegible]	[illegible]	[illegible]
A	Project Meetings	497	$ 94,630
B	Project Reporting	94	$ 9,259
C	Project Work Plan	72	$ 9,786
D	Project Schedule	38	$ 6,703
	[illegible]	[illegible]	[illegible]
A	Data Gathering	318	$ 45,358
B	Stakeholder Outreach	128	$ 23,761
C	Mapping	-	$ -
	[illegible]	[illegible]	[illegible]
A	Grade Crossing Enhancements	222	$ 34,473
B	Right-of-Way Security	113	$ 17,998
	[illegible]	[illegible]	[illegible]
A	Develop Operational Model	190	$ 31,111
	[illegible]	[illegible]	[illegible]
A	Develop Conceptual Drawings	274	$ 43,039
B	Develop Schematic Plans	322	$ 55,673
C	Develop Typical Drawings	70	$ 12,166
D	Develop Summary Discussion of Issues and Improvements	94	$ 14,965
E	Identify Environmental Constraints and Issues	30	$ 6,476
	[illegible]	[illegible]	[illegible]
A	Develop Conceptual Cost Estimates	490	$ 62,200
B	Develop Phasing Plan	246	$ 33,551
	[illegible]	[illegible]	[illegible]
A	Develop Prioritization Strategy	299	$ 57,896
	[illegible]	[illegible]	[illegible]
A	Develop Draft Report	404	$ 69,743
B	Develop Final Report	158	$ 26,567
C	Develop Board Presentation	18	$ 3,688
	Subtotals	**4,077**	**$ 659,045**
	Direct Costs		
	Travel Expenses		$ 3,454
	Other Direct Costs		$ 15,253
	[illegible]		

San Bernardino Line Infrastructure Improvement Strategic Plan
HDR Engineering, Inc.

HDR

	Staff Title	Principal In Charge	Project Manager	Deputy Project Manager	Task / Manager	Sr. Engineer	Project Engineer	Design Engineer	QA/QC	Right of Way Specialist	GIS Specialist	CADD II	CADD I	Project Coordinator	Administrative	Total Hours	Total Labor	Fringe + Overhead	Labor + Fringe + Overhead	Fee (10%)	Total	Project Manager	Sr. Project Engineer
	Direct Labor Rate (current through December 30, 2013)	$ 94	$ 48	$ 78	$ 77	$ 40	$ 41	$ 32	$ 81	$ 41	$ 42	$ 43	$ 33	$ 27	$ 27							$ 70	$ 55
	HDR																						
A	Project Meetings	20	70	-	20	50	-	-	-	-	-	-	-	40	-	200	$ 12,289	$ 19,204	$ 31,493	$ 3,149	$ 34,642	20	19
B	Project Reporting	-	-	-	10	4	-	-	-	-	-	-	-	20	60	94	$ 3,285	$ 5,132	$ 8,417	$ 842	$ 9,259	-	-
C	Project Work Plan	-	10	-	10	4	-	-	8	-	-	-	-	40	-	72	$ 3,472	$ 5,425	$ 8,897	$ 890	$ 9,786	-	-
D	Project Schedule	-	10	-	10	-	-	-	8	-	-	-	-	10	-	38	$ 2,378	$ 3,716	$ 6,094	$ 609	$ 6,703	-	-
A	Data Gathering	-	-	-	10	-	-	80	-	-	-	-	-		16	106	$ 3,748	$ 5,849	$ 9,593	$ 959	$ 10,552	-	10
B	Stakeholder Outreach	20	40	-	20	12	-	-	-	-	-	-	-		16	108	$ 7,302	$ 11,410	$ 18,712	$ 1,871	$ 20,584	-	-
C	Mapping	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	$ -	$ -	$ -	$ -	$ -	-	-
A	Grade Crossing Enhancements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	$ -	$ -	$ -	$ -	$ -	-	-
B	Right-of-Way Security	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	$ -	$ -	$ -	$ -	$ -	8	50
A	Develop Operational Model	-	-	-	90	-	-	80	20	-	-	-	-		-	190	$ 11,037	$ 17,246	$ 28,283	$ 2,828	$ 31,111	-	-
A	Develop Conceptual Drawings	-	8	-	20	32	8	-	12	-	-	14	-	-	-	94	$ 5,883	$ 9,193	$ 15,076	$ 1,508	$ 16,584	-	20
B	Develop Schematic Plans	-	20	-	40	20	16	-	12	-	-	24	-	-	-	132	$ 8,245	$ 12,936	$ 21,181	$ 2,118	$ 23,299	-	-
C	Develop Typical Drawings	-	-	-	-	24	8	-	10	-	-	-	-	-	-	42	$ 2,573	$ 4,017	$ 6,588	$ 659	$ 7,246	-	-
D	Develop Summary Discussion of Issues and Improvements	-	8	-	8	24	8	-	10	-	-	-	-		16	74	$ 4,182	$ 6,534	$ 10,716	$ 1,072	$ 11,788	-	-
E	Identify Environmental Constraints and Issues	-	-	-	30	-	-	-	-	-	-	-	-	-	-	30	$ 2,297	$ 3,590	$ 5,888	$ 589	$ 6,476	-	-
A	Develop Conceptual Cost Estimates	-	-	-	-	60	40	16	8	80	-	-	-		16	220	$ 10,072	$ 15,738	$ 25,810	$ 2,581	$ 28,391	-	10
B	Develop Phasing Plan		-	-	20	28	16	-	16	-	-	24	-	-	-	104	$ 6,342	$ 9,911	$ 16,253	$ 1,625	$ 17,878	-	-
A	Develop Prioritization Strategy		10	-	20	16	30	-	20	-	-	-	-		10	104	$ 6,296	$ 9,837	$ 16,133	$ 1,613	$ 17,746	-	-
A	Develop Draft Report		40	-	30	20	40	-	28	10	-	16	-		30	214	$ 12,051	$ 18,831	$ 30,882	$ 3,088	$ 33,970	10	10
B	Develop Final Report	-	10	-	20	30	20	-	20	10	-	-	-		10	100	$ 5,936	$ 9,275	$ 15,211	$ 1,521	$ 16,732	-	-
C	Develop Board Presentation	-	8	-	10	-	-	-	-	-	-	-	-	-	-	18	$ 1,308	$ 2,044	$ 3,352	$ 335	$ 3,688	-	-
	Subtotals	40	214	-	348	304	184	176	174	100	-	78	-	110	174	1,944	104,709	164,867	270,579	27,058	$ 304,637	38	119
	Direct Costs																						
	Travel Expenses																				$ 1,450		
	Other Direct Costs																				$ 13,753		
	TOTAL																						
																				SUBE% of Total Fee			

San Bernardino Line Infrastructure Improvement Strategic Plan
HDR Engineering, Inc.

HDR

BA Inc.							PRE								RSE										
Third Party Coordination	Total Hours	Total Labor	Fringe + Overhead	Labor + Fringe + Overhead	Fee (10%)	Total	Sr. Railroad Systems Tech IV	Total Hours	Total Labor	Fringe + Overhead	General & Admin Expense	Labor + Fringe + Overhead + G&A Expense	Fee (10%)	Total	Project Principal	Project Manager	Sr. Engineer	Engineer	CADD	Total Hours	Total Labor	Fringe + Overhead	Labor + Fringe + Overhead	Fee (10%)	Total
$ 50							$ 77								$ 48	$ 75	$ 44	$ 66	$ 35						
-	37	$ 2,445	$ 4,157	$ 6,602	$ 660	$ 7,262	80	80	$ 6,160	$ 2,930	$ 2,466	$ 11,556	$ 1,156	$ 12,711	-	28				28	$ 2,100	$ 2,982	$ 5,082	$ 508	$ 5,590
-	-	$ -	$ -	$ -	$ -	$ -	-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-				-	$ -	$ -	$ -	$ -	$ -
-	-	$ -	$ -	$ -	$ -	$ -	-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-				-	$ -	$ -	$ -	$ -	$ -
-	-	$ -	$ -	$ -	$ -	$ -	-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-				-	$ -	$ -	$ -	$ -	$ -
-	10	$ 550	$ 935	$ 1,485	$ 149	$ 1,634	20	20	$ 1,540	$ 732	$ 616	$ 2,889	$ 289	$ 3,178	-	-		102		102	$ 6,732	$ 9,559	$ 16,291	$ 1,629	$ 17,921
-	-	$ -	$ -	$ -	$ -	$ -	20	20	$ 1,540	$ 732	$ 616	$ 2,889	$ 289	$ 3,178	-	-				-	$ -	$ -	$ -	$ -	$ -
-	-	$ -	$ -	$ -	$ -	$ -	-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-				-	$ -	$ -	$ -	$ -	$ -
-	-	$ -	$ -	$ -	$ -	$ -	-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-				-	$ -	$ -	$ -	$ -	$ -
55	113	$ 6,010	$ 10,302	$ 16,362	$ 1,636	$ 17,998	-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-		102		102	$ 6,732	$ 9,559	$ 16,291	$ 1,629	$ 17,921
-	-	$ -	$ -	$ -	$ -	$ -	-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-				-	$ -	$ -	$ -	$ -	$ -
-	-	$ -	$ -	$ -	$ -	$ -	-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-				-	$ -	$ -	$ -	$ -	$ -
20	40	$ 2,100	$ 3,570	$ 5,670	$ 567	$ 6,237	-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-	60			60	$ 3,960	$ 5,623	$ 9,583	$ 958	$ 10,542
-	-	$ -	$ -	$ -	$ -	$ -	60	60	$ 4,620	$ 2,197	$ 1,849	$ 8,667	$ 867	$ 9,533	-	-	130			130	$ 8,580	$ 12,184	$ 20,764	$ 2,076	$ 22,840
-	-	$ -	$ -	$ -	$ -	$ -	-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-	28			28	$ 1,848	$ 2,624	$ 4,472	$ 447	$ 4,919
-	-	$ -	$ -	$ -	$ -	$ -	20	20	$ 1,540	$ 732	$ 616	$ 2,889	$ 289	$ 3,178	-	-				-	$ -	$ -	$ -	$ -	$ -
-	-	$ -	$ -	$ -	$ -	$ -	-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-				-	$ -	$ -	$ -	$ -	$ -
40	50	$ 2,550	$ 4,335	$ 6,885	$ 689	$ 7,574	60	60	$ 4,620	$ 2,197	$ 1,849	$ 8,667	$ 867	$ 9,533	-	-			100	100	$ 3,500	$ 4,970	$ 8,470	$ 847	$ 9,317
-	-	$ -	$ -	$ -	$ -	$ -	40	40	$ 3,080	$ 1,465	$ 1,233	$ 5,778	$ 578	$ 6,356	-	-			100	100	$ 3,500	$ 4,970	$ 8,470	$ 847	$ 9,317
-	-	$ -	$ -	$ -	$ -	$ -	20	20	$ 1,540	$ 732	$ 616	$ 2,889	$ 289	$ 3,178	-	-			49	49	$ 1,680	$ 2,386	$ 4,066	$ 407	$ 4,472
-	20	$ 1,250	$ 2,125	$ 3,375	$ 338	$ 3,713	50	50	$ 3,850	$ 1,831	$ 1,541	$ 7,222	$ 722	$ 7,944	40	-				40	$ 2,720	$ 3,862	$ 6,582	$ 658	$ 7,241
-	-	$ -	$ -	$ -	$ -	$ -	30	30	$ 2,310	$ 1,099	$ 925	$ 4,333	$ 433	$ 4,767	28	-				28	$ 1,904	$ 2,704	$ 4,608	$ 461	$ 5,068
-	-	$ -	$ -	$ -	$ -	$ -	-	-	$ -	$ -	$ -	$ -	$ -	$ -	-	-				-	$ -	$ -	$ -	$ -	$ -
-															-	-									
115	278	$ 14,985	$ 25,424	$ 40,377	$ 4,038	$ 44,414	405	400	$ 30,800	$ 14,648	$ 12,327	$ 57,775	$ 5,778	$ 63,555	68	28	218	204	248	746	$ 49,254	$ 61,424	$ 104,680	$ 10,468	$ 115,147
						$ -								$ -											
						$ -								$ -											$ -
																									$ 1,500
						8.6%								9.4%											17.2%

San Bernardino Line Infrastructure Improvement Strategic Plan
HDR Engineering, Inc.

HDR

SGA									VA											
Project Principal	Project Manager	Administrative	Total Hours	Total Labor (Commercial Rates)	Fringe + Overhead	Labor + Fringe + Overhead	Fee (10%)	Total	Senior Management Staff	Senior Technical Staff	Mid-Level Technical Staff	Junior Technical Staff	Total Hours	Total Labor	Fringe + Overhead	Labor + Fringe + Overhead	Fee (10%)	Total	Total Hours	Total
$ 300	$ 250	$ 200							$ 80	$ 55	$ 45	$ 40								
60		-	60	$ 18,000	$ -	$ 18,000	$ -	$ 18,000	60	30		-	90	$ 6,450	$ 8,482	$ 14,932	$ 1,493	$ 16,425	497	$ 94,630
-		-	-	$ -	$ -	$ -	$ -	$ -	-			-	-	$ -	$ -	$ -	$ -	$ -	94	$ 9,259
-		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	72	$ 9,786
-		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	38	$ 6,705
		40	40	$ 8,000	$ -	$ 8,000	$ -	$ 8,000												
-		-	-	$ -	$ -	$ -	$ -	$ -				40	40	$ 1,600	$ 2,104	$ 3,704	$ 370	$ 4,074	318	$ 45,358
-		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	128	$ 23,741
												-	-	$ -	$ -	$ -	$ -	$ -	-	$ -
-		-	-	$ -	$ -	$ -	$ -	$ -	20	40	60	-	120	$ 6,500	$ 8,548	$ 15,048	$ 1,505	$ 16,552	222	$ 34,473
-		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	113	$ 17,998
-		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	190	$ 31,311
-		-	-	$ -	$ -	$ -	$ -	$ -		20	60	-	80	$ 3,800	$ 4,997	$ 8,797	$ 880	$ 9,677	274	$ 40,039
-		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	322	$ 55,673
-		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	70	$ 12,166
-		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	94	$ 14,965
-		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	30	$ 6,474
-		-	-	$ -	$ -	$ -	$ -	$ -		20	40	-	60	$ 2,900	$ 3,814	$ 6,714	$ 671	$ 7,385	490	$ 62,900
-		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	246	$ 33,251
25	100	-	125	$ 32,500	$ -	$ 32,500	$ -	$ 32,500				-	-	$ -	$ -	$ -	$ -	$ -	279	$ 57,896
	40	-	40	$ 10,000	$ -	$ 10,000	$ -	$ 10,000	20	20		-	40	$ 2,700	$ 3,551	$ 6,251	$ 625	$ 6,876	404	$ 49,743
-		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	158	$ 26,567
-		-	-	$ -	$ -	$ -	$ -	$ -				-	-	$ -	$ -	$ -	$ -	$ -	16	$ 3,688
85	140	40	245	$ 48,500	$ -	$ 48,500	$ -	$ 48,500	100	130	140	40	420	$ 23,950	$ 31,494	$ 55,444	$ 5,544	$ 60,989	4,077	$ 659,045
								$ 2,004										$ -		$ 3,454
								$ -										$ -		$ 15,253
								10.4%										9.0%		

ATTACHMENT B

LACMTA Funding Agreement #MOU.MRSCCRA06 with SCRRA

MEASURE R FUNDING AGREEMENT
PLANNING STUDY

This Funding Agreement ("FA") is dated for reference purposes only August 16, 2013, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the Southern California Regional Rail Authority ("Grantee") for Grantee's costs associated with the Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan ([San Bernardino Line Study], LACMTA Project ID# MR460065 Task 01.02 and FTIP# LA0G984, the "Project"). This Project is eligible for funding under Line 45 of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the LACMTA Board, at its July 26, 2012 meeting, programmed up to $1,000,000 in Measure R Funds for the Project, subject to the terms and conditions contained in this FA.

WHEREAS, based upon Grantee's scope of work and cost estimate of $30,000 for Grantee's project oversight, and $677,752 in consultant cost, the total cost of the Project is $707,752. The Funds are currently programmed for the Project as follows: $707,752 in Measure R Funds in FY 2012-13.

WHEREAS, through separate agreement with San Bernardino Associated Governments (SANBAG), SANBAG will reimburse LACMTA for 40% of the costs associated with the total Project, not to exceed $707,752.

WHEREAS, the Funds are currently programmed as follows: $30,000 in Measure R Funds in FY 2012-13. The total designated to Grantee for the Project is $30,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan Guidelines
   Attachment B1 – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Reporting and Expenditure Guidelines
7. Attachment D1 – Monthly Progress Report
8. Attachment D2 – Quarterly Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet

10. Attachment F – Special Grant Conditions
11. Attachment G – Bond Requirements
12. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: 9/27/13
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____ Date: 9/13/13
Deputy

GRANTEE:

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By: _____ Date: 9-19-13
Michael DePallo
Chief Executive Officer

APPROVED AS TO FORM:

By: _____ Date: 9/19/13
Don O. Del Rio
General Counsel

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): San Bernardino Line Infrastructure Improvement Strategic Plan. LACMTA Project ID# MR460065 Task 01.02 and FTIP# LA0G984 .

2. Grant Funds:

   2.1 Programmed Funds for this Project consist of the following: Measure R Funds.

   2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $30,000 (the "Funds") for the Project. LACMTA Board of Directors' action of July 26, 2012 granted the Measure R Funds for the Project. The Funds are programmed over Fiscal Year (FY) 2012-13 only.

3. This grant shall be paid on a reimbursement basis. Grantee must provide the appropriate supporting documentation with the Monthly Progress Report and the Quarterly Expenditure Report. Grantee Funding Commitment if applicable must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the Grantee Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. Grantee shall submit annually to LACMTA no later than December 31st an update to Attachment B1 for review by LACMTA for budget and programming purposes. Acceptance of any changes to the document will be conveyed by amendment to this FA. Payments under this agreement shall be consistent with Attachment B1 as revised from time to time.

6. **Attachment C** is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind

schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below.

7. No changes to this FA, including but not limited to the Funds; and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** - the Reporting & Expenditure Guidelines; Grantee shall complete the "Monthly Progress Report and the Quarterly Expenditure Report." The Monthly Progress and Quarterly Expenditure Report are attached to this FA as Attachments D1 and D2 in accordance with Attachment D - Reporting and Expenditure Guidelines.

9. **Attachment E** the "FTIP PROJECT SHEET (PDF)" is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at http://program.metro.net. All projects that receive funding through Measure R must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Grantee shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Grantee will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Grantee is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Grantee fail to meet this date, it may affect Grantee's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) Expenditure Plan, or (v) Special Grant Conditions shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by Grantee and approved by LACMTA in writing. Non-material changes are those changes, which do not affect the grant amount, or its schedule, Project Funding, Financial Plan, the Scope of Work, including its schedule.

11. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Jay Fuhrman, Mail Stop 99-14
(213) 922-2810
fuhrmanj@metro.net

12. Grantee's Address:

Southern California Regional Rail Authority
279 E. Arrow Hwy., Suite 101
San Dimas, CA 91773
Attention: Andy Althorp
PHONE: 909.394.3520
EMAIL: althorpa@scrra.net

13. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as Attachment G to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the date this FA is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA is executed shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENDED OR TERMINATION

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 6.1 of this FA, and other documents as required, shall satisfy LACMTA invoicing requirements.

Send invoice with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

Re: LACMTA Project ID# MR460065 Task 01.02 and FA: #MOU.MRSCRRA06
Project Manager: Jay Fuhrman, mail stop 99-18

4. USE OF FUNDS:

4.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and Grantee for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, Grantee shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides Grantee with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law as appropriate. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. Grantee staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: Grantee shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to Grantee Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Report. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. Grantee must provide detailed supporting documentation with its Monthly Progress and Quarterly Expenditure Report. Grantee Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

6.1 Grantee shall submit the Monthly Progress Report (Attachment D1) within seven (7) days from the last day of each month and submit the Quarterly Expenditure Report (Attachment D2) within sixty (60) days after the close of each quarter on the last day of

the months November, February, May and August. Should Grantee fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, Grantee will still be required to submit the Monthly Progress and Quarterly Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds **$500,000** in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for Grantee's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for Grantee's contractors, consultants and suppliers expenditures submitted to LACMTA through Grantee's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

6.3 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of Grantee and its contractors related to the Project, and shall be allowed to interview any employee of Grantee and its contractors through final payment to the extent reasonably practicable.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 Grantee shall be responsible for ensuring all contractors/subcontractors for the Project comply with the terms of the Ordinance. Grantee shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 Grantee shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subparagraph 31 (whichever is applicable) and the terms and conditions of this FA.

6.10 Grantee shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subparagraph 31(whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one time only grant of the Measure R Funds are subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS:

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 Grantee shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Grantee may request additional Measure R funds from the Metrolink Capital Improvement Subfund, subject to LACMTA Board approval. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 Grantee shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by Grantee prior to the execution of this FA (prior to the LACMTA Chief Executive Officer's signature) shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.

8.5 If Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, Grantee Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

9.1 Grantee must demonstrate timely use of the Funds by:

(i) executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Plans, Specifications and Estimates (PS&E) must begin within **six (6) months** from completion of environmental clearance, if appropriate; and

(iii) Work shall be delivered in accordance with schedule, changes to the schedule will require an Amendment **to Attachment C to** reflect updated milestone dates. Meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in Attachment C (Scope of Work) of this FA.

(iv) submitting the Monthly Progress and Quarterly Expenditure Report as described in Part II, Section 6.1 of this FA; and

(v) expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2012-13 are subject to lapse by June 30, 2017.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, which may require that any reprogrammed funds be returned to the sub-region. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT:

A Default under this FA is defined as any one or more of the following: (i) Grantee fails to comply with the terms and conditions contained herein; or (ii) Grantee fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES:

11.1 In the event of a Default by Grantee, LACMTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further

disbursements of Funds to Grantee; and/or (iii) LACMTA may recover from Grantee any Funds disbursed to Grantee as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of Grantee.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS:

12.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

12.4 Grantee shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section. Grantee failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS:

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority.

13.2 Grantee is obligated, to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to Grantee Funding Commitment ratio) shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this FA. Grantee shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Grantee's obligations under this FA; or (iii) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 Grantee shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 Grantee agrees that the applicable requirements of this FA shall be included in every contract entered into by Grantee or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 Grantee shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Grantee ceases to use the software/ITS for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

13.12 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of **Attachment F-1**. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.13 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.14 Grantee will advise LACMTA prior to any key Project staffing changes.

13.15 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.16 Grantee in the performance of the work described in this FA is not a contractor nor an agent or employee of LACMTA. Grantee attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA # MOU.MRSCRRA06

Project Title: Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan (San Bernardino Line Study) Project#:MR460065

PROGRAMMED BUDGET - SOURCES OF FUNDS

(ACTUAL $$$)

SOURCES OF FUNDS	FY2010-11	FY2011-12	FY2012-13	FY2013-14	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING						
MEASURE R 3% FUNDS (9/22/11 Board action) **			$ 30,000		$ 30,000	100%
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	$ -	$ -	$ 30,000	$ -	$ 30,000	100%
OTHER SOURCES OF FUNDING:						
** Note: 40% of costs to reimbursed to LACMTA via separate agreement with SANBAG						
OTHER FUNDING SUBTOTAL	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROJECT FUNDS	$ -	$ -	$ 30,000	$ -	$ 30,000	100%

ATTACHMENT B
EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

o The estimated total cost for each project and program and/or each project or program activity;

o Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;

o The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,

o The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

o Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;

o A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;

o Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;

o A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

o An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;

o The expected completion by month and year of project or program completion.

ATTACHMENT B
EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

Below is an excerpt of AB 2321 (2008, Feuer) the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA # MOU.MRSCRRA06

Project Title: Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan (San Bernardino Line Study) Project#:MR460065

PROGRAMMED SOURCES OF FUNDS

(ACTUAL $$$)

SOURCES OF FUNDS	FY 2013-14 Qtr 1	FY 2013-14 Qtr 2	FY 2013-14 Qtr 3	FY 2013-14 Qtr 4					TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R 3% FUNDS:									
PAED	$7,500	$7,500	$7,500	$7,500					$30,000
PS&E									
RW Support									
Const. Support									
RW									
Construction									
Total MEASURE R 3%	$7,500	$7,500	$7,500	$7,500					$30,000
PAED									
PS&E									
RW Support									
Const. Support									
RW									
Construction									
									$0
PAED									
PS&E									
RW Support									
Const. Support									
RW									
Construction									
									$0
PS&E									
RW Support									
Const. Support									
RW									
Construction									
									$0
SUM PROG LACMTA FUNDS:	$7,500	$7,500	$7,500	$7,500	$0	$0	$0	$0	$30,000
OTHER NON LACMTA FUNDING:									
SCRRA FUNDS:									
PAED									
PS&E									
RW Support									
Const. Support									
RW									
Construction									
Total SCRRA	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING FY11-FY12	$7,500	$7,500	$7,500	$7,500	$0	$0	$0	$0	$30,000
SUMMARY OF ALL FUNDS									
PAED	$7,500	$7,500	$7,500	$7,500	$0	$0	$0	$0	$30,000
PS&E	$0	$0	$0	$0	$0	$0	$0	$0	$0
RW Support	$0	$0	$0	$0	$0	$0	$0	$0	$0
Const. Support	$0	$0	$0	$0	$0	$0	$0	$0	$0
RW	$0	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL MILESTONES	$7,500	$7,500	$7,500	$7,500	$0	$0	$0	$0	$30,000
SUM PROG LACMTA FUNDS	$7,500	$7,500	$7,500	$7,500	$0	$0	$0	$0	$30,000
SUM NON-LACMTA FUNDS	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT FUNDING	$7,500	$7,500	$7,500	$7,500	$0	$0	$0	$0	$30,000

ATTACHMENT C
SCOPE OF WORK

Development Project
For the
Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan
(San Bernardino Line Study)

PROJECT TITLE: Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan

PROJECT LOCATION:

The project is located on the Metrolink San Bernardino Line, which travels between downtown Los Angeles and downtown San Bernardino.

PROJECT LIMITS:

The project is on the San Gabriel subdivision between Milepost MP .09 (Padadena Juntion) and Milepost MP 56.5 (San Bernardino)

PROJECT PURPOSE:

The purpose of this project is to identify opportunities to upgrade the existing Metrolink San Bernardino Line to improve pasenger rail safety and capacity between Los Angeles and San Bernardino. Ultimately, LACMTA would like to increase the average train speeds, reduce travel times, and enhance the overall capacity of the line and operate more service. These service modifications and increases will also help to address anticipated 2020 and 2035 scenarios for future grown in population along the corridor, and demand for more service along the corridor. Where needed, LACMTA would like to improve the overall safety along the rail corridor.

PROJECT BACKGROUND:

The San Bernardino Line is the highest volume line opeated by Metrolink, with 12,000+ weekday boardings operated on 42 trips. As owner of the ROW in Los Angeles County, Metro has hired a consultant team to analyze the line to identify safety and infrastructurre improvements required to increase the average train speed, reduce travel times, and enhance the overall capacity of the line and operate more service. An overall funding and phasing strategy will be developed to implement the proposed improvements. Metrolink staff will be involved in the project and will provide valuable input on operational and dispatching issues, modeling input and technical input on proposed capacity improvements and modifications and increases to service. Forty percent of the costs will be reimbused to LACMTA by San Bernardino Asscociated Governments (SANBAG), which owns the ROW in San Bernardino County.

PROJECT SCOPE:

Metrolink staff will attend meetings, provide input on technical issues, modeling efforts, review plans and other documents for impacts to Metrolink operations and particpate in team meetings as a stakeholder. Metrolink staff will cordinate and partipcate in hi-rail events, as needed, and provide overall technical input and recommendations as operator of the commuter rail service along the ROW.

ATTACHMENT C
SCOPE OF WORK

CONSULTANTS LIST:

1. Southern California Regional Rail Authority (GRANTEE)
2. HDR, Inc.

PROJECT COST ESTIMATE:

Pre-Design (Study)	$ 707,752
Design	$ -
Right of Way Engineering	$ -
Right of Way Acquisition	$ -
Project Coordination & Development	$ -
Total Project Cost	$ 707,752

PROJECT BUDGET:

METRO	$ -
GRANTEE	$ 30,000
HDR	$ 677,752
Total	$ 707,752

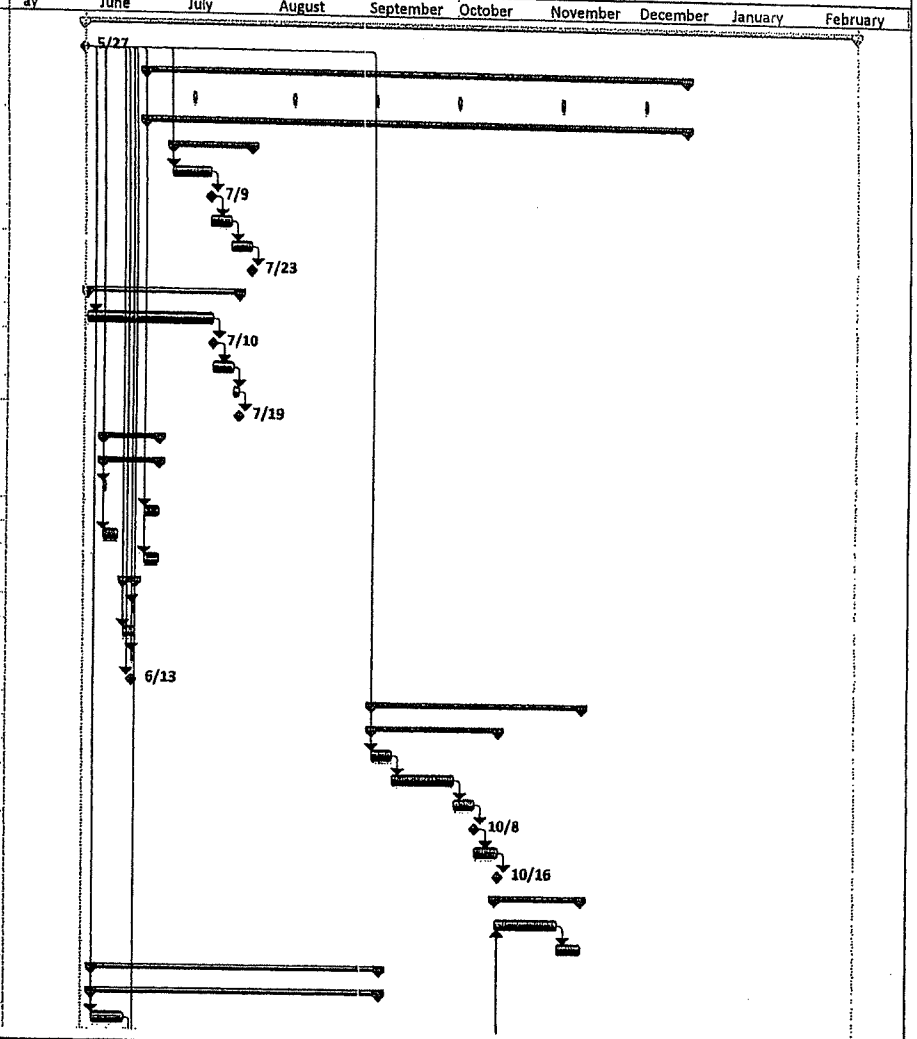
Proposed Milestones: The proposed implementation schedule for this project will be as follows:

MILESTONE:

	START DATE	COMPLETE DATE
(see attached schedule)		

LACMTA Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan

ID	Task Name	Duration	Start	Finish	Predecessors
0	LACMTA Metrolink San Bernardino Line Infrastructure Strategic Plan	177 days	Mon 5/27/13	Tue 2/11/14	
1	Notice to Proceed	0 days	Mon 5/27/13	Mon 5/27/13	
2	1.0 Project Management	125 days	Mon 6/17/13	Mon 12/16/13	
3	1.1 Project Meetings	104 days	Wed 7/3/13	Tue 12/3/13	
10	1.2 Project Reporting	125 days	Mon 6/17/13	Mon 12/16/13	
26	1.3 Project Work Plan	18 days	Wed 6/26/13	Tue 7/23/13	
27	1.3.1 Develop Project Work Plan	8 days	Wed 6/26/13	Mon 7/8/13	1FS+21 days
28	Submit for Agency Review	0 days	Tue 7/9/13	Tue 7/9/13	27
29	1.3.2 LACMTA, SANBAG & SCRRA Review of Project Work Plan	5 days	Tue 7/9/13	Mon 7/15/13	28
30	1.3.3 Revise Work Plan to Address Review Comment	5 days	Tue 7/16/13	Mon 7/22/13	29
31	Final Submittal	0 days	Tue 7/23/13	Tue 7/23/13	30
32	1.4 Project Schedule	37 days	Tue 5/28/13	Fri 7/19/13	
33	1.4.1 Develop Project Schedule	30 days	Tue 5/28/13	Tue 7/9/13	1
34	Submit for Agency Review	0 days	Wed 7/10/13	Wed 7/10/13	33
35	1.4.2 LACMTA, SANBAG & SCRRA Review of Project Schedule	5 days	Wed 7/10/13	Tue 7/16/13	34
36	1.4.3 Revise Schedule to Address Review Comments	2 days	Wed 7/17/13	Thu 7/18/13	35
37	Final Submittal	0 days	Fri 7/19/13	Fri 7/19/13	36
38	2.0 Initial Information Gathering and Outreach	15 days	Mon 6/3/13	Fri 6/21/13	
39	2.1 Data Gathering	15 days	Mon 6/3/13	Fri 6/21/13	
40	2.1.1 Conduct Site Visit	1 day	Mon 6/3/13	Mon 6/3/13	1FS+4 days
41	2.1.2 Review & Tabulate Data Provided by Agencies & Metrolink	5 days	Mon 6/17/13	Fri 6/21/13	1FS+14 days
42	2.1.3 Identify Data Needed to Perform the Study	5 days	Mon 6/3/13	Fri 6/7/13	1FS+4 days
43	2.1.4 Identify Environmental Constraints	5 days	Mon 6/17/13	Fri 6/21/13	1FS+14 days
44	2.2 Stakeholder Outreach	4 days	Mon 6/10/13	Thu 6/13/13	
45	2.2.1 Project Kickoff Meeting	1 day	Thu 6/13/13	Thu 6/13/13	1FS+12 days
46	2.2.2 Develop a Matrix of Existing & Proposed Improvement	4 days	Mon 6/10/13	Thu 6/13/13	1FS+9 days
47	2.2.3 Meetings with Stakeholders	1 day	Thu 6/13/13	Thu 6/13/13	1FS+12 days
48	2.3 Mapping (If Deemed Necessary by LACMTA)	0 days	Thu 6/13/13	Thu 6/13/13	1FS+12 days
49	3.0 Safety Enhancements	49 days	Tue 9/3/13	Tue 11/12/13	
50	3.1 Grade Crossing Enhancement	30 days	Tue 9/3/13	Wed 10/16/13	
51	3.1.1 Review Existing Grade Crossing	5 days	Tue 9/3/13	Mon 9/9/13	1FS+68 days
52	3.1.2 Identify Conceptual Enhancements in the Report	15 days	Tue 9/10/13	Mon 9/30/13	51
53	3.1.3 QA/QC Review of Conceptual Enhancements	5 days	Tue 10/1/13	Mon 10/7/13	52
54	Submit for Agency Review	0 days	Tue 10/8/13	Tue 10/8/13	53
55	3.1.4 LACMTA, SANBAG & SCRRA Review of Enhancements	5 days	Tue 10/8/13	Tue 10/15/13	54
56	Final Submittal	0 days	Wed 10/16/13	Wed 10/16/13	55
57	3.2 Right-of-Way Security	20 days	Tue 10/15/13	Tue 11/12/13	
58	3.2.1 Identify Limits of New Right of Way Security	15 days	Tue 10/15/13	Mon 11/4/13	80
59	3.2.2 QA/QC Review of New Right of Way Security	5 days	Tue 11/5/13	Tue 11/12/13	58
60	4.0 Modeling	68 days	Fri 5/31/13	Thu 9/5/13	
61	4.1 Develop Operational Model	68 days	Fri 5/31/13	Thu 9/5/13	
62	4.1.1 Develop Operations Model	7 days	Fri 5/31/13	Mon 6/10/13	1FS+3 days

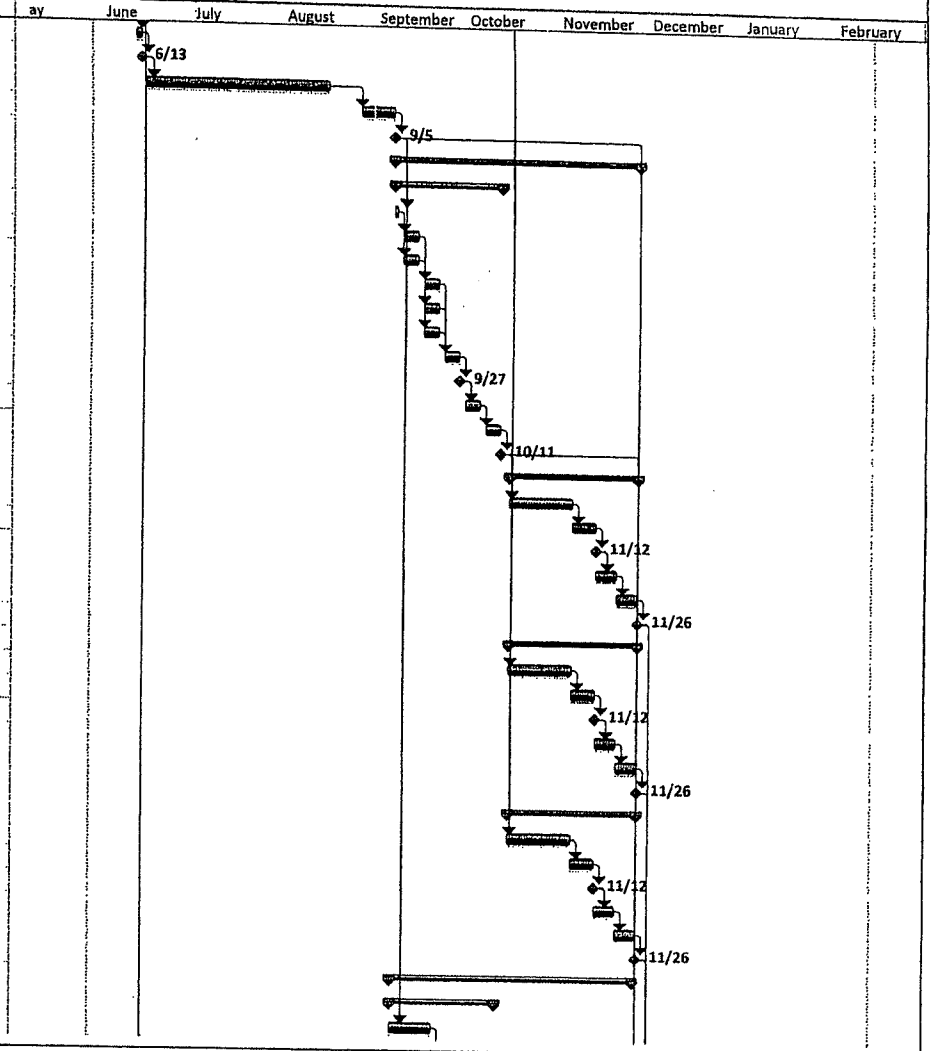


Project: LACMTA Metrolink San B
Date: Fri 8/30/13

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline | Progress

LACMTA Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan

ID	Task Name	Duration	Start	Finish	Predecessors
63	4.1.2 QA/QC of Operations Model	2 days	Tue 6/11/13	Wed 6/12/13	62
64	Submit for Agency Review	0 days	Thu 6/13/13	Thu 6/13/13	63
65	4.1.3 LACMTA, SANBAG & SCRRA Review of Operations Mode	43 days	Fri 6/14/13	Wed 8/14/13	64
66	4.1.4 Revise Model to Incorporate Feedback from Agencies	8 days	Mon 8/26/13	Thu 9/5/13	65FS+7 days
67	Final Submittal	0 days	Thu 9/5/13	Thu 9/5/13	66
68	5.0 Infrastructure Improvements	56 days	Fri 9/6/13	Tue 11/26/13	
69	5.1 Develop Conceptual Drawings for Alternatives	26 days	Fri 9/6/13	Fri 10/11/13	
70	5.1.1 Identify Locations of Double/Triple Track for Alternatives	1 day	Fri 9/6/13	Fri 9/6/13	67
71	5.1.2 Identify Environmental Constraints for Alternatives	5 days	Mon 9/9/13	Fri 9/13/13	70
72	5.1.3 Identify Curve Improvements for Alternatives	5 days	Mon 9/9/13	Fri 9/13/13	70
73	5.1.4 Identify Locations of Special Trackwork for Alternatives	5 days	Mon 9/16/13	Fri 9/20/13	71,72
74	5.1.5 Identify Signal Impacts and New Signals for Alternatives	5 days	Mon 9/16/13	Fri 9/20/13	72
75	5.1.6 Identify Station Improvements for Alternatives	5 days	Mon 9/16/13	Fri 9/20/13	72
76	5.1.7 QA/QC Review of Drawings for Alternative	5 days	Mon 9/23/13	Fri 9/27/13	73,74,75
77	Submit for Agency Review	0 days	Fri 9/27/13	Fri 9/27/13	76
78	5.1.8 LACMTA, SANBAG & SCRRA Review of Alternatives	5 days	Mon 9/30/13	Fri 10/4/13	77
79	5.1.9 Revise Drawings to Incorporate Feedback from Agencies	5 days	Mon 10/7/13	Fri 10/11/13	78
80	Final Submittal	0 days	Fri 10/11/13	Fri 10/11/13	79
81	5.2 Develop Schematic Plans for Preferred Alternative(s)	30 days	Tue 10/15/13	Tue 11/26/13	
82	5.2.1 Develop Schematic Alignment Improvement Plans	15 days	Tue 10/15/13	Mon 11/4/13	80
83	5.2.2 QA/QC of Schematic Alignment Improvement Plans	5 days	Tue 11/5/13	Tue 11/12/13	82
84	Submit for Agency Review	0 days	Tue 11/12/13	Tue 11/12/13	83
85	5.2.3 LACMTA, SANBAG & SCRRA Review of Plans	5 days	Wed 11/13/13	Tue 11/19/13	84
86	5.2.4 Revise Plans to Incorporate Feedback from Agencies	5 days	Wed 11/20/13	Tue 11/26/13	85
87	Final Submittal	0 days	Tue 11/26/13	Tue 11/26/13	86
88	5.3 Develop Typical Drawings for Preferred Alternative(s)	30 days	Tue 10/15/13	Tue 11/26/13	
89	5.3.1 Develop Typical Drawings	15 days	Tue 10/15/13	Mon 11/4/13	80
90	5.3.2 QA/QC of Typical Drawings	5 days	Tue 11/5/13	Tue 11/12/13	89
91	Submit for Agency Review	0 days	Tue 11/12/13	Tue 11/12/13	90
92	5.3.3 LACMTA, SANBAG & SCRRA Review of Drawings	5 days	Wed 11/13/13	Tue 11/19/13	91
93	5.3.4 Revise Drawings to Incorporate Feedback from Agencies	5 days	Wed 11/20/13	Tue 11/26/13	92
94	Final Submittal	0 days	Tue 11/26/13	Tue 11/26/13	93
95	5.4 Develop Summary Discussion of Issues & Improvements	30 days	Tue 10/15/13	Tue 11/26/13	
96	5.4.1 Develop Summary Discussion of Issues & Improvements	15 days	Tue 10/15/13	Mon 11/4/13	80
97	5.4.2 QA/QC of Summary Discussion of Issues & Improvements	5 days	Tue 11/5/13	Tue 11/12/13	96
98	Submit for Agency Review	0 days	Tue 11/12/13	Tue 11/12/13	97
99	5.4.3 LACMTA, SANBAG & SCRRA Review of Summary	5 days	Wed 11/13/13	Tue 11/19/13	98
100	5.4.4 Revise Summary to Incorporate Feedback from Agencies	5 days	Wed 11/20/13	Tue 11/26/13	99
101	Final Submittal	0 days	Tue 11/26/13	Tue 11/26/13	100
102	6.0 Conceptual Cost Estimates and Phased Approach	55 days	Fri 9/6/13	Mon 11/25/13	
103	6.1 Develop Conceptual Cost Estimates for Alternatives	25 days	Fri 9/6/13	Thu 10/10/13	
104	6.1.1 Develop Conceptual Cost Estimates for Alternatives	10 days	Fri 9/6/13	Thu 9/19/13	67

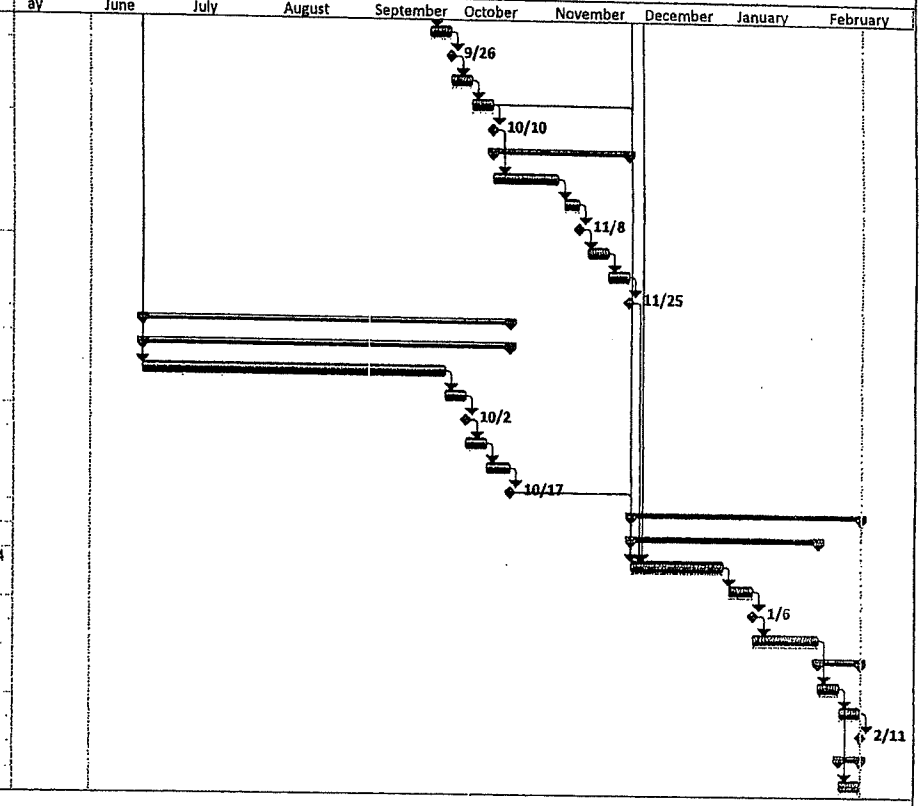


Project: LACMTA Metrolink San B
Date: Fri 8/30/13

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline | Progress

LACMTA Metrolink San Bernardino Line Infrastructure Improvement Strategic Plan

ID	Task Name	Duration	Start	Finish	Predecessors
105	6.1.2 QA/QC of Conceptual Cost Estimates for Alternatives	5 days	Fri 9/20/13	Thu 9/26/13	104
106	Submit for Agency Review	0 days	Thu 9/26/13	Thu 9/26/13	105
107	6.1.3 LACMTA, SANBAG & SCRRA Review of Cost Estimates	5 days	Fri 9/27/13	Thu 10/3/13	106
108	6.1.4 Revise Conceptual Cost Estimate of Final Alternative(s)	5 days	Fri 10/4/13	Thu 10/10/13	107
109	Final Submittal of Conceptual Cost Estimate of Final Alternative(s	0 days	Thu 10/10/13	Thu 10/10/13	108
110	6.2 Develop Phasing Plan for Preferred Alternative(s	30 days	Fri 10/11/13	Mon 11/25/13	
111	6.2.1 Develop Phasing Plan for Preferred Alternative(s)	15 days	Fri 10/11/13	Fri 11/1/13	109
112	6.2.2 QA/QC of Phasing Plan for Preferred Alternative(s)	5 days	Mon 11/4/13	Fri 11/8/13	111
113	Submit for Agency Review	0 days	Fri 11/8/13	Fri 11/8/13	112
114	6.2.3 LACMTA, SANBAG & SCRRA Review of Phasing Plan	5 days	Tue 11/12/13	Mon 11/18/13	113
115	6.2.4 Revise Phasing to Incorporate Feedback from Agencies	5 days	Tue 11/19/13	Mon 11/25/13	114
116	Final Submittal	0 days	Mon 11/25/13	Mon 11/25/13	115
117	7.0 Prioritization Strategy	86 days	Fri 6/14/13	Thu 10/17/13	
118	7.1 Develop Prioritization Strategy	86 days	Fri 6/14/13	Thu 10/17/13	
119	7.1.1 Develop Prioritization Strategy	71 days	Fri 6/14/13	Tue 9/24/13	1FS+13 days
120	7.1.2 QA/QC of Prioritization Strategy	5 days	Wed 9/25/13	Tue 10/1/13	119
121	Submit for Agency Review	0 days	Wed 10/2/13	Wed 10/2/13	120
122	7.1.3 LACMTA, SANBAG & SCRRA Review of Phasing Plan	5 days	Wed 10/2/13	Tue 10/8/13	121
123	7.1.4 Revise Phasing to Incorporate Feedback from Agencies	5 days	Wed 10/9/13	Wed 10/16/13	122
124	Final Submittal	0 days	Thu 10/17/13	Thu 10/17/13	123
125	8.0 Preparation of Final Report and Presentation	50 days	Wed 11/27/13	Tue 2/11/14	
126	8.1 Develop Draft Report	40 days	Wed 11/27/13	Tue 1/28/14	
127	8.1.1 Develop Draft Report	20 days	Wed 11/27/13	Fri 12/27/13	67,80,87,94,101,108,116,124
128	8.1.2 QA/QC of Draft Report	5 days	Mon 12/30/13	Mon 1/6/14	127
129	Submit for Agency Review	0 days	Mon 1/6/14	Mon 1/6/14	128
130	8.1.3 LACMTA, SANBAG & SCRRA Review of Draft Report	15 days	Tue 1/7/14	Tue 1/28/14	129
131	8.2 Develop Final Report	10 days	Wed 1/29/14	Tue 2/11/14	
132	8.2.1 Revise Report to Incorporate Feedback from Agencies	5 days	Wed 1/29/14	Tue 2/4/14	130
133	8.2.2 QA/QC of Final Report	5 days	Wed 2/5/14	Tue 2/11/14	132
134	Final Submittal	0 days	Tue 2/11/14	Tue 2/11/14	133
135	8.3 Develop Board Presentation	5 days	Wed 2/5/14	Tue 2/11/14	
136	8.3.1 Develop Board Presentation	5 days	Wed 2/5/14	Tue 2/11/14	132



Project: LACMTA Metrolink San B
Date: Fri 8/30/13

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline | Progress

San Bernardino Line Infrastructure Improvement Strategic Plan

Metro / SCRRA MOU - SCRRA Proposed Estimate

Task	Hours	Fully Burdened Rate $/hr	Cost $
1) Meetings and Conference Calls	40	200	8,000
2) Review of Reports and Drawings	40	200	8,000
3) Program Management / Administration	10	150	1,500
4) PM Reports	10	200	2,000
5) Hi-rail	8	150	1,200
6) Flagging	5 shifts	$1200/shift	6,000
Sub-total			**$26,700**
10% Contingency			2,670
TOTAL			**$29,370**

FA MEASURE R PROGRAM - ATTACHMENT D

REPORTING & ADMINISTRATIVE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D1) is required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit a quarterly report to the LACMTA at **P.O. Box 512296, Los Angeles, CA 90051-0296.** Please note that letters or other forms of documentation may **not** be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.

- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	Report Due Date
July –September	30-Nov
October - December	28-Feb
January - March	31-May
April - June	31-Aug

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (MOU Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his designee.

- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the Grantee for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the Grantee prior to the execution of the MOU, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her designee.
- The MOU is considered executed when the LACMTA Chief Executive Officer or her designee signs the document.

DEFINITIONS

- Local Participation: Where local participation consists of "in-kind" contributions rather than funds, the following contributions may be included:

- Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.

- Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
- Donations of volunteer services dedicated to the project.

- A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.

- In-eligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered in eligible.

Los Angeles Metropolitan Transportation Authority

2013 Federal Transportation Improvement Program ($000)

TIP ID LA0G984 | Implementing Agency **Los Angeles County MTA**

Project Description: Feasibility study on the Metrolink San Bernardino Line to develop an Infrastructure Improvement Strategic Plan towards increased capacity on the Line. The Project is in the L.A. and San Bernardino Counties.

SCAG RTP Project #:
Study:N/A Is Model: Model #:
PM: Jay Fuhrman - (213) 922-2810
Email: fuhrmanj@metro.net
LS: N LS GROUP#:
Conformity Category:

System :Transit Route : Postmile: Phase: No Project Activity Completion Date 01/22/2014

Transit Rt: Transit Mode: Fare: Trans Fee: Prk Ride Loc: Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 01/22/2014

Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region:

Headway Peak: Headway OP: Stop Time : Parking $: Stop Dist: CTIPS ID: EA #: PPNO:

Program Code: PLN40 - PLANNING Stop Loc:

	PHASE	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL
MR03 - Measure R 3% Metrolink Capital	PE			$1,000						$1,000
	RW			$0						$0
	CON			$0						$0
	SUBTOTAL			$1,000						$1,000

TOTAL PE: $1,000 **TOTAL RW: $0** **TOTAL CON: $0**

- **General Comment:** new planning project See attached for the Measure R funding plan (Attachment A).
- **Modeling Comment:**
- **TCM Comment:**
- **Narrative:** New Project

MR03:
► Add funds in 13/14 in ENG for $1,000
Total project cost $1,000

Last Revised **Amendment 13-50 - Submitted** | Change reason:New project | Total Cost **$1,000**

Tuesday, August 27, 2013

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 17

Date: November 6, 2013

Subject: Amendment of Financial Commitment to the Southern California Regional Rail Authority for Fiscal Year 2013/2014

Recommendation:*

1. Approve an increase to the Fiscal Year 2013/2014 Southern California Regional Rail Authority operating assistance allocation in the amount of $19,000 from $11,442,000 to $11,461,000 using Valley Local Transportation Funds.

2. Approve deferring disbursement of Fiscal Year 2013/2014 Valley Local Transportation Funds to the Southern California Regional Rail Authority in an amount equal to the State Transit Assistance Funds being withheld by the State as a result of Southern California Regional Rail Authority not submitting their Fiscal Year 2011/2012 State Controller's Report in a timely manner.

Background: On April 26, 2013, the Southern California Regional Rail Authority (SCRRA) board authorized the release of the Fiscal Year 2013/2014 preliminary budget. Adoption of the final budget was scheduled for June 28, 2013, contingent upon each of the five (5) member agencies approving their financial contribution for the fiscal year. SANBAG staff presented the preliminary budget to Commuter Rail and Transit Committee on June 20, 2013, which was subsequently approved at the July 2013, SANBAG Board of Directors meeting. The final budget SCRRA approved at their June 28, 2013 Special Board of Directors varied from the preliminary budget resulting in the SANBAG operating assistance allocation being $19,000 higher. Recommendation No. 1 in this item is requesting approval of an updated member agency share of $11,461,000. The final amount approved by the SCRRA Board of Directors

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1311c-jrf

http://portal.sanbag.ca.gov/mgmt/workgroups/transit/transitagencies/metrolilnk/Budgets/SCRRA%202014%20Adopted%20Budget.pdf

decreased from the initial draft provided at the April 2013 SCRRA meeting, but has increased from what was initially approved by the SANBAG Board. Changes between the SCRRA draft budget developed in April 2013 and final budget include:

- 5% average fare increase (excluding student fares)
- 3% average merit increase for eligible staff
- Adjusting the $10 weekend pass to a weekend day pass
- Requiring Personal Care Attendants (PCAs) to purchase an ID card for $25 for the initial PCA, and $10 for each additional PCA
- Increasing weekday service on the 91 line by 2 round trips
- Increasing Sunday service on the Antelope Valley line by 3 round trips
- Begin utilization of the Eastern Maintenance Facility (EMF)

SANBAG has sufficient Valley Local Transportation Funds (LTF) available to fund the additional $19,000 subsidy requested in the final Fiscal Year 2013/2014 budget without adversely affecting the transit and rail program as it is currently constituted.

Recommendation No. 2 is in regards to the State Controller's Office withholding disbursement of a portion of the State Transit Assistance Funds (STAF) SANBAG receives due to SCRRA not submitting their Fiscal Year 2011/2012 State Controller's Report in a timely manner. SANBAG receives STAF under two formulas; population and operations. The operations portion is based on the amount of fare revenue each operator collects. The portion being withheld is associated with the fare revenue SCRRA reports. Staff is requesting approval to defer disbursement of Fiscal Year 2013/2014 Valley LTF to SCRRA in an amount equal to the STAF being withheld by the State in order to adjust for the reduced revenue. Upon disbursement of the STAF funds being withheld by the State, SANBAG will disburse any Valley LTF funds being deferred.

Financial Impact: There are sufficient funds in the Fiscal Year 2013/2014 budget as staff estimated $11,900,000 of Valley LTF funds for the SCRRA operating allocation when the budget was developed.

Reviewed By: This item was unanimously approved by the Commuter Rail and Transit Committee on October 17, 2013.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

Governments SANBAG Working Together

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1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: **18**

Date: November 6, 2013

Subject: Amendment No. 1 to Bikeway License Agreement No. C09121 to cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with the City of Redlands

Recommendation:* Approve Amendment No. 1 to Agreement No. C09121 with the City of Redlands granting an amendment to the Bikeway License Agreement on the Redlands Subdivision railroad right-of-way, City of Redlands between mile post 10.1 and 11.7.

Background: Between 1991 and 1993, San Bernardino Associated Governments (SANBAG) acquired the Baldwin Park branch line, the Pasadena Subdivision, and the Redlands branch line, all railroad rights-of-way, for its commuter rail program. Following the acquisition of these rail assets, in 1994, SANBAG contracted with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to provide property management services. During 2011, SANBAG went through a procurement process to bid the services provided by the LACMTA and on May 4, 2011, the Board awarded Contract No. C11206 to Epic Land Solutions.

Historically, the management services provided to SANBAG by LACMTA have included: environmental due diligence, management of leases, licenses and easements, weed abatement and trash removal, preparing agreements and licenses for utilities and street crossings of the right-of-way, and marketing surplus property. To expedite the provision of these services, SANBAG provided the

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1311a-mmm
Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C09121-01.docx

LACMTA power-of-attorney to handle these matters on SANBAG's behalf. SANBAG's rail assets portfolio includes approximately one-thousand fifty (1,050) licenses, leases, and agreements that generate roughly $400,000 in annual revenue. The revenues generated by SANBAG's rail assets are used to fund improvements related to the rail system. Examples of past projects include the restoration of the San Bernardino Depot, San Bernardino Parking Structure, and the restoration of the Upland Lemon Grower's Warehouse.

When SANBAG re-procured these services last year, SANBAG did not grant Epic Land Solutions, Inc. (Epic) power-of-attorney. Consequently, this Board action is required to authorize SANBAG to enter into or amend any new or existing license, lease, or agreement for the use of SANBAG's property.

The City of Redlands Bikeway License Agreement Amendment to C09121 to be granted will be for an at grade use of the property between Grove Street and Wabash Avenue on SANBAG's rail right-of-way property in the City of Redlands, approximately 8,448 lin. ft (1.6 miles). The use of the property will be for construction, maintenance and use as a bikeway and pedestrian walkway; along with associated landscaping and appurtenances.

This agreement was originally executed by LACMTA in January 2009; with a term of 20 years. The license does allow SANBAG to terminate the license with thirty (30) days prior written notice.

It is necessary to refine the boiler-plate license agreements. Staff is currently working with General Counsel to develop a policy governing future licenses, leases and agreements for SANBAG's right-of-way and property. Options would likely include a range from continuing to present each new or amended agreement to the Board for action or by creating boilerplate documents approved by the Board that could be executed by the Executive Director or his designee.

Financial Impact: Approval of this item will result in the payment of an $11,000 one-time administration fee to Epic Land Solutions, Inc. by the City of Redlands.

All fees will be collected by Epic on behalf of SANBAG and retained in the SANBAG rail assets trust account until the funds are transmitted to SANBAG's finance department. The revenue may be budgeted in subsequent Fiscal Years for projects that benefit SANBAG's rail systems/assets.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Bikeway License Agreement.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD1311a-mmm

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 09121 Amendment No. 01

By and Between

City of Redlands and San Bernardino Associated Governements

Contract Description Bikeway License on the Redlands Subdivision Mile Post 10.1

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve Amendment No. 1 to C09121 with the City of Redlands granting an amendment to the Bikeway license agreement on the Redlands Subdivision railroad right-of-way, City of Redlands between mile post 10.1 and 11.7;

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	0.00	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$	0.00	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	11,000.00	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	11,000.00	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	11,000.00

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
1/6/2009	12/31/2028	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0377.

☐ A Budget Amendment is required.

How are we funding current FY? Rail Assets

☐ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

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

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Monica M. Morales	Monica M Morales	10-9-13
Project Manager (Print Name)	Signature	Date
Mitch A. Alderman	M. A. Alderman	10/9/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	10/10/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		10/10/13
Contract Administrator (Print Name)	Signature	Date
W SHWARSKI		10/23/13
Chief Financial Officer (Print Name)	Signature	Date

CONTRACT NO: C09121
Amended and Restated License Agreement

By and Between

SAN BERNARDINO ASSOICATED GOVERNMENTS acting as the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

And

CITY OF REDLANDS

For

Bikeway License on the Redlands Subdivision Mile Post 10.1

AMENDED AND RESTATED LICENSE AGREEMENT

This AMENDED AND RESTATED LICENSE AGREEMENT ("Agreement") is made and entered into as of _____, 2013 by and between the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, acting in its capacity as the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION AND THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SANBAG"), and the **CITY OF REDLANDS** a municipal corporation, ("LICENSEE"), with reference to the following facts:

A. WHEREAS, The parties previously entered into Contract C09121, a License Agreement permitting a Bikeway to be built and maintained by Licensee along and across a specific portion of SANBAG's railroad right of way; and

B. WHEREAS, The parties now desire to modify and correct certain provisions of Contract C09121 and to restate the Agreement between them in all other respects.

Now therefore the parties, upon and in consideration of the agreements, covenants, terms and conditions below, agree that Contract C09121 is hereby amended and restated and therefore replaced with the following:

PART I

BASIC LICENSE PROVISIONS

1. Description of License Property: An at grade use of the property known as SANBAG's Redlands Subdivision right-of-way between Grove Street on the western extent, at Mile Post 10.1 and Wabash Avenue at the easterly extent at Mile Post 11.7, in the City of Redlands, County of San Bernardino, State of California, as shown on the attached Exhibit "A"

   Approximate area: Eighty Thousand Four Hundred Forty Eight Linear Feet (80,448 Lin. Ft.) One and Six Tenths Miles (1.6 Miles) (§1.1)

2. Use of License Property:
   Construction, maintenance and use by the public as a bikeway and pedestrian walkway and associated landscaping and appurtenances only, and no other uses (§1.1, §10)

3. Commencement Date:
   January 1, 2009

   (§1.2)

4. Term (check one):
   ☐ A. Month-to-month

☒ B. The initial term shall be Twenty years,
Commencing on the Commencement Date and ending on December 31, 2028, unless terminated sooner by SANBAG as provided in Item 1.2 or Item 26.14 of the General License Provisions.
License shall automatically extend five (5) additional years at the end of the initial term, and shall continue with recurring five (5) year renewal options for each extension period after Term. (§1.2)

5. License Fees: (§2.1)
Licensee will pay to SANBAG the sum of $11,000.00 (Eleven Thousand Dollars) as a one-time administrative fee for the recovery of SANBAG's expenses, which shall be payable upon execution of this Amended and Restated License Agreement.

6. Insurance Amount (See Exhibit "B") (§16)

7. SANBAG's Address:
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715
Attn: Director of Transit and Rail Programs (§24.1)

8. Licensee's Address:
CITY OF REDLANDS
35 Cajon Street, Ste 15A
Redlands, California 92373 (§24.1)
Attn: Ross Wittman

9. Facility (Hereinafter referred to as "Bikeway"):
A bicycle path, pedestrian walkway, trash receptacles, appurtenant improvements, drainage facilities, irrigation system and all landscaping materials, whether planted as part of this project or pre-existing and allowed to remain in place by Licensee. (§1.1)

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year below written, but effective as of the day and year first set forth above.

CITY OF REDLANDS

By: _____

Date: _____

San Bernardino Associated Government, acting in its capacity as the: SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY and SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

By: _____
W.E. Jahn
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

INDEX TO LICENSE AGREEMENT - PART II

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Exhibits:

"A" License Property
"B" Insurance Requirements
"C" Permitted Hazardous Materials
"D" Additional Provisions

PART II - GENERAL LICENSE PROVISIONS

1. GRANT OF LICENSE/TERM

1.1 Grant of License. SANBAG hereby grants a non-exclusive license to Licensee in, on, over, under, across and along the real property of SANBAG in the location shown in the diagram attached hereto as Exhibit A and described in Item 1 of the Basic License Provisions (the "License Property"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Bikeway described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto (the "Bikeway"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Bikeway. In connection with this grant of license, Licensee, its council members, officers, directors, affiliates, employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SANBAG if necessary for the construction, operation and maintenance of the Bikeway, but only after Licensee has received the prior written approval of SANBAG for such entry and access. Right of access onto adjoining real property of SANBAG does not extend to the public, which Licensee shall take all reasonable methods to exclude from such adjoining property of SANBAG. The License Property, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property".

1.2 Term of Agreement. The term of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provisions, or if Item 4.A is checked, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic License Provisions is filled in, then this Agreement shall be a license for the term specified in said Item 4.B; provided, however, that SANBAG shall have the right to, without cost or liability to SANBAG, terminate the License, relocate, alter, and/or make other changes to the License Property as required by SANBAG at Licensee's sole cost and expense prior to the date specified in Item 4.B as further specified in Item 26.14, by delivering one *hundred eighty (180) days'*-prior written notice to Licensee, provided that SANBAG, in its sole, reasonable judgment, determines that it is required to carry out a public project.

SANBAG shall also have the right to terminate this Agreement, at any time, for the additional following reasons:

(a) If Licensee abandons the Bikeway or the License Property, no notice of termination is necessary, and this Agreement shall immediately terminate as set forth in Section 13.

(b) If Licensee breaches this Agreement, no notice of termination is necessary, and this Agreement shall immediately terminate, as set forth in Section 14.

The term of this Agreement as provided above is referred to as the "Term".

1.3 Condition of License Property. Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this Agreement is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in good and satisfactory condition as of the Commencement Date.

2 PAYMENTS

Licensee will pay to SANBAG the sum of $11,000.00 (Eleven Thousand Dollars) as a one-time administrative fee as set forth in Item 5 of the Basic License Provisions. There shall be no annual License Fee.

3. TAXES

Intentionally omitted

4. DESIGN AND CONSTRUCTION

4.1 Submittal of Plans. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (hereinafter, "Work") on the License Property, Licensee shall submit work plans, including, without limitation, the irrigation plans and the specific types of trees and landscape contemplated in the design, to SANBAG for review and approval. Licensee will consult with SANBAG during the design phase to ensure SANBAG's approval and to coordinate project concerns. Any such Work must be carried out pursuant to work plans approved in writing by SANBAG. If there are existing tenants on the License Property, Licensee will work with the tenants and, if at all possible, will prepare work plans compatible with the existing tenants.

4.2 Contents of Work plans. The SANBAG will approve only low maintenance trees and plants, including non-deciduous trees and shrubs which provide minimal root disruption to the surface and which require minimal trimming. No landscape materials will be planted in the proximity of any existing billboards, which, even when fully mature, would obstruct any visibility of the billboard from adjacent vehicular roadways. Licensee will also indicate in the work plans that it had contacted Dig-Alert and considered any underground utilities in its design and construction plans.

4.3 Performance of Work. Any Work performed or caused to be performed by Licensee on the Bikeway or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the SANBAG's rules and regulations), building codes and ordinances; (c) only after execution of a written right of entry agreement with SANBAG by Licensee and/or Licensee's Parties, and (d) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SANBAG. In addition, Licensee shall provide SANBAG with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Bikeway, except in cases of emergency, in which event Licensee shall notify SANBAG's representative personally or by phone, as outlined in Section 11 hereof, prior to commencing any Work.

To avoid damaging SANBAG's underground signaling system, Licensee or Licensee's Parties shall not perform any excavation work along any portion of the Licensee Property lying within one hundred fifty (150) feet of any at-grade road crossing, until it has received approval from SANBAG to perform such work.

4.4 Prior Notification for Work and Request for Protective Services. Prior to commencing any Work which is conducted entirely within the License Property, Licensee shall notify SANBAG in writing, at least ten (10) business days in advance of the date Licensee would like to commence such Work. In such notice, Licensee shall specify: (i) the type of work to be performed and its location; (ii) the date(s) the work is scheduled to be performed, (iii) the name, contact person and telephone number of the contact person for each contractor or Licensee department planning to access the SANBAG Property to conduct the work, and (iv) whether any person or equipment will be within twenty five (25) feet of any track during the course of the work.

SANBAG shall then determine whether an SANBAG flag person needs to be present during the work, whether Licensee, SANBAG needs to implement any special protective or safety measures, and whether additional insurance is required during the course of the work. The provision of a flag person and the implementation of any special protective or safety measures shall collectively be referred to in this Agreement as "Protective Services". If Protective Services are required and performed by SANBAG, Licensee shall pay SANBAG (as applicable) for same.

Licensee understands that prior notification of SANBAG as set forth herein does not guarantee the availability of Protective Services for the date Licensee proposes to do the work, and Licensee agrees not to enter the SANBAG Property to conduct the work, nor allow Licensee's Parties to do same, prior to securing the SANBAG required Protective Services and approval to proceed with such work.

4.5 Soil Handling Procedures. Only Clean Soil (defined below) may be brought upon, used and/or spread on the SANBAG Property by Licensee in conjunction with Licensee's construction or maintenance of the Bikeway. Any soil currently existing on the SANBAG Property may not be spread on the property unless and until it is characterized as Clean Soil to the reasonable satisfaction of SANBAG. The terms used in this Section shall have the following meanings:

(a) "Clean Soil": Soil that is free from Hazardous Materials.

(b) "Import Soil": Soil which did not originate from the SANBAG Property.

(c) "Hazardous Materials": As defined in Section 18 of this Agreement.

(d) "Soil": Soil, dirt, soil amendments, topsoil, soil conditioners, fertilizers, backfill mix and any other soil mixture.

Licensee shall not bring upon or use any Import Soil on SANBAG Property in conjunction with the Work provided under this Agreement, unless the following conditions have been met: (i) the Import Soil does not contain rubbish, debris, or rocks greater than six (6) inches in dimension: (ii) the Import Soil is Clean Soil; and (iii) prior to putting the Import Soil on the SANBAG Property, Licensee provides documentation to SANBAG's reasonable satisfaction that the requirements (i) and (ii) above have been met.

4.6 As-Built Drawings. Within ninety (90) days after the substantial completion of the construction and installation of the Bikeway, Licensee shall deliver to SANBAG, for SANBAG's review and approval, two (2) full sets of as-built drawings for the Bikeway (the "As-Built Drawings"), which shall be developed, altered and/or changed so as to meet the requirements of SANBAG. At a minimum, however, such As-Built Drawings shall: (i) be substantially of the form of the work plans which were approved in writing by SANBAG; (ii) include all changes to the work plans which were approved in writing by SANBAG; (iii) show all improvements and construction performed by Licensee on the License Property; (iv) clearly indicate and label the area of the License Property; (v) show the centerline of the railroad tracks existing on the SANBAG Property, as of the date that construction and installation of the Bikeway was substantially complete; and (vi) show, to scale, on all plan view and cross section drawings, the northeasterly and southwesterly boundaries of the License Property with respect to the centerline of the railroad tracks set forth in item (v) above, and the northeasterly and southwesterly extent of the Bikeway with respect to the centerline of the railroad tracks set forth in item (v) above. To the extent that the As-Built Drawings indicate or show that the Bikeway has not been constructed pursuant to the construction plans and specifications approved by SANBAG Licensee shall, at the request of SANBAG, rebuild, reconstruct and/or reinstall the Bikeway, at Licensee's sole cost and expense, so that the Bikeway will be constructed, located and installed in accordance with the approved construction plans and specifications and the approved changes thereto. Failure to provide As-Built Drawings to the SANBAG as set forth herein shall be deemed a material breach of this Agreement.

5. CONTRACTORS; APPROVAL AND INSURANCE

5.1 Approval. Any contractors of Licensee (Licensees" Parties) performing Work on the Bikeway or the License Property shall first be approved in writing by SANBAG, and shall enter into a written right-of-entry agreement with SANBAG. SANBAG reserves the right, throughout the Term of this Agreement, to refuse entry to the License Property to any of Licensee's Parties if SANBAG have cause to do so. Licensee agrees to refuse entry onto the License Property to any of Licensee's Parties rejected by SANBAG in accordance with the provisions of this Section.

5.2 Insurance. Licensee shall cause any of Licensee's Parties which (i) may be involved with such Work, or (ii) may,, for any reason, need to enter onto the License Property, to obtain

With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". Additionally, Licensee shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the License Property to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the Bikeway or the License Property.

6. COMMUNITY CONCERNS

Licensee shall be responsible for addressing any community concerns and questions relating to the Bikeway, and nay Work performed on License Property including, without limitation, termination of existing leases, and ongoing maintenance of the License Property and the removal of the Bikeway at the termination of this Agreement, as provided in Section 15.

7. REIMBURSEMENT

Licensee agrees to reimburse SANBAG for all reasonable costs and expenses incurred by them in connection with any work on, or maintenance of, the License Property or the Bikeway, including, but not limited to costs incurred by SANBAG in: (i) furnishing any materials or performing any labor, (ii) reviewing Licensee's construction plans and specifications, and/or any changes thereto, (iii) inspecting any work of Licensee or Licensee's Parties, (iv) furnishing of those watchmen, flagmen and inspectors as SANBAG deems necessary, and (v) furnishing other items or performing other acts as SANBAG in their sole discretion deems necessary to monitor or aid in compliance with this Agreement. Licensee shall reimburse SANBAG for any such cost or expense immediately upon receipt of a bill or an invoice therefor.

8. LIENS

Licensee will fully and promptly pay for all materials joined or affixed to the Bikeway or SANBAG Property, and fully and promptly pay all persons who perform labor upon said Bikeway or SANBAG Property. Licensee shall not suffer or permit to be filed or enforced against the SANBAG Property or the Bikeway, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SANBAG with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SANBAG from all obligations and claims made against SANBAG for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of SANBAG. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SANBAG in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, SANBAG shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse SANBAG for the cost of such discharge within ten (10) business days after billing. SANBAG reserves the right at any time to post and maintain on the SANBAG Property such notices as may be necessary to protect SANBAG against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

9. LANDSCAPING

SANBAG shall have the right to review and approve landscape plans prior to installation of the landscape materials, as outlined in Section 4, including any modifications made to the landscaping throughout the term of this License.

10. FENCING AND GATES

Licensee, at its sole cost and expense, shall install fencing and gates on the License Property, which shall be approved by SANBAG and shall maintain fencing on SANBAG Property in conjunction with one another so as to prevent the public from accessing the SANBAG Property lying adjacent to the Bikeway. The fencing shall be referred to collectively in this Agreement as the "Barrier Fencing". If requested by SANBAG, Licensee agrees to install locked gates in the Barrier Fencing at locations to be specified by SANBAG. The new fencing and gates to be installed by Licensee shall be manufactured and installed pursuant to the specifications of SANBAG. Such gates will be used to provide access to adjacent SANBAG Property for the benefit of SANBAG and the beneficiaries of any agreement or other property right affecting such SANBAG Property. The Barrier Fencing and any required gates shall be included on any work plans required by SANBAG. All fencing and gate installation and Barrier Fencing maintenance work shall be done in accordance with the provisions of this Agreement, and to the satisfaction of SANBAG. SANBAG shall retain custody and be fully responsible for all locks and keys which allow access through the installed protective gates.

11. MAINTENANCE AND REPAIR

11.1 General Maintenance Responsibilities. Licensee, at Licensee's sole expense, shall maintain the License Property and the Bikeway in a first-class condition during the Term of this Agreement and shall be responsible for all incremental costs related to development of the Bikeway, and maintenance of the License Property and the Bikeway as necessary to keep the License Property and the Bikeway in good order and condition, to SANBAG's satisfaction. Licensee's maintenance responsibilities shall include, but not be limited to, keeping the Bikeway and all other facilities and improvements of Licensee on the License Property weed, graffiti and litter-free to the satisfaction of SANBAG. In, addition, Licensee shall ensure that (i) all landscaping which is a part of the Bikeway be adequately watered, fed and pruned, so as to be maintained in a healthy condition; (ii) any and all signs required by SANBAG as part

of the Bikeway be maintained in a clean, readable condition, and (iii) all drainage facilities constructed to accommodate the Bikeway be maintained to allow for free flow of water. Licensee's maintenance obligations are further described in Exhibit "D", attached hereto.

11.2 Irrigation. Licensee shall pay for all costs to irrigate the Bikeway and the costs for associated utilities, including without limitation, water.

11.3 Maintenance of Barrier Fencing. Licensee shall further ensure that all approved Barrier Fencing be maintained to prevent unauthorized access to SANBAG Property lying adjacent to the License Property. All materials used to maintain and repair the Barrier Fencing shall be materially similar to the original fencing material, and shall be to the satisfaction of SANBAG.

11.4 Immediate Repair. If any portion of the SANBAG Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property by Licensee or Licensee's Parties, including but not limited to damage to the Barrier Fencing, damage arising from vandalism (including graffiti), accident, or damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the SANBAG Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regarding and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties. If Licensee fails to maintain the License Property to SANBAG satisfaction, SANBAG may, but is not obligated to, maintain and clean up the Licensee Property and Licensee shall immediately reimburse the applicable party for its costs.

11.5 Overhead and Underground Installations. Licensee shall ensure that Licensee or Licensee's Parties protect from damage all underground and aboveground installations and improvements, including pipelines, fiber optic cables, overhead wire lines and billboards which are located on SANBAG Property and which may be impacted by construction, maintenance and/or use of the Bikeway. Licensee shall call Underground Service Alert (Dig-Alert) prior to any underground probe or excavation within the SANBAG Property. In addition, Licensee shall coordinate all work so as to not adversely hinder access to these installations and improvements by the owners.

11.6 Access for Normal Maintenance Work. Normal maintenance work which is conducted entirely within the License Property and southwesterly of the Barrier Fencing may be performed by Licensee or Licensee's parties without written notice to SANBAG; provided that Licensee and Licensee's Parties performing such maintenance work have previously received SANBAG's written approval to access the License Property for such purposes. Prior to commencing such normal maintenance work, however, the party performing such work is to provide SANBAG with at least 48 hours' advance notice by phone, identifying the time, duration and location of said work.

11.7 Access for Emergency Work. In cases where Licensee reasonably determines that emergency work is necessary, Licensee shall use its best efforts to contact SANBAG's representative personally or by phone prior to commencing such work. During any emergency work, Licensee shall comply with all requests and requirements of SANBAG staff or contractors responding to the emergency.

12. USE

The License Property and the Bikeway shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the License Property or to the Bikeway without SANBAG's prior review and written approval.

In no event can the License Property be used for park or recreational purposes.

13. ABANDONMENT

Should Licensee at any time abandon the use of the bikeway or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SANBAG shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

14. BREACH

Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SANBAG at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to SANBAG upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the License Property by lawful means, and again repossess and enjoy the License Property and the Bikeway, without prejudice to any of the remedies that SANBAG may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

15. SURRENDER

As a condition to termination of this Agreement for any reason or on the expiration of this Agreement, unless otherwise agreed to by SANBAG in writing to leave in place any part of the Bikeway, Licensee at its own cost and expense, shall (i) relocate the landscaping and improvements, except for SANBAG's fencing, or remove the Bikeway, as determined by the SANBAG in its sole discretion; and (ii) restore the SANBAG Property to a state and condition satisfactory to SANBAG. Should Licensee fail to comply with the requirements of the preceding sentence, SANBAG may at its option perform the same at Licensee's expense, which costs Licensee agrees to pay to SANBAG on demand. Notwithstanding anything herein to the contrary, SANBAG may, in its sole discretion, request Licensee to leave all or a portion of the Bikeway in place on the License Property, in which case, it would elect to assume title and ownership of said Bikeway, at no cost to SANBAG. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Bikeway is removed and the SANBAG Property is restored.

16. INDEMNIFICATION

Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG and its subsidiaries, officers, directors, employees, agents, successors, invitees, licensees, successors and assigns (individually and collectively, "Indemnitees"), to a reasonable extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages, costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone directly or indirectly employed by or for whose acts Licensee is liable (collectively, "Personnel") or invitees of Licensee, in connection with the License Property or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the License Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

The foregoing indemnity shall be effective except to the extent any liability is caused by the active negligence or willful misconduct of Indemnitees or unless Indemnitees are fully indemnified by any other lessee and/or licensee (unrelated to this License), shall survive termination of this Agreement, and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of SANBAG, Licensee shall provide insurance coverage, as provided in Section 18, for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

17. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Bikeway, the License Property and any other property of, or under the control or custody of, Licensee. Licensee's assumption of risk shall include, without limitation, loss or damage caused by: (i) defects in Licensee's improvement on the License Property, (ii) accident or fire or other casualty caused by Licensee on the Licensee Property, (iii) normal and customary railroad activity, including SANBAG's transit operations, freight or other passenger rail operations, and the operations of any construction, maintenance or repair company validly operating on the SANBAG Property and including electrical discharge, noise or vibration resulting from said railroad activity on or near SANBAG Property but not including derailments caused by such rail activity, or (iv) any normal and customary response by SANBAG or any of the Indemnitees with respect to any event resulting from the foregoing Items (i) through (iii). The "SANBAG" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SANBAG's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SANBAG. Licensee, on behalf of itself and its Personnel (as defined in Section 16), and to the extent permitted by law, its invitees, as a material part of the consideration for this Agreement, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Licensee and/or its Personnel.

The provisions of this section shall survive the termination of this Agreement.

18. INSURANCE

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by SANBAG in the amounts and coverages specified and issued by insurance companies as described on Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and upon giving 60 days' notice to Licensee, to change the amount and type of insurance coverage it requires in connection with this Agreement or any work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish SANBAG with insurance endorsements or certificates evidencing the existence, amounts and coverage's of the insurance required to be maintained hereunder. As a public entity, Licensee may satisfy this requirement through the use of commercial insurance, self-insurance, risk pooling or risk retention, or any combination thereof at Licensee's option. SANBAG shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

19. TESTS AND INSPECTIONS

SANBAG shall have the right at any time to inspect the License Property and the Bikeway so as to monitor compliance with this Agreement. If, in SANBAG's sole judgment, any installation on, or use or condition of the License Property may have an adverse effect on the SANBAG Property, adjacent property (whether or not owned by SANBAG) or SANBAG operations, SANBAG shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG. Licensee shall pay or reimburse SANBAG, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

20. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Except for Hazardous Materials expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed,

defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects. Licensee will not be responsible for any condition existing prior to the commencement of this License.

Licensee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnitees (as defined in Section 16) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Bikeway or the License Property or contamination of the SANBAG Property or adjacent property (i) which occurs due to the use and occupancy of the Bikeway or the SANBAG Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

The foregoing indemnity shall be effective except to the extent any liability is caused by the act of negligence or willful misconduct of Indemnitees or unless Indemnitees are fully indemnified by any other lessee and/or licensee (unrelated to this License), shall survive termination of this Agreement, and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

Licensee shall promptly notify SANBAG of any release on, or contamination of, SANBAG Property of which Licensee or any of Licensee's Parties becomes aware. In addition, in the event of any release on or contamination of the License Property by Licensee or Licensee's Parties, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SANBAG Property and all affected adjacent property, whether or not owned by SANBAG) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover.

21. UNDERGROUND STORAGE TANKS

NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SANBAG, WHICH APPROVAL MAY BE WITHHELD IN SANBAG'S SOLE DISCRETION.

At SANBAG's option, upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the SANBAG Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover, and deliver to SANBAG a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

22. SUBORDINATE RIGHTS

This Agreement is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property or any portion thereof in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain and use and/or relocate existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property, or any portion thereof, and in connection therewith the right to grant and convey to others, rights and interests to the SANBAG Property or any portion thereof. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the Property now or hereafter, and this Agreement is executed and delivered by SANBAG without warranty of title, express or implied, and the works "grant" or "convey" as used herein shall not be construed as a warranty of title or as a covenant against the existence of any such title exceptions.

In the event SANBAG is made aware of any intent by its permittees to perform any of the above-referenced activities, SANBAG agrees to request said permittees to promptly advise and fully inform Licensee with respect to said intentions.

This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SANBAG Property now or hereafter, and the works "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

Neither SANBAG nor any Indemnitee shall have any liability or obligation with respect to any acts or omissions of any of the beneficiaries of the above-referenced title exceptions. SANBAG, its successors, assigns and permittees shall, at all times, have the right to enter upon and use the License Property in common with Licensee, provided that such entry and use does not materially and adversely affect Licensee's long term use of said SANBAG Property.

The beneficiaries of the title exceptions and any other business operating on or possessing rights to use SANBAG Property, including the owners of any advertising signs located on said Property, are referred to herein as "Businesses".

Licensee agrees to pay any and all costs or expenses resulting from, or arising out of, construction of the Bikeway or related to Licensee's use and occupancy of the License Property, including all costs and expenses resulting from any Relocation Negotiations with any Business, the termination of such Business' right to use and occupy the SANBAG Property, and any relocation of any Business resulting therefrom.

23. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Bikeway and the SANBAG Property and shall furnish satisfactory evidence of such compliance promptly upon request of SANBAG. SANBAG may enter the License Property to inspect the Bikeway at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Bikeway, at its sole cost and expense.

24. CONDEMNATION

In the event all or any portion of the License Property shall be taken or condemned for another public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee assigns to SANBAG all compensation (if any) arising out of such taking or condemnation awarded to Licensee.

25. MARKERS

Intentionally omitted.

26. GENERAL PROVISIONS

26.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

26.2 Non-Exclusive License. The license granted herein is not exclusive and SANBAG specifically reserves the right to grant other licenses within the License Property.

26.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

26.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the

application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

26.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SANBAG arising out of this agreement which is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due SANBAG, as applicable, as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

26.6 Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

26.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations concerning the condition of the SANBAG Property and the Bikeway.

26.8 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

26.9 Amendment. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

26.10 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SANBAG, which may be withheld in SANBAG's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give SANBAG the right to immediately terminate this Agreement.

26.11 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

26.12 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

26.13 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at SANBAG's sole discretion, the relocation of the Bikeway and the license granted hereby.

26.14 Termination for Public Project. Licensee hereby expressly recognizes and agrees that the License Property is located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and other public uses (collectively "Project"), and that Licensee's use of the License Property under this License is *subject to SANBAG's right to terminate this License and/or to require Licensee to relocate the License Property, alter, or make changes as required by SANBAG, at Licensee's sole cost and expense unless relocation of the Bikeway is incorporated in the Project.* Accordingly, as a condition to entering into this License, SANBAG expressly reserves the right to *require Licensee to remove, relocate, alter, or make changes to the Bikeway as required by SANBAG, for any public Project.* Licensee expressly acknowledges and agrees that: (1) SANBAG may *relocate the License Property for any public project;* (2) Licensee will **NOT** oppose any public Project when planned or implemented on or adjacent to the License Property; and (3) in the event SANBAG *requires Licensee to cease using or relocate* the License Property for any public Project, Licensee (a) shall not be entitled to receive any relocation assistance,

Licensee
SANBAG

moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the License Property.

26.15 Future Need of License Property. If SANBAG shall at any time, or from time to time, so require by written notice thereof to Licensee based on the need of SANBAG, in its sole discretion, for the License Property for its public purposes Licensee shall reconstruct, alter, make changes as required by SANBAG, relocate or remove its Bikeway at Licensee's sole cost and expense.

26.16. Relocation. Licensee acknowledges that this License does not result in a tenancy or occupancy of real property subject to relocation assistance requirements of state or federal law, but to the extent that any government agency or court determines to the contrary, Licensee hereby expressly waives any right to relocation assistance, moving expenses, goodwill or other payments to which Licensee might otherwise be entitled under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601 et seq. and/or the California Relocation Assistance Law, as amended, Government Code 7260 et seq. but for this waiver and SANBAG's express right of termination.

26.17 Time of Essence. Time is of the essence.

26.18 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

26.19 [omitted]

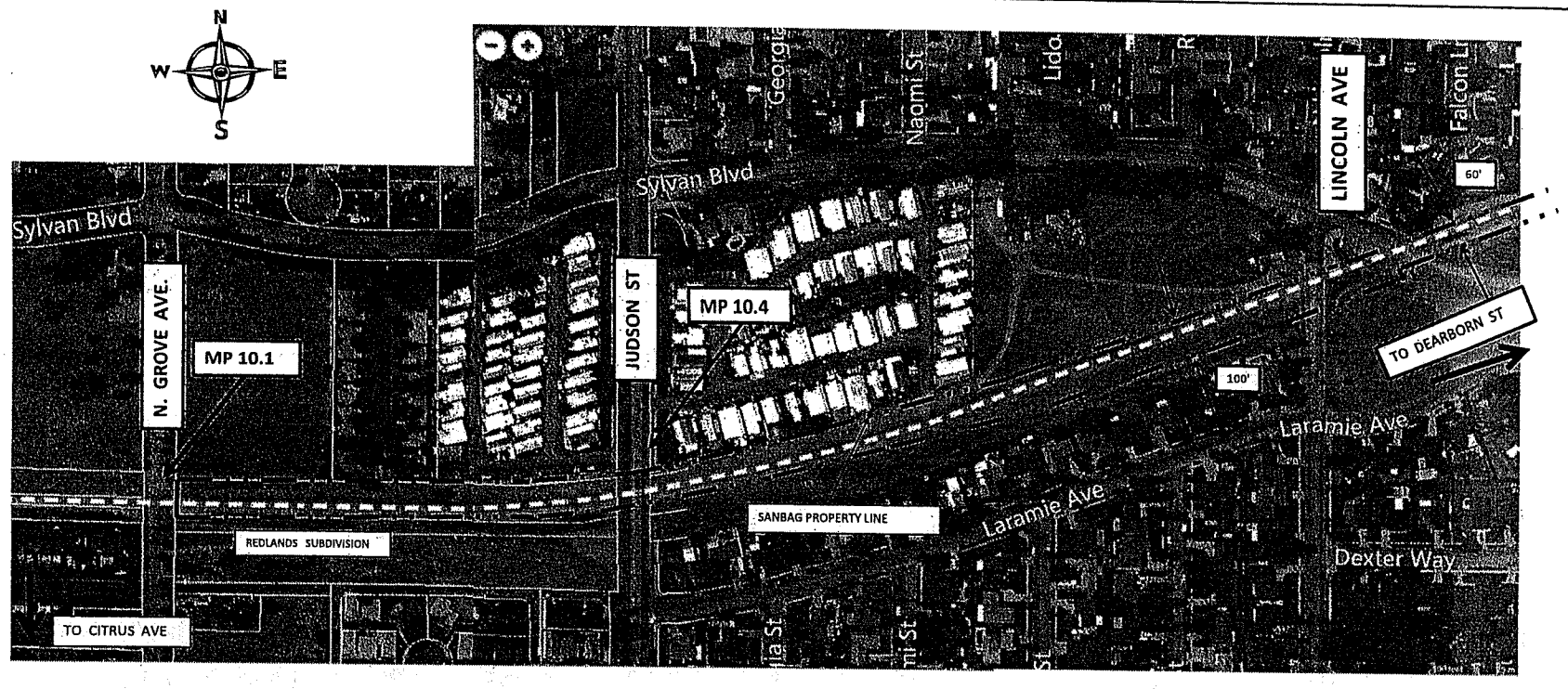
26.20 Entire Agreement; Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.21 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit "A"

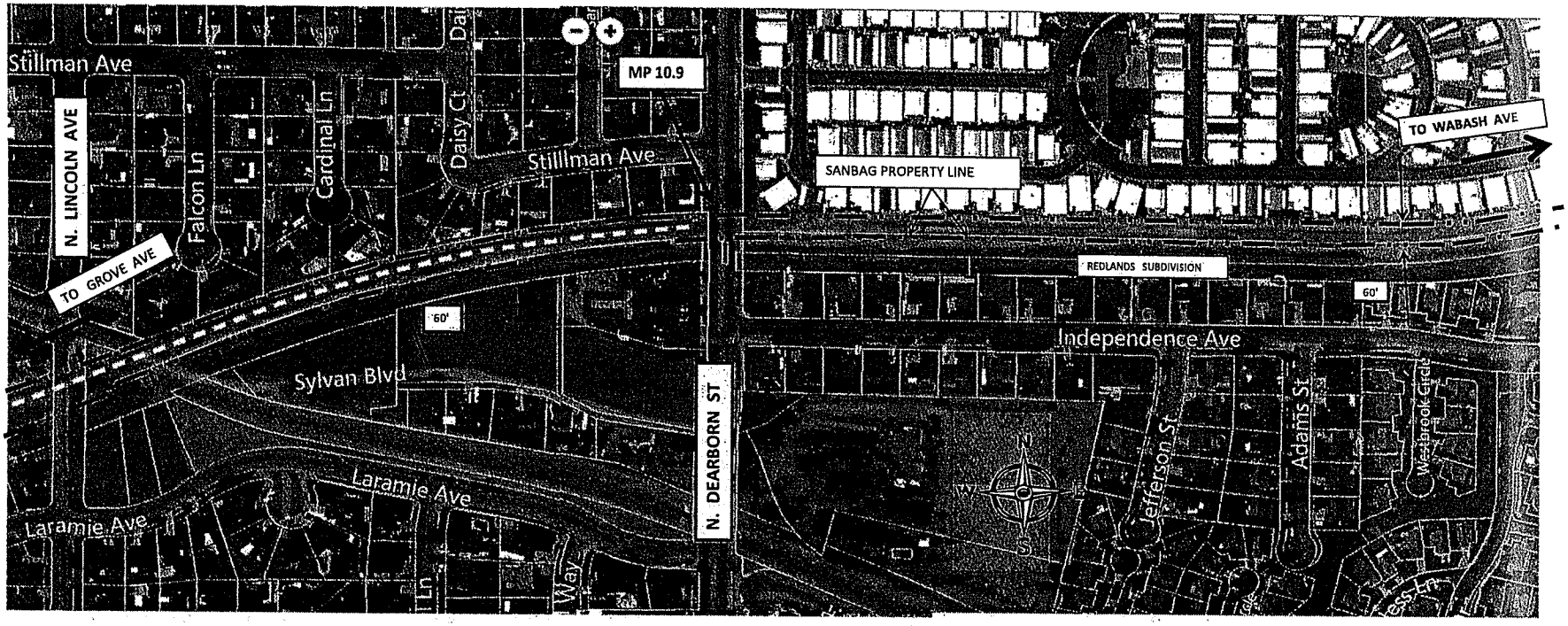
License Property

[To Be Inserted]



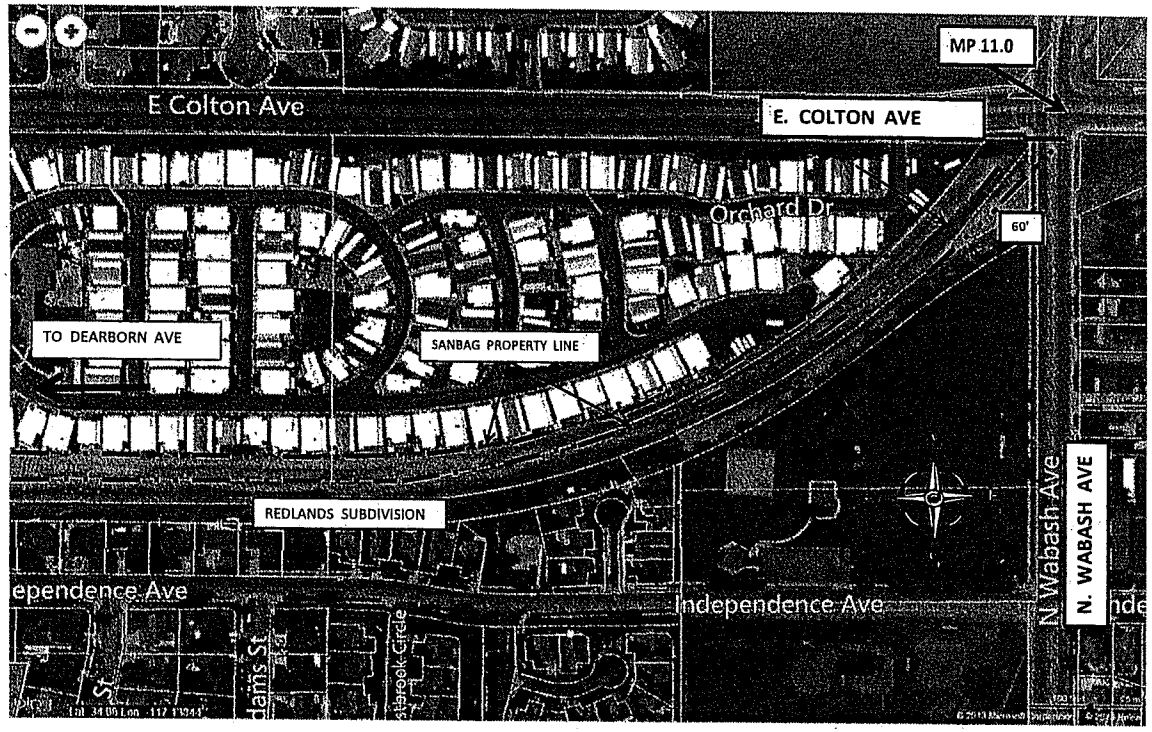
0170-201-31	COOK TO GROVE
0170-221-10	GROVE TO JUDSON
0170-281-11	JUDSON TO LINCOLN
0170-291-20	LINCOLN TO DEARBORN
0170-301-03	DEABORN TO COLTON
0168-291-09	COLTON TO WABASH

APN:			EXHIBIT A-1
Date 10/11/2013			Governments SANBAG Working Together
Branch/Line REDLANDS	Mile Post SANBAG 10.1 - 11.7	Lessee/Licensee CITY OF REDLANDS	SAN BERNARDINO ASSOCIATED GOVERNMENTS
County REDLANDS	Nearest Cross Street GROVE - WABASH	SANBAG File Number RRND007650	1170 W. 3rd Street, 2nd Floor
Area 0.9 MILE 80,448 LIN FEET	City REDLANDS	Scale 1"=30'	San Bernardino, CA 92410-1715
Map Reference RND4A,B	Use BIKEWAY	Thomas Guide Grid 608E7-G5	



0170-201-31	COOK TO GROVE
0170-221-10	GROVE TO JUDSON
0170-281-11	JUDSON TO LINCOLN
0170-291-20	LINCOLN TO DEARBORN
0170-301-03	DEABORN TO COLTON
0168-291-09	COLTON TO WABASH

APN:			EXHIBIT A-2
Date 10/11/2013			Governments SANBAG Working Together
Branch/Line REDLANDS	Mile Post SANBAG 10.1 - 11.7	Lessee/Licensee CITY OF REDLANDS	
County REDLANDS	Nearest Cross Street GROVE - WABASH	SANBAG File Number RRND007650	
Area 0.9 MILE 80,448 LIN FEET	City REDLANDS	Scale 1"=30'	SAN BERNARDINO ASSOCIATED GOVERNMENTS 1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Map Reference RND4A,B	Use BIKEWAY	Thomas Guide Grid 608E7-G5	



0170-201-31	COOK TO GROVE
0170-221-10	GROVE TO JUDSON
0170-281-11	JUDSON TO LINCOLN
0170-291-20	LINCOLN TO DEARBORN
0170-301-03	DEABORN TO COLTON
0168-291-09	COLTON TO WABASH

APN:			EXHIBIT A-3
Date 10/11/2013			Governments SANBAG Working Together
Branch/Line REDLANDS	Mile Post SANBAG 10.1 - 11.7	Lessee/Licensee CITY OF REDLANDS	SAN BERNARDINO ASSOCIATED GOVERNMENTS
County REDLANDS	Nearest Cross Street GROVE - WABASH	SANBAG File Number RRND007650	1170 W. 3rd Street, 2nd Floor
Area 0.9 MILE 80,448 LIN FEET	City REDLANDS	Scale 1"=30'	San Bernardino, CA 92410-1715
Map Reference RND4A,B	Use BIKEWAY	Thomas Guide Grid 608E7-G5	

Exhibit "B"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Licensee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of San Bernardino Associated Governments (SANBAG) property hereunder by the Licensee, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☒ Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- ☒ Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Insurance Services Office Railroad Protective Liability
- ☐ Contractor's Pollution Liability with coverage for:

  a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

  b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

  c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and

  d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Lessee, Licensee, or Permittee shall maintain limits no less than:

- ☒ General Liability: *$1,000,000* per occurrence for bodily injury, personal injury and property damage.
- ☒ If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☐ Automobile Liability: *$1,000,000* per accident for bodily injury and property damage.
- ☐ Employer's Liability: *$1,000,000* per accident for bodily injury or disease.
- ☐ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Railroad Protective Liability: *$2,000,000* per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- ☐ Contractors Pollution Liability: *$1,000,000* per occurrence *$2,000,000* annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by SANBAG. At the option of SANBAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG, its officials and employees; or the Licensee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Exhibit "B"

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SANBAG, its subsidiaries, officials and employees are to be covered as insured parties as respects: liability arising out of activities performed by or on behalf of the Licensee; products and completed operations of the Licensee; premises owned, occupied or used by the Licensee; and automobiles owned, leased, hired or borrowed by the Licensee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, its subsidiaries, officials and employees.

2. For any claims related to this project, the Licensee's insurance coverage shall be primary insurance as respects SANBAG, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SANBAG, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG, its subsidiaries, officials and employees.

4. The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SANBAG.

6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the SANBAG, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

Course of construction policies shall contain the following provisions:

1. SANBAG shall be named as loss payee.
2. The insurer shall waive all rights subrogation against SANBAG.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SANBAG.

Verification of Coverage

Licensee shall furnish SANBAG with original endorsements and certificates of insurance evidencing coverage required by this Exhibit "B. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the SANBAG before work commences. As an alternative, the Licensee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractors and Subcontractors

Licensee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by SANBAG.

Exhibit "C"

Permitted Hazardous Materials

No hazardous materials are permitted to be used or stored on License Property.

Exhibit "D-1"

Additional Provisions

1. **Importation of Soil/Fill Dirt.** Licensee shall not bring upon or use any Import Soil on the Premises in conjunction with any purposes allowed under this Agreement, until said Import Soil has been laboratory tested by a *certified hazardous waste testing laboratory* and the test results have been approved by SANBAG's Environmental Consultant. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as Clean Soil to the reasonable satisfaction of SANBAG's Environmental Consultant.

2. **Maintenance of Premises.** Licensee shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking, graffiti and occupancy by transients/homeless persons or individuals. Licensee shall be fully responsible for ALL maintenance and maintenance that is required or necessary in connection with Licensee's use of Premises.

3. **Protection of Underground and Aboveground Installations.** Licensee shall ensure that it and Licensee's Parties protect, from and against any and all damage, all underground and aboveground installations and improvements, such as pipes, fiber optic lines and wires, which may be impacted by any work or any use of the Premises by Licensee. Any new utility lines and/or fiber optic crossings, etc., proposed to be added within the right of way by any party shall be applied for in the normal process and covered by separate License Agreement directly with SANBAG.

4. **Improvements.** Both Licensee and SANBAG acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Licensee's needs will be the sole responsibility of the Licensee. No permanent structures may be constructed on the premises without SANBAG's prior written approval. Licensee will be responsible for the removal of all permitted improvements upon termination of License.

5. **Utilities.** Licensee shall pay for any and all utilities for its benefit, security and use.

6. **Warranties.** SANBAG makes no warranties as to the suitability of the location for Licensee's intended use as to zoning, visibility, traffic count or any other factors which may cause Licensee to want to License the premises.

7. **Zoning or Permitting.** Any permits, inspection fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, or any labor expenses for the installation or maintenance of any permitted improvements are the Licensee's sole responsibility. Copies of permits are to be readily available for inspection by SANBAG personnel.

9. **Signage.** NO SIGNS PERMITTED on, or along the perimeter of the Premises unless such signs were requested and approved under your original proposal and covered by the required insurance.

10. **SANBAG'S Right to Control Leasing and Licensing within entire Righ-of-Way.** SANBAG shall continue to control Leasing and Licensing within the entire Right of Way. All applications for new utility crossings, ground Leases, or similar uses outside the scope of the approved Bikeway Plan, shall continue to be under the direct control and management of SANBAG.

Exhibit "D-2"

Additional Maintenance Provisions. Licensee shall provide labor, equipment, tools and materials necessary to fully maintain the Bikeway and its landscaping. Maintenance tasks that Licensee will be responsible for shall include, but will not be limited to:

(a) Weed abatement, which will be performed on a monthly basis, or when necessary.

(b) Removal and disposal of refuse and debris, including broken concrete and asphalt, construction debris, scrap metal, broken glass, paper trash, furniture, appliances, automobile parts, shopping carts, tires, bicycles, dead vegetation, and other materials illegally dumped on the Bikeway. Debris shall be removed monthly and/or upon request.

(c) Landscape Maintenance:

Provide adequate watering for the planted trees, shrubbery and ground cover to keep plantings in a healthy condition.

Pruning of trees. During the first five years of establishment, trees shall receive at least annual pruning. All cuttings shall be disposed of off-site, the same day.

Planting design and subsequent trimming plans shall incorporate compliance with existing regulations related to visibility and clearance for vehicles and pedestrians (including bus stop clearance requirements) and to maintain adequate visibility to existing advertising billboards.

Tree trimming at bus stops shall meet requirements that no part of any tree shall extend beyond the curb line for the entire length of the red curb and that at the curb line, no part of any tree shall be lower than 13-feet above the street level.

Maintenance levels shall be sufficient to not pose a fire hazard to all SANBAG buildings and structures, including poles and wire lines.

City must respond to emergency situations, including trimming for public safety and visibility of traffic devices, signs, etc.

To facilitate railroad operations, the landscaping shall also be maintained so as to not:

(i) Obstruct railroad signs and signals
(ii) Interfere with railroad employees performing their duties on the SANBAG Property
(iii) Prevent the proper functioning of signal and communication lines
(iv) Railroad employees from visually inspecting moving equipment from their normal duty stations

Licensee shall maintain the all landscaping associated with the Bikeway and the License Property such that the same are at all times no closer than twenty (20) feet from the centerline of the nearest railroad track of the License Property.

Fencing and landscaping associated with the Bikeway lying within one hundred and fifty (150) feet of the centerline of any at-grade road crossing of SANBAG Property shall meet the following minimum requirements:

(i) Landscaping shall be maintained to a height of not more than three (3) feet above surrounding ground level
(ii) Fencing shall be maintained to a height of not more than four (4) feet above surrounding ground level

Investigate and resolve maintenance request as quickly as possible consistent with staff and equipment availability and City policy.

Post SANBAG approved signs regarding the Bikeway project and/or ownership of the Right of Way. Maintain and replace signs as necessary.

Remove graffiti from signs, posts and all hard structures appurtenant to the Bikeway and its landscaping on a weekly basis. Licensee shall not be responsible for maintenance of any erected billboards or appurtenances thereto.

In the event the Bikeway and SANBAG Property is not being maintained as herein provided, to SANBAG's satisfaction, SANBAG may perform, at Licensee's expense, any necessary work including, but not limited to, tree and other landscape trimming and fence replacement, and Licensee agrees to reimburse SANBAG for all incurred costs.

Governments SANBAG Working Together

San Bernardino Associated Governments

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Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: **19**

Date: November 6, 2013

Subject: Measure I Local Pass-Through Compliance Audits for Fiscal Year 2011/2012

Recommendation:* Receive a Status Report on the Measure I Summary Audit Reports of Local Pass-Through Funds for the year ending June 30, 2012.

Background: Each year San Bernardino Associated Governments provides for audits of all local jurisdictions receiving Measure I Local Pass-Through Funds, which are dedicated for transportation planning, design, construction, operation and maintenance only.

A financial examination is completed by the accounting firm for activities, including internal systems of checks and balances during the previous fiscal year. The examination must encompass both project expenditures and projects for which funds were received but not expended. A listing of all projects comparing actual revenues/expenses to the Measure I Five Year Capital Improvement Plan adopted by the local governing board and reported annually to SANBAG must be included. Any interest earned on the funds must also be included in the report. The report shall also contain an examination of expenditures, statement of revenue and expenses, and balance sheet for each component of the special Measure I fund.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1311a-ep

Vavrinek, Trine, Day & Co, LLP (VTD) was hired in July 2012 to prepare Compliance Audits of the Measure I 2010-2040 pass-through funds for a three year period, with two one year option extensions. VTD has completed audits for the following agencies:

Adelanto	Apple Valley	Barstow
Big Bear Lake	Chino	Chino Hills
Colton	Fontana	Hesperia
Highland	Loma Linda	Montclair
Ontario	Rancho Cucamonga	Redlands
Rialto	San Bernardino County	Twentynine Palms
Upland	Yucaipa	Yucca Valley

In reviewing the draft financial audits for Fiscal Year 2011/2012, staff has not encountered any major findings; however, staff did identify sections of the Measure I Policy that need clarification of intent as they pertain to naming projects in the general and categorical classifications in each year of the Capital Improvement Plans, addressing reporting of Measure I 1990-2010 remaining balances, eligible expenditures, and repayment of ineligible expenditures. A separate agenda item will be brought to the General Policy Committee in the coming months seeking amendment of the applicable Measure I Local Pass-through Policies.

In addition to the Policy clarifications needed, each agency has now been made aware of the need to correct the recognition of revenue in the appropriate month as the Department of Finance forwards sales tax revenue to SANBAG one month in arrears.

The final Compliance Audits for the following cities have yet to be completed:

Grand Terrace - The City is nearing completion of their 6/30/12 financial statements. VTD expects to have the Measure I audit completed by the middle of November.

Needles –VTD expects to have the Measure I audit completed by the end of October.

San Bernardino – VTD has scheduled the Measure I audit for 11/18/13. However, VTD will not be able to complete the audit until the City has completed their 6/30/12 financial statements.

Victorville – The Measure I audit is close to completion. The City has discovered errors in recording the revenues for the TDA fund

and is currently researching the issue. VTD has chosen to wait to issue the Measure I report as to ensure that the issues with the TDA revenue have no impact on the Measure I report. VTD expects to issue the report by the middle of November.

As soon as all audits are completed, a final report will be prepared and submitted to the General Policy Committee and the SANBAG Board for acceptance.

Financial Impact: This item has no impact on the adopted SANBAG Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 9, 2013.

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

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

■ 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: 20

Date: November 6, 2013

Subject: Eastern California Transportation Planning Partnership Revisions to Memorandum of Understanding

Recommendation:* That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

Approve Contract C14066, an Amendment to the Eastern California Transportation Planning Partnership Memorandum of Understanding, to include support for future State Interregional Improvement Program funding for the State Route 58 Corridor from Interstate 5 to Interstate 40.

Background: In May 2013 the Board of Directors approved changes to the original Eastern California Transportation Planning Partnership (ECTPP) Memorandum of Understanding (MOU). Since that time, changes in staff at several of the participating agencies have resulted in additional necessary minor changes. Attached to this agenda item is the final version incorporating all modifications to language or signatories.

Attached to the MOU are copies of the original funding agreements and a summary of the funding plans of the various joint projects of the member agencies of the ECTPP. The ECTPP was created in 2002 with the goals to coordinate development of long range transportation plans, transportation improvement programs, and other transportation planning systems studies

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1311b-ep
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14066.docx

required to address interregional issues. Furthermore, the ECTPP made a commitment to the long-range improvement of US-395 from San Bernardino County to the Mono County/Nevada State Line.

In 2002, a four-agency MOU was executed by Kern County Council of Governments (Kern COG), Inyo County Local Transportation Commission (Inyo County LTC), Mono County Local Transportation Commission (Mono County LTC), and San Bernardino Associated Governments (SANBAG). The purpose of the MOU was to support increased capacity on the U.S. 395 Corridor by prioritizing the development of projects identified in the "U.S. 395 Corridor Study".

The Agencies also agreed to pool county shares of Regional Improvement Program (RIP) funds for the purpose of jointly sponsoring projects on the U.S. 395 Corridor. Kern COG, Inyo County LTC, and Mono County LTC each contributed $2 million of their RIP funds to the realignment of U.S. 395. The California Department of Transportation (Caltrans) allocated $4 million of Interregional Improvement Program IIP funds and SANBAG allocated $4 million in RIP funds.

Caltrans, while not a party to the MOU, acknowledges the intent of the parties to pool funding for both U.S. 395 and SR 58 projects. Since 1998, the MOU partners have invested in capacity adding projects on the U.S. 395 and the SR 14 corridors. The total investment to date, including the contributions from IIP, is $248 million.

In early 2011, a Program Change Request (PCR) was prepared by Caltrans to officially split the Realignment Project into two segments. The southerly segment would start at the junction of I-15 and U.S. 395 (PM 4.0) and end at Purple Sage Road (PM 21.61) above Adelanto. The northerly segment would start at Purple Sage Road (PM 21.61) and end at 0.5 miles south of Farmington Road at Kramer Junction, just north of SR 58. The split allowed work to continue on the northerly segment so that the funds designated by Kern, Inyo and Mono counties could still be used towards delivery of a project design prior to formal reallocation of the funds.

In November 2011, the SANBAG Board of Directors supported suspending work on the southerly portion of the U.S. 395 Realignment Project and reallocated $4 million of RIP funds to the northerly segment of the project.

In 2012 Kern COG, Inyo County LTC and Mono County LTC each approved reallocating their committed funding of $2 million to the northerly segment of the U.S. 395 Realignment Project.

The Funding Agreement modification was requested by Kern COG to support improving the State Route 58 Corridor to a freeway facility. Kern COG had requested that Caltrans consider this segment of SR 58 for future IIP funding.

There are no related financial implications required of the MOU participating agencies at this time.

Financial Impact: This item has no impact to the current SANBAG fiscal year 2013/2014 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain Desert Policy Committee on October 18, 2013. SANBAG General Counsel has reviewed and approved this item and the Memorandum of Understanding.

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

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14066 Amendment No. _____

By and Between

Inyo County LTC, Kern Council of Governments, Mono County LTC and San Bernardino Associated Goverments acting as San Bernardino County Transportation Commission

Contract Description Memorandum of Understanding between Eastern California Transportation Planning Agencies

Board of Director's Meeting Date: 11/6/13
Overview of BOD Action: Approved as presented
Is this a Sole-Source procurement? ☐ **Yes** ☐ **No** **N/A**

CONTRACT OVERVIEW

Original Contract Amount	$	0	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	0	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	0

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
11/6/13	N/A	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 941.
☐ A Budget Amendment is required.
How are we funding current FY? N/A

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

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

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Ellen Pollema	Ellen Pollema	10/7/13
Project Manager (Print Name)	Signature	Date
Steve Smith	Steve Smith	10/7/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	10/7/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		10/15/13
Contract Administrator (Print Name)	Signature	Date
N. Stawarski		10/17/13
Chief Financial Officer (Print Name)	Signature	Date

Contract Summary Sheet 11/6/12

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN INYO COUNTY LOCAL TRANSPORTATION COMMISSION, KERN COUNCIL OF GOVERNMENTS, MONO COUNTY LOCAL TRANSPORTATION COMMISSION, AND SAN BERNARDINO ASSOCIATED GOVERNMENTS

This Amended and Restated Memorandum of Understanding (MOU) is entered into, by, and between the Inyo County Local Transportation Commission and Mono County Local Transportation Commission (LTCs), the Kern Council of Governments (Kern COG), and the San Bernardino Associated Governments acting in its capacity as the San Bernardino County Transportation Commission (SANBAG), collectively referred to herein as AGENCIES, nominally dated _____, 2013.

RECITALS

The LTCs and the Kern COG were established pursuant to California Government Code Section 29532, and SANBAG was established as the San Bernardino County Transportation Commission pursuant to California Government Code Section 130054.

The AGENCIES wish to cooperate and seek common goals in the development of U.S. 395, from Interstate 15 to the Mono County/Nevada State line and including Highway 120 in Mono County (referred to herein as 395 CORRIDOR).

The LTCs and the Kern COG entered into a Memorandum of Understanding in January 1999 that provides for the joint funding of certain projects on the 395 CORRIDOR, along with the following other considerations:

- Forming a coalition consisting of Inyo, Mono, and Kern County Regional Transportation Planning Agencies (RTPAs)
- Meeting regularly
- Developing additional MOUs to define the planning process and the 395 CORRIDOR development plan
- Jointly funding projects (referred to herein as PROJECTS) on the 395 CORRIDOR, to include Highway 120
- At a future date invite SANBAG to participate in the coalition and increase the scope to include the development of U.S. 395 from Interstate 15 to the Kern/San Bernardino County line.

This MOU records the result of meetings between the AGENCIES and Caltrans District offices No. 6, 8, and 9 concerning the development of the 395 CORRIDOR. The AGENCIES and Caltrans have agreed to support increased capacity on the 395 CORRIDOR, and have prioritized the development of projects in the "U.S. 395 Corridor Study" which was completed on behalf of the four county RTPAs.

The AGENCIES also wish to cooperate, seek common goals, and facilitate the development of State Route 58 from Interstate 5 to Interstate 40. State Route 58 functions as a critical east-west corridor connecting the Western United States to the Pacific Coast by way of Interstate 40 and is a major route for goods movement in addition to passenger travel.

Kern COG is seeking endorsement from participating AGENCIES of the importance to improve the State Route 58 Corridor through Kern County to a freeway facility. AGENCIES request that Caltrans consider this segment of State Route 58 in the Interregional Improvement Program (IIP). However, there are no related financial implications for this endorsement for any of the participating AGENCIES at this time.

ROLES AND RESPONSIBILITIES

Under this MOU, the AGENCIES agree to pool Regional Improvement Program (RIP) funds (county shares) for the purpose of joint sponsoring PROJECTS on the 395 CORRIDOR. The RTPAs hereby request the California Transportation Commission (CTC) commit Interregional Improvement Program (IIP) funding toward the joint sponsored PROJECTS.

The AGENCIES agree to meet and confer upon request of any party to this MOU or by any of the three Caltrans Districts to discuss proposed changes to project scope, limits, cost and/or schedule. Any proposed change to PROJECT scope, limits, cost and/or schedule must be approved by the California Transportation Commission before becoming effective. The AGENCIES agree to not change the scope, limits, cost, and/or schedule of the PROJECTS without the mutual consent of all parties to the MOU. Said consent by the AGENCIES will not be unreasonably withheld if it can be demonstrated that the proposed changes will not impact funding and/or delivery of other programmed priority projects. If there are cost increases, then each of the AGENCIES' contribution will be increased proportionately, subject to the mutual consent of all parties to the MOU.

This MOU becomes effective when fully executed by all parties. The terms and conditions of this MOU remain in effect until the proposed PROJECT identified below is completed (when Final Estimate has been processed by the State consistent with the terms of future cooperative agreements.) or abandoned by a unanimous vote of the parties hereto. This MOU can be modified or amended by mutual written consent of all parties. This MOU does not replace or modify any other preexisting MOU between any or all parties. Likewise, future MOUs may be entered into between any or all of the parties not withstanding this MOU. In the event funding for any of the PROJECTS is not authorized by the CTC, the provisions for funding that PROJECT contained in this MOU shall become null and void.

PROPOSED PROJECTS AND FUNDING

For the 2002 STIP the component of PROJECT for joint funding under this agreement is:

- **Development of the U.S. 395 Corridor from approximately 1.8 mi South of Desert Flower Road to 0.5 miles South of Farmington Road (PM 19.3 to 48.0) Achieve Project Approval and Environmental Document.**

Each party recognizes that, while no reciprocal projects are identified in the remaining Counties in this MOU, that there may be jointly funded future projects in each County identified in future MOUs.

This MOU does not necessarily constitute agreement to program the remaining phases of this PROJECT in the future STIPs, but doesn't preclude further funding of the remaining components. The MOU partners agree to continue to consider mechanisms for funding future phases of this PROJECT. The Project Approval and Environmental component cost is estimated at $14,000,000. This MOU splits the funds to be programmed as follows:

$2,000,000 by Mono County LTC
$2,000,000 by Inyo County LTC
$2,000,000 by Kern COG
$4,000,000 by SANBAG

The California Transportation Commission has committed $4,000,000 in IIP funds and the AGENCIES hope for continued support from the State as the project progresses.

----------SIGNATURES ON FOLLOWING PAGE----------

Inyo, Mono, and Kern County RTPAs and SANBAG have, by separate Resolution or Minute Order authorized their duly appointed officers to execute this agreement.

Kern Council of Governments

_____
Harold W. Hanson, Chairperson

_____
Phillip W. Hall, Deputy County Counsel

_____
Ahron Hakimi, Executive Director

Inyo County Local Transportation Commission

_____
Robert Kimball, Chairperson

_____
Dana Crom, Deputy County Counsel

_____
Clint Quilter, Executive Director

Mono County Local Transportation Commission

_____
Larry Johnston, Chairperson

_____
Marshall Rudolph, County Counsel

_____
Scott Burns, Executive Director

San Bernardino Associated Governments

_____
Janice Rutherford, President

_____
Eileen Monaghan Teichert, General Counsel

_____
Raymond W. Wolfe, Executive Director

CALTRANS ACKNOWLEDGMENT:
Although not a party to this MOU, Caltrans acknowledges the intent of the parties to pool their RIP county shares with IIP funds for the purpose of jointly funding the State Highway Projects as specified in this 395 MOU and to support freeway improvements on State Route 58 in Kern County.

_____
Thomas P. Hallenbeck, District Director
Caltrans, District 9

_____
Sharri Bender-Ehlert, District Director
Caltrans, District 6

_____
Basem Muallem, District Director
Caltrans, District 8

Attachment A
1999 MOU, 4 pages
2001 MOU, 3 pages

MEMORANDUM OF UNDERSTANDING

BETWEEN

INYO COUNTY LOCAL TRANSPORTATION COMMISSION,

MONO COUNTY LOCAL TRANSPORTATION COMMISSION, AND

KERN COUNCIL OF GOVERNMENTS

This Memorandum of Understanding is entered into, by, and between the Inyo County Local Transportation Commission, the Mono County Local Transportation Commission, and the Kern Council of Governments (Kern COG).

RECITALS

These three Regional Transportation Planning Agencies (RTPAs) were established pursuant to California Governments Code Section 29532, and have been designated as the RTPAs serving their respective counties by the Secretary, California Business, Transportation and Housing Agency.

The RTPAs have been advised that the California Transportation Commission (CTC) is encouraging Regional Transportation Planning Agencies to cooperate in the development of priorities related to the programming of State Transportation Improvement Program (STIP) funds for highway projects. Additional funding is anticipated for programming in the 1998 STIP Amendment.

The Inyo, Mono Local Transportation Commissions and Kern COG wish to cooperate and seek common goals in the development of State Route 14, from the Los Angeles/Kern County line to its terminus at the junction of U.S. 395, and U.S. 395, from Interstate 15 to the Mono County/Nevada State line and including Highway 120 in Mono County (referred to herein as CORRIDOR).
The RTPAs wish to further consider:

- Forming a coalition consisting of Inyo, Mono and Kern County RTPAs
- Meeting regularly
- Developing additional MOUs to define the planning process and the CORRIDOR development plan
- Jointly funding projects (referred to herein as PROJECTS) on the CORRIDOR, to include Highway 120
- At a future date invite San Bernardino RTPA to participate in the coalition and increase the scope to include the development of U.S. 395 from Interstate 15 to the Kern/San Bernardino County line.

ROLES AND RESPONSIBILITIES

Under this MOU, Inyo, Mono and Kern County RTPAs agree to pool Regional Transportation Improvement Program (RTIP) funds (county shares) for the purpose of joint sponsoring PROJECTS on

EXHIBIT O

the CORRIDOR. The RTPAs hereby request the CTC commit Interregional Transportation Improvement Program (ITIP) funding toward the joint sponsored PROJECTS.

The RTPAs agree to meet and confer upon request of any party to this MOU or by Caltrans to discuss proposed changes to project scope, limits, cost and/or schedule. Any proposed changes to project scope, limits, cost and/or schedule must be approved by the California Transportation Commission before becoming effective. The RTPAs agree to not change the project scope, limits, cost and/or schedule of the projects without the mutual consent of all parties to the MOU. Said consent by the RTPAs will not be unreasonably withheld if it can be demonstrated that the proposed changes will not impact funding and/or delivery of other programmed priority projects.

This MOU becomes effective when fully executed by all parties. The terms and conditions of this MOU remain in effect until the proposed PROJECTS identified below are complete (when Final Estimate has been processed by the State) or abandoned by a unanimous vote of the parties hereto. This MOU may be terminated by any of the MOU partners if all of the PROJECTS have not been completed or programmed in the 2008 STIP adopted by the CTC. This MOU can be modified or amended by mutual written consent of all parties. This MOU does not replace or modify any other preexisting MOU between any or all parties. Likewise, future MOUs may be entered into between any or all of the parties not withstanding this MOU. In the event funding is not authorized by the CTC, this MOU shall become null and void.

PROPOSED PROJECTS AND FUNDING

For the 1998 STIP Amendment the proposed components of PROJECTS for joint funding under this agreement are:

- Widen U.S. 395 in Inyo County to four lane expressway form P.M. 30.8 to 41.6- Olancha/Cartago project. Achieve Project Approval and Environmental Document.
- Widen State Route 14 in Kern County to four lane expressway form P.M. 16.2 to 26.3- North Mojave project. Achieve Project Approval and Environmental Document.
- This MOU also incorporates PROJECT(S) to be identified on U.S. 395 and/or State Route 120 in Mono County. Prior to any PROJECTS identified in this MOU being advanced for Plans Specifications and Engineering, Mono County shall identify its PROJECT(S). PROJECT(S) identified by Mono County shall be amended into this MOU and must be agreed to by both the other parties hereto. Mono County's PROJECT(S) must be identified prior to the adoption of the 2002 STIP or this MOU shall be automatically terminated.

Each party of this MOU agrees to program the remaining phases of these projects in the future STIP's, in accordance with this MOU. The MOU partners will return a matching percentage advanced by the other MOU partners for PROJECTS jointly funded under this MOU. Funds advanced shall be repaid during the next STIP cycle if the MOU is terminated.

The projects are to be funded as follows:

40% by the County RTIP in which the PROJECT is located.

40% by the State ITIP

10% each by the two remaining County's RTIPs

Inyo, Mono, and Kern County RTPAs have, by separate Resolution or Minute Order, authorized their duly appointed officers to execute this agreement.

Kern Council of Governments

Cathy L. Prout 1-11-99
Cathy Prout Date
Chairman

1/8/99
Kirk Perkins Date
Deputy County Counsel

1/7/99
Ron Brummett Date
Executive Director

Inyo County Local Transportation Commission

Robert Kimball
Robert Kimball Date
Chairman

1/7/99
Paul Bruce Date
County Counsel

1-7-99
Jeff Jewett Date
Executive Director

Mono County Local Transportation Commission

1-7-99
Joann Ronci Date
Chairman

1/7/99
Marshall Rudolph Date
County Counsel

1-7-99
Scott Burns Date
Executive Director

CALTRANS ACKNOWLEDGMENT:

Although not a party to this MOU, Caltrans acknowledges the intent of the parties to pool their RTIP county shares with ITIP funds for the purposes of jointly funding the State Highway Projects as specified in the MOU.

Thomas P. Hallenbeck, District Director
Caltrans, District 09

Date 1/7/99

Bart Bohn, District Director
Caltrans, District 06

Date 1/7/99

MEMORANDUM OF UNDERSTANDING
BETWEEN
INYO COUNTY LOCAL TRANSPORTATION COMMISSION,
MONO COUNTY LOCAL TRANSPORTATION COMMISSION, AND
KERN COUNCIL OF GOVERNMENTS

This Memorandum of Understanding is entered into, by, and between the Inyo County Local Transportation Commission, the Mono County Local Transportation Commission, and the Kern Council of Governments (Kern COG).

RECITALS

These three Regional Transportation Planning Agencies (RTPAs) were established pursuant to California Government Code Section 29532, and have been designated as the RTPAs serving their respective counties by the Secretary, California Business, Transportation and Housing Agency.

The Inyo and Mono Local Transportation Commissions and Kern COG wish to cooperate and seek common goals in the development of State Route 14, from the Los Angeles/Kern County line to its terminus at the junction of U.S. 395, and U.S. 395, from the Kern/San Bernardino County line to the Mono County/Nevada State line and including Highway 120 in Mono County (referred to herein as CORRIDOR).

As evidence of the cooperation between these three RTPAs, they entered into a Memorandum of Understanding in January, 1999 that provides for the joint funding of certain projects on the CORRIDOR, along with the following other considerations:

Forming a coalition consisting of Inyo, Mono, and Kern County RTPAs
Meeting regularly
Developing additional MOUs to define the planning process and the CORRIDOR development plan
Jointly funding projects (referred to herein as PROJECTS) on the CORRIDOR, to include Highway 120

During meetings between the RTPAs additional projects have been identified on the CORRIDOR which they consider to be of mutual benefit and which the three RTPAs wish to jointly fund.

ROLES AND RESPONSIBILITIES

Under this MOU, Inyo, Mono, and Kern County RTPAs agree to pool Regional Improvement Program (RIP) funds (county shares) for the purpose of joint sponsoring PROJECTS on the CORRIDOR. The RTPAs hereby request the CTC commit Interregional Improvement Program (IIP) funding toward the joint sponsored PROJECTS.

The RTPAs agree to meet and confer upon request of any party to this MOU or by Caltrans to discuss proposed changes to project scope, limits, cost and/or schedule. Any proposed change to project scope, limits, cost and/or schedule must be approved by the California Transportation

Commission before becoming effective. The RTPAs agree to not change the scope, limits, cost, and/or schedule of the projects without the mutual consent of all parties to the MOU. Said consent by the RTPAs will not be unreasonably withheld if it can be demonstrated that the proposed changes will not impact funding and/or delivery of other programmed priority projects.

This MOU becomes effective when fully executed by all parties. The terms and conditions of this MOU remain in effect until the proposed PROJECTS identified below are complete (when Final Estimate has been processed by the State) or abandoned by a unanimous vote of the parties hereto. This MOU may be terminated by any of the MOU partners if all of the PROJECTS have not been completed or programmed in the 2012 STIP adopted by the CTC. This MOU can be modified or amended by mutual written consent of all parties. This MOU does not replace or modify any other preexisting MOU between any or all parties. Likewise, future MOUs may be entered into between any or all of the parties not withstanding this MOU. In the event funding for any of the PROJECTS is not authorized by the CTC, the provisions for funding those PROJECTS contained in this MOU shall become null and void.

PROPOSED PROJECTS AND FUNDING

For the 2002 STIP the proposed components of PROJECTS for joint funding under this MOU are:

- **Widen State Route 14 in Kern County to four lane expressway from P.M. 45.9 to 62.3 – Freeman Gulch project. Achieve Project Approval and Environmental Document.**
- **Widen Highway 395 in Kern County to four lane expressway from P.M. 14.8 to 23 - Inyokern four-lane project. Achieve Project Approval and Environmental Document.**

Each party recognizes that, while no reciprocal projects are identified in the remaining Counties, the intent is to jointly fund future projects in each County.

Each party of this MOU agrees to program the remaining phases of these PROJECTS in the future STIP's, in accordance with this MOU. The MOU partners will return a matching percentage advanced by the other MOU partners for PROJECTS jointly funded under this MOU. Funds advanced shall be repaid during the next STIP cycle if the MOU is terminated.

The projects are to be funded as follows:

40% by the County RIP in which the PROJECT is located
40% by the State IIP
10% each by the two remaining County's RIPs

Inyo, Mono, and Kern County RTPAs have, by separate Resolution or Minute Order, authorized their duly appointed officers to execute this MOU.

Kern Council of Governments:

Philip Smith
Chairperson

Ronald E. Brummett
Executive Director

Approved as to form:

Kirk Perkins
Deputy County Counsel

Inyo County Local Transportation Commission

Robert Kimball
Chairman

Jeff Vawett
Executive Director

Approved as to form:

~~Paul Bruce~~
County Counsel

Mono County Local Transportation Commission

Kathleen Cage
Chairperson

Scott Burns
Executive Director

Approved as to form:

Marshall Rudolph
County Counsel

CALTRANS ACKNOWLEDGMENT:

Although not a party to this MOU, Caltrans acknowledges the intent of the parties to pool their RIP county shares with IIP funds for the purpose of jointly funding the State Highway Projects as specified in this MOU.

Thomas P. Hallenbeck, District Director
Caltrans, District 9

J. Mike Leonardo, Acting District Director
Caltrans, District 6

ATTACHMENT B

2013 Memorandum of Understanding Between Inyo County, Mono County and Kern County

MOU Programming Summary - ($ X 1,000) - BOLD - Programmed Italic - Not Yet Programmed							
	FY	IIP	Inyo	Kern	Mono	Total	Status
(Kern) North Mojave 4-Lane		$27,403	$6,851	$27,403	$6,851	$68,508	Constructed
(Inyo) Olancha Cartago		$49,071	$49,071	$12,268	$12,268	$122,678	Final Environmental
Environmental	7/8	$2,749	$2,749	$687	$687	$6,872	In Progress
Design	12/13	$2,051	$2,051	$513	$513	$5,128	Not Started
Rights-of-Way	14/15	$6,620	$6,620	$1,655	$1,655	$16,550	Not Started
Construction	17/18	$37,400	$37,400	$9,350	$9,350	$93,500	Proposed in 2014 Cycle
(Mono) High Point		$597	$150	$150	$597	$1,494	Constructed
Environmental	2/3	$541	$135	$135	$541	$1,352	Completed
Design	7/8	$56	$15	$15	$56	$142	Completed
The remainder of this project was delivered in the state highway maintenance program (SHOPP) - figures below							
Design	11/12					$1,770	Completed
Rights-of-Way	11/12					$288	Completed
Construction	11/12					$20,100	Completed
(Kern) Inyokern		$1,240	$310	$1,240	$310	$3,100	Shelved
Environmental	2/3	$1,240	$310	$1,240	$310	$3,100	
This project was removed from the MOU.							
(Kern) Freeman Gulch Env.		$779	$195	$779	$195	$1,948	Completed
Environmental	2/3	$779	$195	$779	$195	$1,948	
This project was broken into segments to facilitate financing over multiple funding cycles. See segment information below.							
(Kern) Freeman Gulch Seg. 1		$17,955	$4,489	$17,955	$4,489	$44,888	In Design
Design	12/13	$1,000	$250	$1,000	$250	$2,500	In Progress
Rights-of-Way	14/15	$4,520	$1,130	$4,520	$1,130	$11,300	Not Started
Construction	16/17	$12,435	$3,109	$12,435	$3,109	$31,088	Not Started
(Kern) Freeman Gulch Seg. 2		$19,075	$3,258	$19,075	$3,258	$44,666	In Design
Design	15/16	$1,300	$975	$0	$975	$3,250	In Progress
Rights-of-Way	16/17	$3,044	$2,283	$0	$2,283	$7,610	Not Started
Construction	Future	$14,731	$0	$19,075	$0	$33,806	
(Kern) Freeman Gulch Seg.3		$21,728	$5,419	$21,728	$5,419	$54,290	Not Started
Design	Future	$1,840	$460	$1,840	$460	$4,600	Not Programmed
Rights-of-Way	Future	$310	$113	$310	$113	$1,250	Not Programmed
Construction	Future	$19,376	$4,844	$19,376	$4,844	$48,440	Not Programmed
Total :		$137,846	$69,743	$100,596	$33,387	$341,572	
		IIP	Inyo	Kern	Mono		County Total
Inyo		$49,071	$49,071	$12,268	$12,268		$122,678
Kern		$88,178	$20,522	$88,178	$20,522		$217,400
Mono		$597	$150	$150	$597		$1,494
Total By Agency		$137,846	$69,743	$100,596	$33,387		$341,572
Agency		Outside County		Received in County		Total Expended by County	
Inyo		$ 20,672		$ 122,678		$ 69,743	
Kern		$ 12,418		$ 217,400		$ 100,596	
Mono		$ 32,790		$ 1,494		$ 33,387	

Programming indicated above reflects both advanced phases from previous STIP cycles in addition to future needs. Cost estimates are subject to revision.

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: **21**

Date: November 6, 2013

Subject: Highway 62 and Rotary Way Traffic Signal Project

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

1. Approve allocation of $102,340.33 in Measure I Morongo Basin Subarea - Major Local Highway Program funds to the County of San Bernardino for the Rotary Way Traffic Signal Project.

2. Approve a budget amendment to increase Task No. 0516, Measure I Mt/Desert Apportionment and Allocation, from $11,048,259 to $11,150,560 to be funded with $102,341 of Measure I Morongo Basin Subarea - Major Local Highway Program funds.

3. Approve Funding Agreement C14023 in the amount of $102,340.33 with the County of San Bernardino for the Rotary Way Traffic Signal Project, with $102,340.33 funded by Measure I Morongo Basin Subarea - Major Local Highway Program funds.

Background: **This is a new agreement.** In August 2009, San Bernardino County nominated the Highway 62 and Rotary Way Traffic Signal Project for a future allocation of Major Local Highway Program (MLH) funds as it had been determined by the

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1311c-ep
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14023.doc

Morongo Basin subarea to be of regional priority. On November 20, 2009, the Mountain/Desert Committee approved the project as eligible for an allocation of MLHP funds as they became available.

On December 7, 2011, the Board of Directors approved Contract C12162 for the allocation of $450,000 of MLH Funds to the Project.

At the conclusion of construction, the total project cost exceeded the original estimate and San Bernardino County requested additional funding. On September 23, 2013 the Morongo Basin Subarea approved the increased allocation of MLH funds to the project. Because the original Contract C12162 has expired, staff is recommending execution of a new agreement to close out the final project costs.

SANBAG's share of the project cost is $552,340.33 (88.2%) and Copper Mountain College's share of the cost is $73,895.88 (11.8%). San Bernardino County did not contribute funding but served as lead agency to complete the design, right-of-way and construction of the project.

Financial Impact: This item is not consistent with the adopted Fiscal Year 2013/2014 budget. A budget amendment is required to increase Task No. 0516 by $102,341 to be funded by Measure I Morongo Basin Subarea – Major Local Highway Program funds.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain Desert Policy Committee on October 18, 2013. SANBAG General Counsel has reviewed and approved this item and the Contract.

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

BRD1311c-ep

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14023 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and San Bernardino County

Contract Description Install Traffic Control Signals at the Intersection of Rotary Way and State Highway 62

Board of Director's Meeting Date: 12/7/11for original contract and project approval

Overview of BOD Action: Project has been completed and the total cost of the project has increased to $659,779.80. C12162 estimated amount was for $450,000 and SANBAG's share of 88.2% of the project has increased by $ 84,884.83.

Is this a Sole-Source procurement? ☒ **Yes** ☐ **No** San Bernardino County staff designed project and provided construction management. RFP issued by County for construction.

CONTRACT OVERVIEW

Original Contract Amount	$	84,884.83	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	84,884.83	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	84,884.83

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
7/1/13	6/30/14	

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

N/A

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. ____.

☒ A Budget Amendment is required. Task 0516 for 2013/2014. (August GPC and Sept BOD)

How are we funding current FY? Morongo Basin MLHP Funds

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☒ Measure I Funds

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

Morongo Basin MLHP Funds

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Ellen Pollema	Ellen Pollema	8/26/13
Project Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	8/29/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	8/29/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill	[illegible]	8/29/13
Contract Administrator (Print Name)	Signature	Date
W Stewart	[illegible]	8/30/13
Chief Financial Officer (Print Name)	Signature	Date

PROJECT FUNDING AGREEMENT C14023

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

COUNTY OF SAN BERNARDINO

FOR

HIGHWAY 62 AND ROTARY WAY TRAFFIC SIGNAL PROJECT
COUNTY OF SAN BERNARDINO

THIS Project Funding Agreement ("Agreement") is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the COUNTY OF SAN BERNARDINO (hereinafter referred to as "COUNTY"). AUTHORITY and COUNTY shall be individually or collectively, as applicable, known as "PARTY" or "PARTIES."

RECITALS

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

B. The Highway 62 and Rotary Way Traffic Signal Program ("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 Mountain/Desert Subarea MLHP funds;

D. On December 7, 2011, AUTHORITY's Board of Directors approved allocation of $450,000.00 in Morongo Basin Subarea MLHP funds to COUNTY for the PROJECT;

E. Agreement C12162 was executed on December 22, 2012 by AUTHORITY, COUNTY, and COPPER MOUNTAIN COLLEGE;

E. On April 24, 2013 the Morongo Basin Subarea transportation planning partners approved the additional allocation of $63,620.00 in Morongo Basin Subarea MLHP funds;

F. On August 13, 2013 the Morongo Basin Subarea transportation planning partners approved the additional allocation of $21,264.83 in Morongo Basin Subarea MLHP funds;

G. On September 23, 2013 the Morongo Basin Subarea transportation planning partners approved the additional allocation of $17,455.50 in Morongo Basin Subarea MLHP funds;

H. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;

I. AUTHORITY and COUNTY are entering into this Agreement with the understanding that AUTHORITY will reimburse COUNTY for eligible PROJECT expenditures with a maximum of $102,340.33 in MLHP funds.

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

SECTION I

AUTHORITY AGREES:

1. To reimburse COUNTY for the remaining AUTHORITY share of the PROJECT up to a maximum of $102,340.33 in MLHP Funds. AUTHORITY shall have no further responsibilities to provide MLHP funds for PROJECT exceeding this amount. The cost shares for this PROJECT are provided in Attachment B.

2. To reimburse COUNTY within 30 days after COUNTY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by COUNTY up to a maximum of $102,340.33, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.

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 COUNTY 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

COUNTY AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.

2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by COUNTY, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed $102,340.33 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT by COUNTY are considered eligible PROJECT expenses and may be charged to the PROJECT funds subject to AUTHORITY's guidelines.

3. To abide by all AUTHORITY, COUNTY, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.

4. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.

5. To provide AUTHORITY all source documents, books and records connected with its performance under this Agreement.

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support COUNTY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by COUNTY.

7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than 120 days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.

8. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of COUNTY receiving notice of audit findings, which time shall include an opportunity for COUNTY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and COUNTY fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due COUNTY from any source under AUTHORITY's control. Eligible and ineligible expenses are more fully described in the Measure I 2010-20140 Strategic Plan Policies 40016 and 40017.

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. Eligible PROJECT reimbursements shall include only those costs incurred by COUNTY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.

3. Neither AUTHORITY 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 COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. COUNTY's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

4. Neither COUNTY 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 AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless COUNTY , its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY's indemnification obligation applies to COUNTY's "active" as well as "passive" negligence but does not apply to COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

5. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or June 30, 2014, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 3 and 4 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated or let by COUNTY within twelve (12) months of the Effective Date of this Agreement.

6. AUTHORITY may terminate this Agreement if COUNTY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.

7. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.

8. Attachment A, Highway 62 and Rotary Way Traffic Signal Project, County of San Bernardino (Description of Project) and Attachment B, Highway 62 and Rotary Way Traffic Signal Project, County of San Bernardino (Project Funding Plan), are attached to and incorporated into this Agreement.

9. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

----------SIGNATURES ON FOLLOWING PAGE----------

In witness whereof, the Parties have executed this Agreement by their authorized signatories below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
W. E. Jahn
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

Date: _____

COUNTY OF SAN BERNARDINO

By: _____
Janice Rutherford
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Scott Runyan
Deputy COUNTY Counsel

ATTACHMENT A

HIGHWAY 62 AND ROTARY WAY TRAFFIC SIGNAL
(Description of Project)

Description:

The intersection of Rotary Way and State Highway 62 is under the jurisdiction of both the California Department of Transportation (Caltrans) and San Bernardino County. The Project consists of removing and replacing asphalt concrete; constructing concrete curb, sidewalk and ramps; installing traffic control signals, and appurtenance lighting and signs; painting traffic stripes, pavement markings and markers; and installing barricade.

Attachment B

HIGHWAY 62 AND ROTARY WAY TRAFFIC SIGNAL

Project Funding Plan

Description	Phase	Total Cost of Project	County of San Bernardino Share	% of Project County	San Bernardino County Transportation Authority*	% of Project Authority	Copper Mountain College	% of Project College
Traffic Signal Rotary Way @ State Highway 62	Design	$53,334.41						
	Construction Engineering	$188,301.61						
	Construction	$437,934.60						
TOTAL		$679,570.62	$0	0%	$552,340.33	88.2%	$127,230.29	11.8%
*Copper Mountain College Preliminary Design Costs***							*$53,334.41*	
Funding Agreement C12162 (estimated cost of work $510,000)					$450,000.00	88.2%	$60,000.00	11.8%
Additional Invoice under C12162							$13,895.88	
Funding Agreement C14023 (actual cost of work $606,445.39)					$102,340.33			
TOTAL PROJECT FUNDING					$552,340.33	88.2%	$127,230.29	11.8%

* Major Local Highway Program Funds.
** Costs not included in 88.2%/11.8% split.

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TRANSPORTATION MEASURE I

■ 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: 22

Date: November 6. 2013

Subject: 2014 State Transportation Improvement Program

Recommendation:* That the Board, acting as the San Bernardino Transportation Commission, approve the following actions related to the 2014 State Transportation Improvement Program, as shown in Table 2:

1. Propose programming of $1.27 million per year in Fiscal Years 2016/2017 to 2018/2019 for Planning, Programming, and Monitoring activities.

2. Propose an amendment to the current programming for the Interstate 10 HOV Lane project to reduce Regional Improvement Program construction funds from $40 million to $19.983 million and to reprogram from Fiscal Year 2015/2016 to Fiscal Year 2017/2018.

3. Nominate the following new projects for Regional Improvement Program funds to be submitted to the California Transportation Commission for inclusion in the 2014 State Transportation Improvement Program:

   a. US 395 Widening through Adelanto – Program $5.55 million for right of way in Fiscal Year 2014/2015.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1311a-pc

b. Interstate 215 Mount Vernon Avenue/Washington Street Interchange Improvement – Program $20 million for Construction in Fiscal Year 2018/2019.

c. State Route 210 Widening from Highland Avenue to Interstate 10 – Program $43.523 million for Construction in Fiscal Year 2017/2018.

4. Propose an amendment to the current programming for Interstate 215 Barton Road Interchange Reconstruction to shift construction funds from Fiscal Year 2015/2016 to Fiscal Year 2016/2017 in accordance with the current construction schedule.

Background:

The State Transportation Improvement Program (STIP) is one of the oldest state transportation programs that provides funding for transportation projects. Prior to SB 45, Caltrans nominated the projects to be included in the STIP. After the enactment of SB 45 in 1997, the STIP was divided into two subprograms: the Regional Improvement Program (RIP) funded with 75% of the STIP, and the Interregional Improvement Program (IIP) funded with 25% of the STIP. The RIP is further divided between Northern and Southern California, and finally subdivided by formula into county shares. County shares are available solely for projects nominated by regional agencies such as SANBAG. IIP projects are nominated by Caltrans. Funding levels for the STIP vary from year to year depending on the overall economic situation at the state and federal levels. The STIP draws its revenues from the State Highway Account (SHA), which is funded with various state and federal taxes on fuels and weight fees. The California Transportation Commission (CTC) is responsible for developing STIP guidelines, approving the programming of projects submitted by regions and Caltrans for the inclusion in the STIP, allocating the STIP funds, and monitoring the delivery of STIP projects.

The STIP is a biannual program adopted no later than April 1 of each even numbered year. Development of the STIP starts with the adoption of the Fund Estimate (FE), usually in August of the previous year, followed by project submittals by the regions and Caltrans based on the target shares published in the FE. The FE is based on estimates of the tax and fee revenues and assumptions on the new Federal Highway Act. The actual STIP funds available are dependent on the accuracy of these estimates. The STIP program may need to be adjusted if there is a large discrepancy between the actuals and the estimated. Considering the statewide nominations, the CTC, in collaboration with the applicants, makes

necessary adjustments to the nominations to ensure that the overall program is solvent and in the best interest of the State. To obtain public input, the CTC conducts two STIP hearings, one in the north and one in the south.

Each new STIP covers a five year period including two new years of programming capacity. The new STIP includes projects carried forward from the previous STIP plus new projects proposed by regional agencies and Caltrans.

2014 STIP Programming Capacity

The 2014 STIP programming cycle began with the CTC adopting the FE on August 6, 2013. The FE identified $3.4 billion of programming capacity available statewide over the next five years, of which about $1.2 billion is new programming capacity. All of the new STIP capacity is available in the last two years of the five-year cycle (Fiscal Years 2017/2018 and 2018/2019).

STIP capacity does not include federal commitments for Transportation Enhancements (TE) as it did in the past because Moving Ahead for Progress in the 21st Century (MAP-21) changed the way TE funds are distributed throughout the State. In addition, there is no new Public Transportation Account (PTA) STIP programming capacity in 2014 STIP. The PTA funds Caltrans' transportation planning, mass transportation, Intercity Rail programs, and STIP transit projects. PTA resources are derived primarily from the sales taxes on diesel fuel. With the enactment of the fuel tax swap in 2011, most of the funds generated by the sales tax on diesel fuel are transferred to the State Transit Assistance fund, so there is no longer PTA remaining to fund capital projects in the STIP.

Current programming for San Bernardino County totals about $125 million, which includes all projects that have not received allocation of STIP funds from the CTC. San Bernardino receives about 4.75% of the statewide total of new programming capacity, or $56.92 million. Because $5.969 million was programmed in advance during the 2012 STIP cycle, the FE shows a net share of $51.066 million for San Bernardino County, which will be available in Fiscal Years 2017/2018 and 2018/2019.

2014 STIP Programming - Recommended Priorities

Table 1 shows current STIP commitments approved by the SANBAG Board and the CTC during the 2012 STIP cycle and the current

availability of STIP funds. Table 2 details the current STIP programming by fiscal year and proposed programming for the 2014 STIP (shown in bold). The proposed programming represents the project funding needs that are necessary to keep projects identified for RIP funds in the Ten-Year Delivery Plan fully funded and on schedule.

Table 1
Current STIP Programming for San Bernardino County

Current Programmed Project (in thousands)	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18-18/19
Planning Programming and Monitoring	$1,200	$1,200	$1,200	$1,800	
I-15 NB lane Victorville-Barstow Phase 2	$23,564				
Rte 138 Widening	$15,450				
I-10 HOV lanes, Haven to Ford Street			$40,000		
I-215 Barton Rd. Interchange Reconstruction	$17,400		$22,611		
Total Programmed	**$57,614**	**$1,200**	**$63,811**	**$1,800**	
Advanced share from 2012 STIP					-$5,969
Lapsed funds returned from FY 11/12-12/13					$115
2014 STIP New Programming Capacity					$56,920
Net New Programming Capacity (FY 17/18 and 18/19)					**$51,066**
Total Programming Capacity					**$117,877**

Table 2
Proposed 2014 STIP Programming for San Bernardino County
(Amendments and Additions shown in bold)

Proposed Programming (in thousands)	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
Planning Programming and Monitoring	$1,200	$1,200	$1,200	$1,800		
				-$530	**$1,270**	**$1,270**
I-15 NB lane Victorville-Barstow Ph 2	$23,564					
Rte 138 Widening	$15,450					
I-10 HOV lanes, Haven to Ford Street			$40,000			
			-$40,000		**$19,983**	
I-215 Barton Rd Interchange	$17,400		$22,611			
			-$22,611	**$22,611**		
US 395 Widening through Adelanto		**$5,550**				
I-215 Mount Vernon Ave. Interchange						**$20,000**
SR 210 Widening/Highland Ave to I-10					**$43,523**	
Total Programmed	$57,614	$6,750	$1,200	$23,881	$64,776	$21,270
					Total Programming Capacity	$117,877
					Total Proposed Programming	$117,877
					Capacity Remaining/(Advanced)	$0

BRD1311a-pc

Descriptions of the proposed programming and rationale are as follows:

- Planning, Programming, and Monitoring: The State allows up to 5% of the regional county share funds to be programmed for planning programming and monitoring (PPM) activities. These funds can be used for activities such as:

  - Regional transportation planning, including the development and preparation of the regional transportation plan.
  - Project planning, including the development of project study reports or major investment studies, conducted by regional agencies or by local agencies in cooperation with regional agencies.
  - Program development, including the preparation of STIP submittals and studies supporting them.
  - Monitoring the implementation of STIP projects, including project delivery, timely use of funds, and compliance with State law and the Commission's guidelines.

  SANBAG staff is recommending programming 4% of the county share funds for this purpose as was programmed in the 2012 STIP. SANBAG relies on PPM funds for fundamental transportation commission activities such as transportation improvement program development, administration of state and federal transportation funds, and project delivery support.

- I-10 HOV Lanes, Haven to Ford Street - Currently $40 million is programmed in Fiscal Year 2015/16 for construction. While the HOV/HOT options are still being analyzed, construction on either project will not begin until Fiscal Year 2017/2018. Because project construction will span over the next STIP cycle, which will provide another opportunity to increase the STIP funds programmed on this project, and because this project is an excellent candidate for the use of Congestion Mitigation and Air Quality funds, which tend to be difficult to program, staff recommends reducing STIP programming for the 2014 STIP cycle to provide STIP capacity for the other projects identified for STIP funding in the Ten-Year Delivery Plan.

- US-395 Corridor Interim Widening – Staff recommends programming $5.55 million for right of way in Fiscal Year 2014/2015. Although only $3.5 million in RIP funds was identified in the Ten-Year Delivery Plan, other identified sources are no longer available for this project. Final design of this project is expected to begin later this year with

Federal Surface Transportation Program (STP) funds. The Victor Valley Major Local Highway Program would not have the cash flow to support right of way activities in the near term without bonding. While SANBAG currently has STP funds, which are the only other source of funds eligible for this project, available to fund the right of way phase, this would leave little available for any cost overruns on currently programmed projects. Staff recommends proposing RIP funds for the right of way phase as a first priority for funding this phase. Because it is being proposed in a constrained year of the STIP, it is possible that CTC may request the funds be moved out to later years. In this case, staff recommends that the funds be programmed back to the I-10 project discussed above and STP funds be used for US 395 right of way activities.

- I-215 Mount Vernon/Washington St. Interchange – Staff recommends programming $20 million for construction in Fiscal Year 2018/2019. RIP funds were identified in the adopted Ten-Year Delivery Plan along with Measure I and STP funds for a total of $59.9 million for construction. The project is scheduled for completion in 2020.

- SR-210 Widening – Staff recommends programming $43.52 million for construction in Fiscal Year 2016/2017. RIP funds were identified in the adopted Ten-Year Delivery Plan along with Measure I and STP funds for a total of $130.5 million for construction. The project is scheduled for completion in 2019.

Staff will submit the proposed 2014 STIP programming to the CTC by the December 15, 2013, deadline. The CTC is scheduled to publish staff recommendations on February 28, 2014, and adopt the 2014 STIP at their meeting on March 20, 2014.

Financial Impact: This item has no financial impact on the approved Fiscal Year 2013/2014 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 9, 2013.

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

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TRANSPORTATION MEASURE I

■ 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: 23

Date: November 6, 2013

Subject: Request for Cooperative Work Agreement from California Department of Finance

Recommendation:* 1. Approve request for a Cooperative Work Agreement from the California Department of Finance to extend the budget authority lapse date for two years on the following project funds:

- I-215 Segment 1 & 2 Construction phase: $21,188,834 in various Federal fund sources.
- Rideshare activities within the South Coast Air Basin in San Bernardino County: $222,838 in Congestion Mitigation and Air Quality funds.

2. Authorize Executive Director to execute final Cooperative Work Agreement and submit to the Department of Finance for approval.

Background: Federal funds are available for expenditure for six years from the date of initial authorization by the Federal Highway Administration. Government Code Section 16304.3 allows for the extension of budget authority beyond the expenditure limit years through Cooperative Work Agreements (CWA) approved by the California Department of Finance (DOF). The extension will provide two additional years for expenditure of funds. Any funds not expended within eight years will be revoked.

SANBAG received notification from Caltrans that federal funds for the I-215 Segments 1 & 2 Construction phase, and Rideshare activities in the South Coast

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1311b-pc

Air Basin are subject to lapse on June 30, 2014, unless a CWA is requested by SANBAG and approved by the DOF. SANBAG must submit the CWA request to Caltrans by October 31, 2013, and should expect to hear if the DOF has approved the CWA by April 1, 2014. If this request is approved, the remaining funds will be expended by the extended lapse date of June 30, 2016.

The I-215 Segments 1 & 2 Construction is ongoing and anticipated to be completed by early 2014. In order to allow maximum time to resolve any claims and other close out issues, SANBAG is requesting two additional years for expenditure of funds, until June 30, 2016.

The Rideshare project is ongoing. SANBAG contracts with Riverside County Transportation Commission (RCTC) on rideshare activities. Staff is currently working on a renewed contract with RCTC for Fiscal Year 2013/2014. The funds will be fully expended once the contract is executed in the next few months.

Financial Impact: This item has no financial impact on the approved Fiscal Year 2013/2014 budget. If the CWA is not approved by the DOF or if the funds are not fully expended by the lapse deadline, any unexpended funds will lapse and additional funds may be needed to backfill any remaining project costs.

Reviewed By: This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 10, 2013.

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

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TRANSPORTATION MEASURE I

■ 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: 24

Date: November 6, 2013

Subject: State Route 60 Central Avenue Interchange Memorandum of Understanding

Recommendation:* That the Board of Directors, acting in its capacity as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

1. Approve Memorandum of Understanding No. C14017 with the City of Chino for the development of the State Route 60 Central Avenue Interchange project.

2. Waive the five-year contract term limitation set forth in Policy 11000.

Background: The State Route 60 (SR-60) Central Avenue Interchange is the third highest priority in the Measure I 2010-2040 Freeway Interchange Program. Central Avenue is a north-south arterial in the City of Chino (City) and forms a tight diamond interchange with SR-60. This location has been experiencing high levels of traffic congestion resulting in substantial delays. As a result, the City has requested to move forward with improvements to the SR-60 Central Avenue Interchange (Project).

The purpose of this Memorandum of Understanding No. C14017 (MOU) between the San Bernardino County Transportation Authority (SANBAG) and the City is to document the terms and conditions of cooperation required to complete the Project with respect to cost, funding shares, schedule, and scope. The MOU does not commit SANBAG or the City to perform work or provide funding for the

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1311a-cs
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/C14017.docx

Project but provides the overall framework necessary to complete all phases of the Project. Cooperative Agreements will be developed for each phase of the Project that will identify the specific roles and funding responsibilities.

It is anticipated that SANBAG will be the lead agency for project development from the project study phase through the construction phase. Upon approval of the MOU, staff will commence work on the cooperative agreement defining the roles and responsibilities, as well as funding commitments, for the planning, environmental, design, right-of-way and utility components of the project.

The City Council approved the MOU on October 1, 2013.

The termination date of the MOU is the earlier of the Project notice of completion recordation date or June 30, 2020. It is expected that it will take longer than five years to complete all phases of the Project, therefore staff requests waiver of the five-year contract term limitation set forth in Policy 11000.

Financial Impact: This item has no financial impact on the approved Fiscal Year 2013/2014 budget as it does not commit any funds.

Reviewed By: This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 10, 2013. This item and the MOU have been reviewed by Contract Administrator and General Counsel.

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

BRD1311a-cs

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C14017 Amendment No. _____

By and Between

SANBAG (as Authority) and City of Chino

Contract Description State Route 60 at Central Avenue Interchange Memorandum of Understanding

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve Memorandum of Understanding C14017 with the City of Chino for the State Route 60 at Central Avenue Interchange project.

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	0	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	0	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY ***(contract value + contingency)***				$	0

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
11/6/2013	6/30/2020	

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

FINANCIAL INFORMATION

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

☐ A Budget Amendment is required. How are we funding current FY?

Budget authority will be handled in phase specific cooperative agreements

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

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

☐ Payable ☐ Receivable NOTE: This is a MOU and does not commit any funds.

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes: ☐ Retention? If yes, indicate % _____.

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

for Mary Brown		9/17/13
Project Manager (Print Name)	Signature	Date
for Barry Condor		9/18/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	9/18/13
Dir. Of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		9/20/13
Contracts Manager (Print Name)	Signature	Date
W. Stuarsky		9/23/13
Chief Financial Officer Signature (Print Name)	Signature	Date

SANBAG

CONTRACT C14017

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND THE CITY OF CHINO

FOR THE DEVELOPMENT OF

THE STATE ROUTE 60/CENTRAL AVENUE INTERCHANGE PROJECT

I. PARTIES AND TERM

A. This Memorandum of Understanding ("MOU") is entered by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("AUTHORITY" or "SANBAG") and the CITY OF CHINO ("PROJECT SPONSOR") (and together the "PARTIES") on the Effective Date defined later herein.

B. The Term of this MOU will commence on the Effective Date and, unless terminated early as provided in Section V, Paragraph C, terminate upon the date a notice of completion is recorded for the State Route 60/Central Avenue Interchange (PROJECT) or June 30, 2020, whichever is earlier.

II. RECITALS

A. WHEREAS, the PROJECT is included in the approved SANBAG 10-Year Delivery Plan and SANBAG Development Mitigation Nexus Study and is eligible to receive funds from the Measure I 2010-2040 Valley Freeway Interchange Program.

B. WHEREAS, the PARTIES desire to proceed with development of the PROJECT.

C. WHEREAS, the PARTIES are entering into this PROJECT MOU for the purpose of documenting the terms and conditions of cooperation between the PARTIES required to complete the PROJECT with respect to cost, funding, schedule, and scope, as detailed in Exhibit A, attached hereto and incorporated herein by this reference.

D. WHEREAS, a conceptual layout of the PROJECT is shown in Exhibit B, attached hereto and incorporated herein by this reference.

E. WHEREAS, the PARTIES acknowledge the intent to move forward with the PROJECT, the Public and Local Agency funding shares required to complete the PROJECT, and the reasonable expectation of funding availability.

F. WHEREAS, the Public Share is defined as the share of project cost calculated as the total cost of the project minus the development share (or Local Agency share) and the Local Agency share is the percentage share of the project cost assigned as the development contribution percentage as listed in the SANBAG Development Mitigation Nexus Study.

G. WHEREAS, the PARTIES understand that the purpose of the MOU is to outline the steps and funds necessary to complete the PROJECT, but the MOU does not commit the PARTIES to perform work or provide funding for the PROJECT, and imposes no enforceable obligations upon the PARTIES and does not grant any rights.

H. WHEREAS, the PARTIES desire to memorialize in this MOU the framework and funding necessary for completion of the PROJECT to assist the PARTIES in their decision-making and budgeting for this PROJECT.

I. WHEREAS, the PARTIES understand that a Cooperative Agreement will be developed for each phase of the PROJECT that will identify the specific roles and responsibilities of AUTHORITY and PROJECT SPONSOR including specific funding commitments.

III. AUTHORITY'S RESPONSIBILITIES

A. AUTHORITY will be responsible for the Public Share of PROJECT costs in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy 40005 and subsequent Cooperative Agreements.

B. AUTHORITY will consider the development of a Loan Agreement(s) for the Local Share of PROJECT costs, if requested by the PROJECT SPONSOR, in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy.

C. AUTHORITY will assign a qualified member of its staff to coordinate with the PROJECT SPONSOR, as determined reasonably necessary by AUTHORITY to facilitate the delivery of the PROJECT.

D. PROJECT SPONSOR and AUTHORITY shall consult on a funding strategy for PROJECT completion at least six months prior to completion of the design phase.

IV. PROJECT SPONSOR'S RESPONSIBILITIES

A. PROJECT SPONSOR will be responsible for the Local Share of the PROJECT costs in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy and subsequent agreements, including Loan Agreements.

B. PROJECT SPONSOR will assign a qualified member of its staff to coordinate with AUTHORITY, as determined reasonably necessary by PROJECT SPONSOR to facilitate the delivery of the PROJECT.

C. PROJECT SPONSOR and AUTHORITY shall consult on a funding strategy for PROJECT completion at least six months prior to completion of the design phase.

V. MISCELLANEOUS

A. The PARTIES acknowledge that should federal funds be used in the environmental or design phases of work, Federal Highway Administration (FHWA) requires that the PROJECT must

move to a capital phase (right-of-way or construction) within ten years or the federal funds may be required to be repaid to FHWA. Responsibilities related to the federal funding will be outlined in the funding cooperative agreement(s).

B. Recitals. The Recitals stated above are integral parts of this MOU and are hereby incorporated into the terms of this MOU.

C. Termination. Both AUTHORITY and PROJECT SPONSOR shall have the right at any time, to terminate this MOU, with or without cause, by giving thirty (30) calendar days written notice to the other party, specifying the date of termination. Termination of the MOU will not terminate the PARTIES' continuing obligations under any Cooperative Agreements generally referenced in Section II, Paragraph I. Termination of the MOU by request of the PROJECT SPONSOR will be understood by the AUTHORITY that PROJECT SPONSOR wishes to discontinue work on the PROJECT, unless otherwise stated in an active Cooperative Agreement or in a subsequent MOU or agreement.

D. Notification. Each Party will designate a person to be responsible for day-to-day communications regarding work under the PROJECT. For PROJECT SPONSOR, that person will be Eric Jacobsen, Supervising Transportation Analyst for CITY OF CHINO. For AUTHORITY, that person shall be Paula Beauchamp, Project Delivery Manager. All notices and communications regarding this MOU, interpretation of the terms of this MOU, or changes thereto will be provided as follows:

CITY OF CHINO Department of Public Works 13220 Central Avenue Chino, CA 91710 ATTN: Jose Alire	SANBAG San Bernardino Associated Governments 1170 W. 3rd Street San Bernardino, CA 92410-1715 ATTN: Executive Director CC: Andrea Zureick

E. Amendment. In the event that the PARTIES determine that the provisions of this MOU should be altered, the PARTIES may execute an amendment to add, delete, or amend any provision of this MOU. All such amendments must be in the form of a written instrument signed by the authorized representatives of the PARTIES.

----------Signatures on the Following Page----------

In witness whereof the PARTIES have executed this MOU on the dates written below and this MOU is effective upon execution of this MOU by both SANBAG and PROJECT SPONSOR ("Effective Date").

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
W.E. Jahn
Board President

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

CITY OF CHINO

By: _____
Matthew Ballantyne
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

APPROVED AS TO CONTENT:

By: _____
Jose Alire
Assistant City Manager

ATTEST:

By: _____
Angela Robles, City Clerk

Date: _____

Exhibit A

Project Scope:
The project will widen the existing eastbound and westbound on ramps and modify the existing Central Avenue Bridge Overcrossing to accommodate two additional through lanes and bike paths by reducing the existing eighteen foot sidewalks to six feet. This is a more cost effective approach than the alternative developed by Caltrans in the draft Project Study Report EA OC870K which includes auxiliary lanes and a partial clover ramp resulting in a project cost of $44 million. The CITY OF CHINO has requested that SANBAG be lead on the remaining phases of work.

Project Cost Estimate and Funding Shares:
Public Share: 41.2%
Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 58.8%
Local Jurisdictional Split of the DIF Share: Chino 91% / County 8% / Montclair 1%

Phase	Estimated Cost**	Public Share	Development Share
Project Study Report	$324,000	$133,488.00	$190,512.00
Project Approval and Environmental	$330,000	$135,960.00	$194,040.00
Design	$654,800	$269,777.60	$385,022.40
Right-of-Way (including Utilities*)	$982,400	$404,748.80	$577,651.20
Construction (Including Construction Management)	$12,399,000	$5,108,388.00	$7,290,612.00
Landscaping	$202,000	$83,244.00	$118,776.00
SANBAG Oversight	$800,000	0	$800,000
Total	$15,692,200	$6,135,606.40	$9,556,603.60

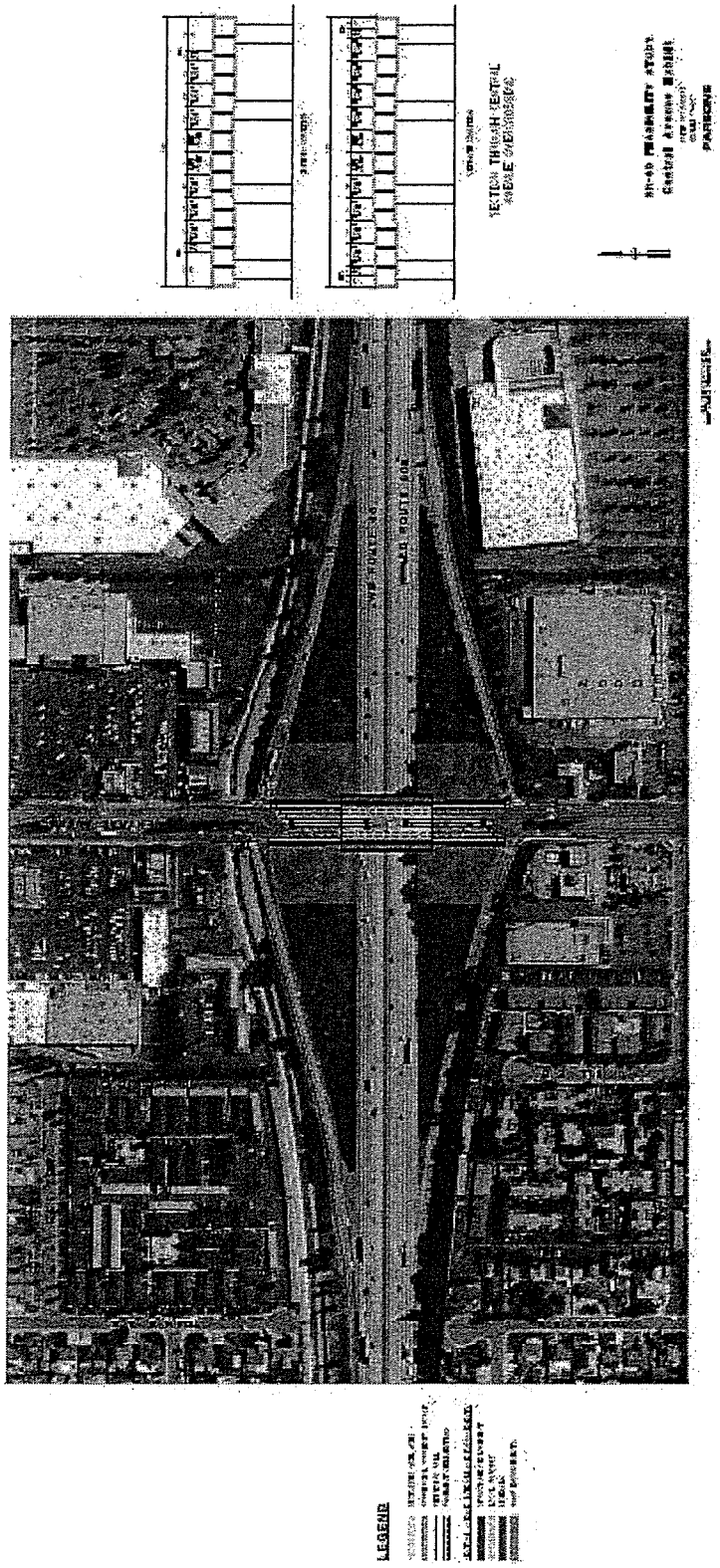
* Utilities are estimated at $108,000.
**Estimated Costs are based on May 2013 feasibility study.

Project Milestones:

Milestone	Actual (Forecast)
Start of Project	(6/2014)
Environmental Approval	(12/2015)
Design Approved/ROW Certified	(12/2017)
Construction Notice to Proceed	(6/2018)
Completed for Beneficial Use	(6/2019)

Exhibit B

Conceptual Layout



Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 25

Date: November 6, 2013

Subject: Memoranda of Understanding for the Section 5339 Bus and Bus Facilities Formula Grants Program

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

1. Approve the Memorandum of Understanding C14015 among Southern California Association of Governments, Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission and San Bernardino Associated Governments for the Section 5339 Bus and Bus Facilities Formula Grants Program.

2. Approve the Memorandum of Understanding C14041 between San Bernardino Associated Governments and Omnitrans for the Section 5339 Bus and Bus Facilities Formula Grants Program.

3. Authorize the Executive Director and/or his designee to execute the Memoranda of Understanding No. C14015 and No. C14041.

Background: Pursuant to the new two-year transportation reauthorization bill that was signed into law on July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21), funding is authorized for the Section 5339 Bus and Bus Facilities

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1311a-vj
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14015.pdf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/C14041.doc

Formula Grants Program for the Federal Fiscal Year (FFY) 2012/2013 and FFY 2013/2014.

Funds from the Section 5339 Grants Program are for capital assistance projects to replace, rehabilitate, and purchase buses and related equipment, as well as to construct bus-related facilities.

SANBAG, acting in its capacity as the San Bernardino County Transportation Commission, is responsible for identifying any and all eligible subrecipients of Section 5339 Program funds within the county. SANBAG is further responsible for sub-allocating, consistent with the Section 5339 Program formula, Section 5339 Program funds among eligible subrecipients identified by SANBAG, and notifying Southern California Association of Governments (SCAG) and subrecipients of such sub-allocations and changes to such sub-allocations. SANBAG has identified Omnitrans as the only eligible subrecipient because these funds are only available to fixed route operators in the Valley Subarea. Victor Valley Transit Authority receives Section 5339 Program funds directly from FTA.

The Memoranda of Understanding recommended for approval between the applicable agencies clarify the roles and responsibilities of all parties with regard to implementation of the Section 5339 Programs.

Financial Impact: This item has no impact upon the SANBAG Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

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

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14015 Amendment No. _____

By and Between

SANBAG and SCAG

Contract Description MOU between SANBAG and SCAG; defining roles and responsibilities for implementing Section 5339 Program.

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve the memorandum of understanding C14015 among SANBAG and SCAG for the Section 5339 Bus and Bus Facilities Formula Grants Program.

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW

Original Contract Amount	$		**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$		**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
Effective date of contract	See termination terms Sep 30, 2014	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0501.

☐ A Budget Amendment is required.

How are we funding current FY? N/A

☒ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

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

FTA funding that SANBAG allocates but it does not flow through our books. Should it be used on a SANBAG project it would be budgeted under the appropriate task number. SANBAG does not receive FTA funds directly.

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Vanessa Jerde		8-28-13
Project Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	8/28/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	8/28/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		
Contract Administrator (Print Name)	Signature	Date

W. STAWARSKI
Chief Financial Officer (Print Name)

Signature

8/30/13
Date

MEMORANDUM OF UNDERSTANDING (MOU)
AMONG THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS AND COUNTY TRANSPORTATION COMMISSIONS FOR THE SECTION 5339 BUS AND BUS FACILITIES FORMULA GRANTS PROGRAM
(MOU No. M-016-13)

RECITALS

WHEREAS, the Southern California Association of Governments (SCAG) is a joint powers agency formed pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (Section 6500 et seq.) and is the Metropolitan Planning Organization (MPO) recognized under 23 United States Code (U.S.C.) Section 134 and 49 U.S.C. Section 5303;

WHEREAS, SCAG is responsible for developing Regional Transportation Plans and Federal Transportation Improvement Programs (FTIPs), pursuant to 23 U.S.C. Section 134 et seq., 49 U.S.C. Section 5303 et seq., California Government Code Section 65080 et seq., and California Public Utilities Code Section 130300 et seq., and applicable regulations and guidance;

WHEREAS, SCAG is the Designated Recipient (as defined in 49 U.S.C Section 5302(4)) of Federal Transit Administration (FTA) Urbanized Area Formula Grants under 49 U.S.C. Section 5307 (Section 5307 Program) for the following large urbanized areas (UZAs) with populations of 200,000 or more (according to the latest U.S. Census) in the SCAG region: Los Angeles-Long Beach-Anaheim (UZA 2), Riverside-San Bernardino (UZA 22), Indio-Cathedral City (UZA 111), Santa Clarita (UZA 146), Murrieta-Temecula-Menifee (UZA 87), and Lancaster-Palmdale (UZA 112);

WHEREAS, the Orange County Transportation Authority (OCTA), the Los Angeles County Metropolitan Transportation Authority (Metro), the San Bernardino Associated Governments (SANBAG) acting in its capacity as the San Bernardino County Transportation Commission, and the Riverside County Transportation Commission (RCTC) (referred to individually herein as a "CTC" and collectively as "CTCs") are responsible for developing short-range Transportation Improvement Programs (TIPs) for their respective counties in coordination with SCAG and the municipal transit operators (pursuant to California Public Utilities Code Section 130303 et seq.), and for submitting their TIPs to SCAG for recommended inclusion in the FTIP;

WHEREAS, pursuant to the new two-year transportation reauthorization bill that was signed into law on July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21; P.L. 112-141), funding is authorized for the 49 U.S.C Section 5339 Bus and Bus Facilities Formula Grants Program (Section 5339 Program);

WHEREAS, the Federal Fiscal Year (FFY) is the accounting period for the federal government which begins on October 1 and ends on September 30;

WHEREAS, MAP-21 authorizes funding for the Section 5339 Program for FFY 2012/2013 and FFY 2013/14 for capital projects to replace, rehabilitate, and purchase buses and related equipment, as well as to construct bus-related facilities;

WHEREAS, the Section 5339 Program replaces the FTA Bus and Bus Facilities discretionary grants program previously under 49 U.S.C. Section 5309(b)(3);

WHEREAS, FTA guidance specifies that the Designated Recipient of Section 5339 Program funds for large UZAs shall be the same as the Designated Recipient of Section 5307 Program funds for such areas;

WHEREAS, SCAG, as the Designated Recipient of Section 5307 funds is also the Designated Recipient of 5339 Program funds for large UZAs identified herein within the SCAG region, and must apply to FTA on behalf of eligible Subrecipients for allocations of Section 5339 Program funds;

WHEREAS, SCAG is further responsible for administering Section 5339 Program funds allocated to Subrecipients;

WHEREAS, the CTCs are responsible for identifying any and all eligible Subrecipients of Section 5339 Program funds;

WHEREAS, the CTCs are further responsible for sub-allocating Section 5339 Program funds among eligible Subrecipients identified by the CTCs within their respective counties consistent with the Section 5339 Program formula, and notifying SCAG and Subecipients of such sub-allocations and changes to such sub-allocations;

WHEREAS, CTCs and all other Subrecipients of Section 5339 Program funds are responsible for compliance with all applicable grant requirements set forth in the FTA Master Agreement and annual FTA Certifications and Assurances;

WHEREAS, all references to "days" shall mean calendar days, unless otherwise specified, in notification periods set forth herein; and

WHEREAS, this Memorandum of Understanding ("MOU" or "Agreement") is entered into by SCAG and the CTCs (collectively referred to herein as the "Parties") in order to clarify the roles and responsibilities of the Parties with regard to implementation of the Section 5339 Program.

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. Incorporation of Recitals

1.1. The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Roles and Responsibilities

2.1. Role and Responsibilities of SCAG

1) County and Inter-county Allocations: SCAG shall prepare the allocations of Section 5339 Program funds apportioned by FTA for large UZAs identified herein that do not expand over more than one county, and the inter-county allocations of Section 5339 Program funds apportioned by FTA for large UZAs identified herein

that expand over more than one county (County and Inter-county Allocations). The County and Inter-county Allocations shall be based on the corresponding shares of the UZA's total bus vehicle revenue miles and passenger miles, respectively, consistent with the formula set forth in subparagraphs (c)(1)(A)(i) and (c)(2) of 49 U.S.C Section 5336 used by FTA to apportion Section 5339 Program funds to large UZAs. SCAG shall prepare such allocations pursuant to the following process:

a. SCAG shall provide to the CTCs a "Notice of Proposed County and Inter-County Allocations" for a thirty (30)-day review and comment period.

b. Upon closure of the review and comment period, SCAG shall consider any requested revisions and comments received and make revisions as appropriate, then shall issue a "Notice of Final County and Inter-County Allocations."

2) Grant Certification and Opt-Out Forms: SCAG shall include with the Notice of Final County and Inter-County Allocations to the CTCs, the "Grant Certification Form," attached hereto and incorporated herein as Exhibit "A." The Grant Certification Form includes as attachments, the FTA Certifications and Assurances (Attachment A-1) in addition to the Opt-Out Form (Attachment A-2) as described in Section 2.3, paragraphs 9 and 10. SCAG shall include Instructions with such forms. Each CTC shall be responsible for distributing to and coordinating signatures by the Subrecipients identified by the CTC in their respective county, of either the Grant Certification Form or Opt-Out Form. SCAG shall receive either the Grant Certification Form or Opt-Out Form signed by each eligible Subrecipient identified by the CTC in their respective county prior to submittal of a grant application by SCAG for Section 5339 Program Funds. In no event shall SCAG submit a grant application for such funds for a Subrecipient for which SCAG has not received all required documentation as set forth below in paragraph 5 of this Section 2.1.

3) Notify FTA of Sub-Allocations: Upon receipt of the Notices of Sub-allocations from the CTCs as set forth in paragraph 2 of Section 2.2 of this Agreement, SCAG shall transmit "funding split" letters notifying FTA of the sub-allocations of 5339 Program funds to Subrecipients in UZAs identified herein.

4) Applications Process: SCAG shall issue a "Call for Applications" at least biannually setting forth the application process and deadline for Subrecipients to submit Section 5339 Program grant applications to SCAG. SCAG shall combine and submit Subrecipient grant applications received by such deadline into FTA's Transportation Electronic Award Management (TEAM) system or any replacement of such system by FTA. Furthermore, SCAG shall be responsible for the following grant management duties:

a. Submitting Quarterly Milestones/Progress Reports and Federal Financial Reports to FTA;

b. Submitting Final/Close-out Reports to FTA;

c. Drawing-down grant funds on a reimbursement-basis, upon receipt and approval of a Subrecipient's invoice, via FTA's Electronic Clearing House Operation (ECHO) System; and

d. Paying Subrecipients' approved invoices pursuant to Section 2.3, paragraph 5, of this Agreement.

5) Upon receipt of grant applications submitted to SCAG by the applicable deadline (set forth in SCAG's Call for Applications), SCAG shall submit grant applications directly to FTA, contingent upon SCAG's receipt of the following required documentation:

a. This Agreement fully executed by the Parties;

b. The Grant Certification Form (Exhibit A) signed by the Subrecipient's duly authorized representative;

c. The FFY 2013 FTA Certifications and Assurances (Attachment A-1), attached to the Grant Certification Form or subsequent annual FTA Certifications and Assurances (published in the Federal Register), as applicable, signed by the Subrecipient's duly authorized representative and its attorney; and

d. Any further documentation requested by SCAG or FTA to ensure compliance with the grant requirements.

6) Grant Tracking at UZA Levels: SCAG shall track grant activity of Section 5339 Program funds at UZA levels and share the balances with the Subrecipients, CTCs, and FTA upon request or as needed, but not less frequently than once per quarter of the FFY.

2.2. Role and Responsibilities of the CTCs

1) Review of Proposed County and Inter-County Allocations: Upon receipt from SCAG of the Notice of Proposed County and Inter-County Allocations, each CTC shall review and provide comments to SCAG as needed within thirty (30) days.

2) Sub-Allocations: Each CTC shall identify eligible Subrecipients of Section 5339 Program funds within their respective counties and shall sub-allocate funds based on the corresponding shares of the UZA's total bus vehicle revenue miles and passenger miles, respectively, consistent with the formula set forth in subparagraphs (c)(1)(A)(i) and (c)(2) of 49 U.S.C Section 5336 used by FTA to apportion Section 5339 Program funds to large UZAs, pursuant to the following process:

a. Each CTC shall provide a "Notice of Sub-allocations" to SCAG and to all Subrecipients in its county, within thirty (30) days of receiving the Notice of Final County and Inter-County Allocations from SCAG. The Notice of Sub-

allocations shall include but is not limited to the following information, and all available funds shall be sub-allocated (without a remaining balance):

i. Full name of the Subrecipient,

ii. Dollar amounts of sub-allocations to each Subrecipient,

iii. FFY of funding sub-allocations, and

iv. Any other information requested by FTA.

b. Each CTC shall be responsible for coordinating and obtaining signed Certification Forms or Opt-Out Forms as described in Section 2.1, paragraph 2, of this Agreement, from all eligible Subrecipients identified by the CTC in its respective county, and ensuring that such forms are submitted to SCAG prior to SCAG's submittal of the grant applications.

3) Funding Exchanges: The CTCs shall be responsible for managing and approving any exchanges of such funds with other federal, state, and/or local funds within the same UZA, in accordance with applicable federal, state and/or local requirements. Each CTC shall further notify SCAG of any and all revised sub-allocations within fifteen (15) days from the date of such revisions, to reflect any funding exchanges or in the event that any identified eligible Subrecipient opts-out of receiving its sub-allocation pursuant to Section 2.3, paragraph 10. Each CTC further agrees to provide SCAG with documentation of any exchanges of funds, upon request of SCAG or FTA.

4) Short-range Programming: The CTCs shall be responsible for programming eligible projects in their short-range TIPs that are submitted to SCAG for recommended inclusion in the FTIP.

2.3. Role and Responsibilities of Subrecipients

1) Definition of "Subrecipient:" For purposes of this Agreement, "Subrecipient" shall mean an eligible public agency or private nonprofit organization engaged in public transportation and identified by the CTC serving the county in which such public entity or nonprofit organization is located, to receive a sub-allocation of Section 5339 Program funds awarded by FTA, contingent upon meeting federal requirements and requirements set forth in this Section 2.3. "Subrecipients" may include CTCs. All Subrecipients that do not elect to opt-out from receiving a Section 5339 sub-allocation shall agree to submit grant applications for this program to SCAG in accordance with the Call for Applications process established by SCAG.

2) CTC Certifications and Assurances: A CTC which applies for Section 5339 Funds shall also be considered a "Subrecipient" for purposes of this Agreement, and by signing this Agreement such CTC hereby agrees to accept responsibilities and comply with the requirements stated in this Agreement including but not limited to this Section 2.3. Each CTC understands and agrees

that it shall not be entitled to elect the Opt-Out option set forth under paragraph 10 of this Section 2.3.

3) Applications and Grant Management Process: Subrecipients are responsible for submitting grant applications through SCAG's Call for Applications process to receive Section 5339 Program funds awarded by FTA to implement eligible, capital projects, contingent upon meeting federal requirements and requirements set forth in this Section 2.3. Subrecipients shall not submit grant applications on behalf of sub-tier recipients. All grant applications for projects eligible for funding as described herein, must be submitted by Subrecipients through SCAG's Call for Applications process. All requested revisions or amendments to approved applications must be submitted to SCAG.

4) Grant Requirements: The responsibilities of Subrecipients include, but are not limited to, the following:

a. FTA Master Agreement: Each Subrecipient agrees to comply in the same capacity as the "Recipient" with applicable terms and conditions of the FTA Master Agreement, FTA MA (19) dated October 1, 2012 (www.fta.dot.gov/documents/19-Master.pdf) and any agreement which supersedes and replaces it.

b. Annual FTA Certifications and Assurances: By signing the FFY 2013 FTA Certifications and Assurances, attached hereto and incorporated herein as Attachment A-1, each Subrecipient certifies in the same capacity as the "Applicant" that it shall comply with the applicable annual FTA Certifications and Assurances (published annually in the Federal Register). Upon publication of the FFY 2014 FTA Certifications and Assurances form, and for each additional FFY for which Congress authorizes and appropriates Section 5339 Program funds, each Subrecipient shall sign and submit a copy of such form to SCAG prior to applying for any of such funds.

c. Documentation: Each Subrecipient shall submit to SCAG any documentation reasonably requested by SCAG to assure the validity of all above-referenced Certifications and Assurances.

d. Transit Asset Management Plans: Each Subrecipient shall agree to the following:

i. It will develop a Transit Asset Management Plan that complies with:

a) 49 U.S.C. Section 5326 et seq., as amended by MAP-21;
b) Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. Section 5326(d), as amended by MAP-21;
c) Performance Measures required to be issued by 49 U.S.C. Section 5326(c)(1) and Targets per 49 U.S.C. Section 5326(c)(2); and
d) Other applicable federal laws and regulations

ii. It will develop a Transit Asset Management Plan that is consistent with Federal guidance developed or to be developed to implement 49 USC Section 5326, as amended by MAP-21.

iii. It will provide progress and performance reports to SCAG to enable compliance with the requirements of 49 U.S.C. Section 5326(c)(3), as amended by MAP-21.

iv. Transit Asset Management Plans shall at minimum include capital asset inventories and condition assessments, and investment prioritization. Subrecipients shall further report on the condition of their system and any change in condition since the last report and submit such reports into the FTA's National Transit Database (NTD). The Subrecipient shall submit to SCAG performance measures and targets adopted as part of such plans, and any other related documentation requested by SCAG.

5) Invoices: Upon approval of SCAG's grant applications by FTA and commencement of approved projects under the Section 5339 Program, Subrecipients shall submit invoices to SCAG for reimbursement of incurred, eligible and allowable grant program costs. Such costs shall comply with all applicable federal cost principles and other related requirements, and shall serve as the only costs eligible for reimbursement by SCAG. Upon approval of invoices by SCAG, SCAG shall draw-down funds from FTA's ECHO System, and shall pay the Subrecipient upon receipt of payment by FTA.

a. Invoices shall comply with the Invoice Format included in SCAG's Call for Applications package. The required, local match (20%) shall be deducted by the Subrecipient and reflected in each Invoice. The Authorized Representative of each Subrecipient agrees to sign the Match Certification Statement on each Invoice. All invoices shall be submitted at least quarterly and no more frequently than monthly, and contain the following information:

i. Name of Subrecipient expending the Section 5339 Program funds;

ii. UZA name and number for which the project funds are being reported;

iii. A listing of the FTA grant number(s) being reported, with their respective project budget line item (ALI Codes), project category, approved FTA amount, and description of the funded projects;

iv. Invoice period and corresponding Progress Report in narrative format;

v. Explanation if there is no activity; and

vi. All back-up documentation to support the costs and local match stated in each Invoice must be attached to each Invoice, and additional

documentation regarding costs or local match shall be provided to SCAG upon request.

b. Indirect Costs: For reimbursement of indirect costs, Subrecipients shall not be entitled to reimbursement of indirect costs unless a copy of an applicable, indirect cost plan (ICAP) approved by a cognizant agency, has been received by SCAG. However, the last approved ICAP shall remain in place until each new annual plan is approved, so long as such practice is allowed under applicable federal and state requirements. Subrecipients shall submit a copy of such ICAP to SCAG prior to the submittal of the first Invoice of each Federal Fiscal Year.

c. All invoices shall be submitted by Subrecipients to the following email address: AccountsPayable@scag.ca.gov.

d. SCAG shall maintain final approval authority of invoices submitted under this Agreement.

6) Quarterly Reports: Each Subrecipient shall submit Quarterly Reports to SCAG in a Quarterly Report Format to be provided by SCAG and which at minimum shall contain the following information, and any additional information as may be required by SCAG or FTA:

a. Name of Subrecipient expending the Section 5339 Program funds;

b. UZA name and number for which the funds are being reported;

c. A listing of the FTA grant number(s) being reported, with their respective project budget line item (ALI Codes), project category, approved FTA amount, and description of the funded projects; and

d. Federal Fiscal Year (FFY) Quarterly Milestones/Progress Reports in a narrative format.

Quarterly Reports shall be submitted no later than fifteen (15) days after each FFY quarter has ended, to the attention of SCAG's Grants Administrator (Alfonso Hernandez or other person identified by SCAG). SCAG shall promptly notify the Parties in the event of a change in the person identified in this paragraph as the recipient of the Quarterly Reports.

7) Audits: In accordance with the FTA Master Agreement and applicable federal law and regulations, Subrecipients agree to retain and require their contractors and other third party participants to retain complete and readily accessible records related in whole or part to the Section 5339 Program ("Records"). Records required to be retained include but are not limited to data, documents, reports, statistics, leases, third party contracts or agreements, arrangements, and other supporting materials related to those records.

a. Subrecipients shall retain Records for the period required under the FTA Master Agreement, and shall make the Records available for inspection and

audit by representatives of SCAG, the State, or the Federal Government upon request. Copies of the Records shall be made and furnished to SCAG upon request at no cost to SCAG.

b. Any costs for which a Subecipient receives payment that is determined by a subsequent audit or other review by SCAG, State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, and earned interest due, are to be repaid by the Subrecipient within thirty (30) days of such Subrecipient receiving notice of audit findings and a written demand for reimbursement from SCAG. Should the Subecipient fail to reimburse unallowable costs and interest due to SCAG within thirty (30) days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to the Subrecipient.

8) Reports and Forms: Upon approval of grant applications by FTA, as applicable, Subrecipients shall submit to SCAG the following reports and forms which relate to the Section 5339 Program:

a. Quarterly Milestones/Progress Reports during the current FFY;

b. Disadvantaged Business Enterprise (DBE) reports and all other reports and documentation required by FTA;

c. Final/Close-out Reports;

d. IRS W-9 Form;

e. Banking information which includes name of the financial institute, ACH routing number, and account number; and

f. Any other documents or reports requested by FTA or SCAG.

9) Grant Certification Form: Each Subrecipient, excluding a CTC who is a Subrecipient, shall execute and submit to SCAG, in advance of submitting a grant application for Section 5339 Program funds to SCAG and no later than thirty (30) calendar days after receiving a Notice of Sub-allocations from the CTC a signed Grant Certification Form (Exhibit A) including a signed FFY 2013 FTA Certifications and Assurances (Attachment A-1). Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5339 Program funds, each Subrecipient shall sign and submit a copy to SCAG of the applicable FTA Certifications and Assurances form, prior to applying for such funds. In no event shall SCAG submit a grant application for such funds for a Subrecipient for which SCAG has not received all required documentation as set forth in paragraph 5 of Section 2.1.

10) Opt-Out Option: In the event an eligible Subrecipient, excluding a CTC who is a Subrecipient, elects not to apply for Section 5339 Program funds and does not execute the Grant Certification Form described in paragraph 9 of this Section 2.3,

the Subrecipient shall sign and return the Opt-Out Form (Attachment A-2). A Subrecipient that elects to opt-out, as described herein, shall sign and return to SCAG's Grants Administrator the required Opt-Out Form within thirty (30) calendar days of receiving the Notice of Sub-Allocations from the CTC serving the county in which the Subrecipient is located. Upon receipt by SCAG of the Opt-Out Form signed by a Subrecipient's duly authorized representative or upon the lapse of the thirty (30) calendar day notification period (whichever comes first), the respective CTC shall initiate the process to sub-allocate the applicable Section 5339 Program funds among other eligible Subrecipients within its regional UZA boundaries consistent with the statutory formulas set forth subparagraphs (c)(1)(A)(i) and (c)(2) of 49 U.S.C Section 5336 used by FTA to apportion Section 5339 Program funds to large UZAs and based on the corresponding shares of the total bus vehicle revenue miles and passenger miles of other eligible Subrecipients within the CTC's UZA boundaries, respectively, as applicable and as amended from time to time. In any event, this Agreement shall remain fully binding and enforceable among the signatory Parties.

3. General Provisions

3.1. Term of Agreement:
This Agreement shall commence on the Effective Date of the Agreement and continue in full force unless a party withdraws from this Agreement or this Agreement is terminated in accordance with Section 3.7.

3.2. Drafting:
This Agreement has been prepared, reviewed and endorsed by the Parties.

3.3. Amendments:
This Agreement may be amended only by the execution by the Parties of a written amendment.

3.4. Jurisdiction and Venue:
This Agreement shall be deemed an Agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in Los Angeles County, California.

3.5. Non-assignment:
No party may assign this Agreement, or any part thereof, without the written consent of each party to this Agreement.

3.6. Indemnity:
Each respective CTC agrees to indemnify, defend and hold harmless SCAG and its officers, agents and employees from and against any and all claims, demands, costs, or liability arising from or connected with intentional or negligent acts, errors or omissions, any violations of law, or any violations of the terms and conditions of this Agreement (including non-compliance with the FTA Master Agreement and annual FTA Certifications and Assurances) attributable to performance of the responsibilities

as set forth in this MOU by the CTC or its officers, agents, employees, contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of SCAG.

3.7. Withdrawal and Termination:

1) Any party may withdraw from this Agreement upon thirty (30) days written notice to each party, provided that the notice of withdrawal sets forth the effective date of withdrawal and the reason for withdrawal. Additionally, the notice of withdrawal shall provide that the Parties meet during the period prior to the effective date of withdrawal to try to resolve any dispute, if applicable. In the event that the withdrawal is for cause, the withdrawal shall not be effective if the party cures the default in its performance within the thirty (30) day period.

2) SCAG shall notify FTA of the withdrawal from this Agreement of any CTC and shall administer and sub-allocate Section 5339 Program funds to eligible Subrecipients, as applicable, within the UZA boundaries of such CTC that is not a party to this Agreement.

3) SCAG may terminate this Agreement at any time, upon thirty (30) days written notice to each party provided that the notice of termination sets forth the effective date of termination. Such termination clause may be invoked by SCAG in the following circumstances including but not limited to: in the event that the Section 5339 Program is no longer funded by Congress and the fund balances have been exhausted, or in the event that SCAG is no longer the Designated Recipient of Section 5339 Program funds for a UZA or UZAs identified herein.

3.8. Disputes:
Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association.

3.9. Counterparts:
This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.

3.10. Contact List:
The names and contact information for the grants administrator representing each party are identified in the Grants Administrator Contacts List, attached hereto and incorporated herein as Exhibit "B." Each Party shall promptly notify all other parties in the event of a change in the Grant Administrator's name or contact information.

3.11. Notice:
Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the names and addresses attached hereto and incorporated herein as Exhibit "C."

3.12. Effective Date:
This Agreement shall be effective on the date (meaning the last date indicated below) all Parties have fully executed this Agreement.

3.13. Entire Agreement:
This Agreement contains the entire agreement and understanding of the Parties relating to the subject matter hereof, and the Parties have made no agreement or representation relating to the subject matter hereof which are not set forth herein.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

The Southern California Association of Governments

By: _____ Date: _____

Hasan Ikhrata
Executive Director

Approved as to Form:

_____ Date: _____

Joanna Africa
Chief Counsel

Los Angeles County Metropolitan Transportation Authority

By: _____ Date: _____
Arthur T. Leahy
Chief Executive Officer

Approved as to Form:

JOHN F. KRATTLI
County Counsel

By:_____ Date: _____
Deputy

Orange County Transportation Authority

By: _____ Date: _____
Darrell Johnson
Chief Executive Director

Approved as to Form:

_____ Date: _____
Legal Counsel

Riverside County Transportation Commission:

By: _____ Date: _____
Anne Mayer
Executive Director

Approved as to Form:

_____ Date: _____
Legal Counsel

San Bernardino Associated Governments:

By: _____ Date: _____

Raymond Wolfe
Executive Director

Approved as to Form:

_____ Date: _____

Eileen Monaghan Teichert
General Counsel

EXHIBIT A
GRANT CERTIFICATION FORM

Section 5339 Bus and Bus Facilities Grants Program (Section 5339 Program)

This Grant Certification Form is required to be signed by all Subrecipients of Section 5339 Program Funds, pursuant to the Memorandum of Understanding among the Southern California Association of Governments (SCAG) and County Transportation Commissions for the Section 5339 Bus and Bus Facilities Formula Grants Program.

1. Definition of "Subrecipient:" For purposes of administering the Section 5339 Program, "Subrecipient" shall mean an eligible public agency or private nonprofit organization engaged in public transportation and identified by the CTC serving the county in which such public entity or nonprofit organization is located, to receive a sub-allocation of Section 5339 Program funds awarded by FTA, contingent upon meeting federal requirements and requirements set forth in Section 2.3 of MOU No. M-016-13. "Subrecipients" may include CTCs. All Subrecipients shall agree to submit grant applications for this program to SCAG in accordance with the Call for Applications process established by SCAG.

2. Applications and Grant Management Process: Subrecipients are responsible for submitting grant applications through SCAG's Call for Applications process to receive Section 5339 Program funds awarded by FTA to implement eligible, capital projects, contingent upon meeting federal requirements and requirements set forth in Section 2.3 of MOU No. M-016-13. Subrecipients shall not submit grant applications on behalf of sub-tier recipients. All grant applications for projects eligible for funding as described herein, must be submitted by Subrecipients through SCAG's Call for Applications process.

3. Grant Requirements: The responsibilities of Subrecipients include, but are not limited to, the following:

   a. FTA Master Agreement: Each Subrecipient agrees to comply in the same capacity as the "Recipient" with applicable terms and conditions of the FTA Master Agreement, FTA MA (19) dated October 1, 2012 (www.fta.dot.gov/documents/19-Master.pdf) and any agreement which supersedes and replaces it.

   b. Annual FTA Certifications and Assurances: The Subrecipient agrees to sign the Federal Fiscal Year (FFY) 2013 FTA Certifications and Assurances, attached hereto and incorporated herein as Attachment "A-1." Each Subrecipient certifies in the same capacity as the "Applicant" that it shall comply with the applicable annual FTA Certifications and Assurances (published annually in the Federal Register). Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5339 Program funds, each Subrecipient shall sign and submit a copy of such form to SCAG prior to applying for any of such funds.

   c. Documentation: Each Subrecipient shall submit to SCAG any documentation reasonably requested by SCAG to assure the validity of all above-referenced FTA Certifications and Assurances.

   d. Transit Asset Management Plans: Each Subrecipient shall agree to the following:

      i. It will develop a Transit Asset Management Plan that complies with:

         1. 49 U.S.C. Section 5326 et seq., as amended by MAP-21;
         2. Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. Section 5326(d), as amended by MAP-21;
         3. Performance Measures required to be issued by 49 U.S.C. Section 5326(c)(1) and Targets per 49 U.S.C. Section 5326(c)(2); and
         4. Other applicable federal laws and regulations;

      ii. It will develop a Transit Asset Management Plan that is consistent with Federal guidance developed or to be developed to implement 49 USC Section 5326, as amended by MAP-21.

      iii. It will provide progress and performance reports to SCAG to enable compliance with the requirements of 49 U.S.C. Section 5326(c)(3), as amended by MAP-21.

      iv. Transit Asset Management Plans shall at minimum include capital asset inventories and condition assessments, and investment prioritization. Subrecipients shall further report on the condition of their system and any change in condition since the last report and submit such reports into the FTA's National Transit Database (NTD). The Subrecipient shall submit to SCAG performance measures and targets adopted as part of such plans, and any other related documentation requested by SCAG.

4. Invoices. Upon approval of SCAG's grant applications by FTA and commencement of approved projects under the Section 5339 Program, Subrecipients shall submit Invoices to SCAG for reimbursement of incurred, eligible and allowable grant program costs. Such costs shall comply with all applicable federal cost principles and other related requirements, and shall serve as the only costs eligible for reimbursement by SCAG. Upon approval of Invoices by SCAG, SCAG shall draw-down funds from FTA's ECHO System, and shall pay the Subrecipient upon receipt of payment by FTA.

   a. Invoices shall comply with the Invoice Format included in SCAG's Call for Applications Package. The required, local match (20%) shall be deducted by the Subrecipient and reflected in each Invoice. The Authorized Representative of each Subrecipient agrees to sign the Match Certification Statement on each Invoice. All invoices shall be submitted at least quarterly and no more frequently than monthly, and contain the following information:

      i. Name of Subrecipient expending the Section 5339 Program funds;

      ii. UZA name and number for which the project funds are being reported;

      iii. A listing of the FTA grant number(s) being reported, with their respective project budget line item (ALI Codes), project category, approved FTA amount, and description of the funded projects;

      iv. Invoice period and corresponding Progress Report in narrative format;

      v. Explanation if there is no activity; and

      vi. All back-up documentation to support the costs and local match stated in each Invoice must be attached to each Invoice, and additional documentation regarding costs or local match shall be provided to SCAG upon request.

   b. Indirect Costs: For reimbursement of indirect costs, Subrecipients shall not be entitled to reimbursement of indirect costs unless a copy of an applicable indirect cost plan (ICAP) approved by a cognizant agency, has been received by SCAG. However, the last approved ICAP shall remain in place until each new annual plan is approved, so long as such practice is allowed under applicable federal and state requirements. Subrecipients shall submit a copy of such ICAP to SCAG prior to the submittal of the first Invoice of each Federal Fiscal Year.

   c. All invoices shall be submitted by Subrecipients to the following email address: AccountsPayable@scag.ca.gov.

   d. SCAG shall maintain final approval authority of invoices submitted under this Agreement.

5. Quarterly Reports: Each Subrecipient shall submit Quarterly Reports to SCAG which contain the following information, and any additional information as may be required by SCAG or FTA:

   a. Name of Subrecipient expending the Section 5339 Program funds;

   b. UZA name and number for which the funds are being reported;

   c. A listing of the FTA grant number(s) being reported, with their respective project budget line item (ALI Codes), project category, approved FTA amount, and description of the funded projects; and

   d. Federal Fiscal Year (FFY) Quarterly Milestones/Progress Reports in a narrative format.

   Quarterly Reports shall be submitted no later than fifteen (15) days after each FFY quarter has ended, to the attention of SCAG's Grants Administrator (Alfonso Hernandez or other person identified by SCAG). SCAG shall promptly notify all Subrecipients in the event of a change in the person identified in this paragraph as the recipient of the Quarterly Reports.

6. Audits: In accordance with the FTA Master Agreement and applicable federal law and regulations, Subrecipients agree to retain and require its contractors and other third party participants to retain complete and readily accessible records related in whole or part to the Section 5339 Program ("Records"). Records required to be retained include but are not limited to data, documents, reports, statistics, leases, third party contracts or agreements, arrangements, and other supporting materials related to those records.

   a. Subrecipients shall retain Records for the period required under the FTA Master Agreement, and shall make the Records available for inspection and audit by representatives of SCAG, the State, or the Federal Government upon request. Copies of the Records shall be made and furnished to SCAG upon request at no cost to SCAG.

b. Any costs for which a Subecipient receives payment that is determined by a subsequent audit or other review by SCAG, State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, and earned interest due, are to be repaid by the Subrecipient within thirty (30) days of such Subrecipient receiving notice of audit findings and a written demand for reimbursement from SCAG. Should the Subecipient fail to reimburse unallowable costs and interest due to SCAG within thirty (30) days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to the Subrecipient.

7. Reports and Forms: Upon approval of grant applications by FTA, as applicable, Subrecipients shall submit to SCAG the following documents and reports which relate to the Section 5339 Program:

   a. Quarterly Milestones/Progress Reports during the current FFY;

   b. Disadvantaged Business Enterprise (DBE) reports and all other reports and documentation required by FTA;

   c. Final/Close-out Reports;

   d. IRS W-9 Form;

   e. Banking information which includes name of the financial institute, ACH routing number, and account number; and

   f. Any other documents or reports requested by FTA or SCAG.

8. Sub-allocations Process: The Subrecipient hereby understands and agrees that it shall execute and submit to SCAG, in advance of submitting a grant application for Section 5339 Program funds to FTA and no later than thirty (30) calendar days after receiving a Notice of Sub-allocations from the CTC serving the county in which the Subrecipient is located, this Grant Certification Form and the FFY 2013 FTA Certifications and Assurances, signed by the duly authorized representative of the Subrecipient. Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5339 Program funds, each Subrecipient shall sign and submit a copy to SCAG of the applicable FTA Certifications and Assurances form, prior to SCAG's submittal of an application for such funds. In no event shall SCAG submit a grant application for such funds for a Subrecipient for which SCAG has not received all required documentation, including:

9. Opt-Out Option: In the event an eligible Subrecipient, excluding a CTC who is a Subrecipient, elects not to apply for Section 5339 Program funds and does not execute the Grant Certification Form, the Subrecipient shall sign and return the attached Opt-Out Form, attached hereto and incorporated herein as Attachment "A-2." A Subrecipient that elects to opt-out, as described herein, shall sign and return to SCAG's Grants Administrator the attached Opt-Out Form within thirty (30) calendar days of receiving the Notice of Sub-Allocations from the CTC serving the county in which the Subrecipient is located. Upon receipt by SCAG of the Opt-Out Form signed by a Subrecipient's duly authorized representative or upon the lapse of the 30 calendar day notification period (whichever occurs first), the respective CTC shall initiate the process to sub-allocate the Section 5339 Program funds among other eligible Subrecipients within the CTC's UZA boundaries and according to the statutory formulas set forth under subparagraphs (c)(1)(A)(i) and (c)(2) of 49 U.S.C Section 5336 used by FTA to apportion Section 5339 Program funds to large UZAs and based on the corresponding shares of the total bus vehicle revenue miles and passenger miles of other eligible Subrecipients within the CTC's UZA boundaries, respectively, as applicable and as amended from time to time.

10. Indemnity: The Subrecipient agrees to indemnify, defend and hold harmless SCAG and its respective officers, agents and employees from and against any and all claims, demands, costs, or liability arising from or connected with intentional or negligent acts, errors or omissions, any violations of law, or any violations of the terms and conditions of this Certification Form (including non-compliance with the FTA Master Agreement and annual FTA Certifications and Assurances) attributable to performance of the responsibilities as set forth herein by the Subrecipient or its officers, agents, employees, contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of SCAG.

BY SIGNING BELOW, on behalf of the Subrecipient, I declare under penalty of perjury that the Subrecipient has duly authorized me to sign this Grant Certification Form, and bind the recipient's compliance. Thus, the Subrecipient agrees to comply with all requirements set forth herein.

_____ _____
Signature of Authorized Representative Date

_____
Name of Authorized Representative

_____
Name of Subrecipient

_____
Address of Subrecipient

Return Form To:
Alfonso Hernandez, SCAG Grants Administrator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
hernande@scag.ca.gov

ATTACHMENT A-1
FEDERAL FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSITADMINISTRATION ASSISTANCE PROGRAMS

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

Group	Description	
1.	Required Certifications and Assurances for Each Applicant.	_____
2.	Lobbying.	_____
3.	Private Sector Protections.	_____
4.	Procurement and Procurement System.	_____
5.	Rolling Stock Reviews and Bus Testing.	_____
6.	Demand Responsive Service.	_____
7.	Intelligent Transportation Systems.	_____
8.	Interest and Finance Costs and Leasing Costs.	_____
9.	Transit Asset Management and Agency Safety Plans.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	_____
12.	State of Good Repair Program.	_____
13.	Bus/Bus Facilities Programs.	_____
14.	Urbanized Area Formula Programs and Job Access and Reverse Commute (JARC) Program.	_____
15.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	_____
16.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
17.	Public Transportation on Indian Reservations and "Tribal Transit Programs."	_____
18.	Low or No Emission/Clean Fuels Grant Programs.	_____
19.	Paul S Sarbanes Transit in Parks Program.	_____
20.	State Safety Oversight Program.	_____
21.	Public Transportation Emergency Relief Program.	_____
22.	Expedited Project Delivery Pilot Program.	_____
23.	Infrastructure Finance Programs.	_____

FEDERAL FISCAL YEAR 2013 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these Certifications and Assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its authorized representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2013, irrespective of whether the individual that acted on its Applicant's behalf continues to represent the Applicant.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply, as provided, to each Project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2013.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: _____ Date: _____

Full Name: _____

Authorized Representative of Applicant: _____

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature: _____ Date: _____

Full Name: _____

Attorney for Applicant: _____

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

ATTACHMENT A-2
Opt-Out Form

Name of Eligible Subrecipient (Public Entity):

_____

The Public Entity named above hereby elects not to sign the Grant Certification Form required under the Memorandum of Understanding among the Southern California Association of Governments (SCAG) and County Transportation Commissions (CTCs) for the Section 5339 Bus and Bus Facilities Grants Program.

The Public Entity understands and agrees that SCAG shall not be obligated to allocate and that the County Transportation Commission (CTC), serving the county in which the Public Entity is located, shall not be obligated to sub-allocate Section 5339 Program funds to any entity which elects not to sign the Grant Certification Form. Such Public Entity that elects to opt-out shall sign and return this Opt-Out Form to SCAG's Grants Administrator within thirty (30) days of receiving notification from the respective CTC of the Subrecipients' sub-allocation amount(s) ("Notice of Sub-allocations").

The Public Entity agrees and understands that the respective CTC will initiate, upon receipt by SCAG of this Opt-Out Form signed by the duly authorized representative of the Public Entity or upon the lapse of the 30-day notification period set forth above (whichever occurs first), the process to sub-allocate the Section 5339 Program funds among other eligible Subrecipients within its urbanized area (UZA) boundaries and consistent with the statutory formulas set forth subparagraphs (c)(1)(A)(i) and (c)(2) of 49 U.S.C Section 5336 used by FTA to apportion Section 5339 Program funds to large UZAs and based on the corresponding shares of the total bus vehicle revenue miles and passenger miles of other eligible Subrecipients within the CTC's UZA boundaries, respectively, as applicable and as amended from time to time.

_____
Signature of Authorized Representative Date

_____
Name

_____
Name of Public Entity

_____
Address

Any Eligible Subrecipient that elects to opt-out of receiving 5339 Program Funds shall sign and return this Opt-Out Form to SCAG's Grants Administrator at the following address within thirty (30) calendar days of receiving the Notice of Sub-allocations:

Alfonso Hernandez, SCAG Grants Administrator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
hernande@scag.ca.gov

Exhibit B
Grants Administrator Contacts List

The Southern California Association of Governments
Full Name: Alfonso Hernandez
Title/Dept: Senior Budget and Grants Analyst, Finance
Mailing Street Address: 818 W. 7th Street, 12th Floor
City, State and Zip Code: Los Angeles, CA 90017
Phone: 213-236-1897
Email: hernande@scag.ca.gov

Los Angeles County Metropolitan Transportation Authority
Full Name: Frank Flores
Title/Dept: Executive Officer, Countywide Planning
Mailing Street Address: 1 Gateway Plaza
City, State and Zip Code: Los Angeles, CA 90012
Phone: 213-922-2456
Email: floresf@metro.net

Orange County Transportation Authority
Full Name: William J Dineen Jr
Title/Dept: Principal Financial Analyst, Grants Management
Mailing Street Address: 550 S. Main Street
City, State and Zip Code: Orange, CA 92863
Phone: 714-560-5917
Email: wdineen@octa.net

Riverside County Transportation Commission:
Full Name: Josefina Clemente
Title/Dept: Principal Financial Analyst, Grants Management
Mailing Street Address: 4080 Lemon Street, 3rd Floor
City, State and Zip Code: Riverside, CA 92501
Phone: 951-787-7141
Email: jclemente@rctc.org

San Bernardino Associated Governments
Full Name: Vanessa Jezik
Title/Dept: Transportation Programming Analyst
Mailing Street Address: 1170 W. 3rd Street, 2nd Floor
City, State and Zip Code: San Bernardino, CA 92410-1715
Phone: 909-884-8276
Email: vjezik@sanbag.ca.gov

Exhibit C
Notices

Mr. Hasan Ikhrata
Executive Director
Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, CA 90017-3435

Mr. Arthur T. Leahy
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952

Mr. Darrell Johnson
Chief Executive Officer
Orange County Transportation Authority
550 South Main St.
P.O. Box 14184
Orange, CA 92863-1584

Mr. Raymond Wolfe
Executive Director
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Mrs. Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14041 Amendment No. _____

By and Between

SANBAG and Omnitrans

Contract Description MOU with Omnitrans; defining roles and responsibilities for implementing Section 5339 Program.

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve the Memorandum of Understanding C14041 among San Bernardino Associated Governments and Omnitrans for the Section 5339 Bus and Bus Facilities Formula Grants Program.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	0	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	0	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	0

Contract Start Date Effective Date of Contract	**Current Contract Expiration Date** See termination terms (Sep 30, 2014)	**Revised Contract Expiration Date**

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. **0501**.

☐ A Budget Amendment is required.

How are we funding current FY? N/A

☒ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* FTA funding that SANBAG allocates but it does not flow through our books. Should it be used on a SANBAG project it would be budgeted under the appropriate task number. SANBAG does not receive FTA funds directly.

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Vanessa Szak	[signature]	8-28-13
Project Manager (Print Name)	Signature	Date
Andrea Wreick	Andrea Wreick	8/28/13
Task Manager (Print Name)	Signature	Date
Andrea Wreick	Andrea Wreick	8/28/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill	[signature]	8/28/13

Jeffery Hill		8/28/13
Contract Administrator (Print Name)	Signature	Date
W. Summersett		8/30/13
Chief Financial Officer (Print Name)	Signature	Date

MEMORANDUM OF UNDERSTANDING No. C14041

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

OMNITRANS

FOR THE

SECTION 5339 BUS AND BUS FACILITIES GRANTS PROGRAM

This Memorandum of Understanding (MOU or Agreement) is entered into on the Effective Date by and between San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission (SANBAG) and Omnitrans, a California Joint Powers Authority, (collectively referred to as "Parties") with respect to the following facts.

RECITALS

WHEREAS, the Southern California Association of Governments (SCAG) is a joint powers agency formed pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (Section 6500 et seq.) and is the Metropolitan Planning Organization (MPO) recognized under 23 United States Code (U.S.C.) Section 134 and 49 U.S.C. Section 5303;

WHEREAS, SCAG is responsible for developing Regional Transportation Plans and Federal Transportation Improvement Programs (FTIPs), pursuant to 23 U.S.C. Section 134 et seq., 49 U.S.C. Section 5303 et seq., California Government Code Section 65080 et seq., and California Public Utilities Code Section 130300 et seq., and applicable regulations and guidance;

WHEREAS, SCAG is the Designated Recipient (as defined in 49 U.S.C Section 5302(4)) of Federal Transit Administration (FTA) Urbanized Area Formula Grants under 49 U.S.C. Section 5307 (Section 5307 Program) for the following large urbanized areas (UZAs) with populations of 200,000 or more (according to the latest U.S. Census) in San Bernardino County: Los Angeles-Long Beach-Anaheim (UZA 2), Riverside-San Bernardino (UZA 22);

WHEREAS, San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission, (referred to herein as a "CTC" or "SANBAG") is responsible for developing short-range Transportation Improvement Programs (TIPs) for San Bernardino County in coordination with SCAG and the municipal transit operators (pursuant to California Public Utilities Code Section 130303 et seq.), and for submitting its TIPs to SCAG for recommended inclusion in the FTIP;

WHEREAS, pursuant to the new two-year transportation reauthorization bill that was signed into law on July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21; P.L. 112-141), funding is authorized for the 49 U.S.C Section 5339 Bus and Bus Facilities Formula Grants Program (Section 5339 Program);

WHEREAS, the Federal Fiscal Year (FFY) is the accounting period for the federal government which begins on October 1 and ends on September 30;

WHEREAS, MAP-21 authorizes funding for the Section 5339 Program for FFY 2012/2013 and FFY 2013/14 for capital projects to replace, rehabilitate, and purchase buses and related equipment, as well as to construct bus-related facilities;

WHEREAS, the Section 5339 Program replaces the FTA Bus and Bus Facilities discretionary grants program previously under 49 U.S.C. Section 5309(b)(3);

WHEREAS, FTA guidance specifies that the Designated Recipient of Section 5339 Program funds for large UZAs shall be the same as the Designated Recipient of Section 5307 Program funds for such areas;

WHEREAS, SCAG, as the Designated Recipient of Section 5307 funds is also the Designated Recipient of 5339 Program funds for large UZAs identified herein within the SCAG region, and must apply to FTA on behalf of eligible Subrecipients for allocations of Section 5339 Program funds;

WHEREAS, SCAG is further responsible for administering Section 5339 Program funds allocated to Subrecipients;

WHEREAS, the SANBAG is responsible for identifying any and all eligible Subrecipients of Section 5339 Program funds in San Bernardino County;

WHEREAS, the SANBAG is further responsible for sub-allocating Section 5339 Program funds among eligible Subrecipients identified by SANBAG within the county consistent with the Section 5339 Program formula, and notifying SCAG and Subrecipients of such sub-allocations and changes to such sub-allocations;

WHEREAS, Omnitrans is an eligible recipient identified by SANBAG within its county consistent with the Section 5339 Program formula;

WHEREAS, SANBAG and all other Subrecipients of Section 5339 Program funds are responsible for compliance with all applicable grant requirements set forth in the FTA Master Agreement and annual FTA Certifications and Assurances;

WHEREAS, SCAG shall prepare the allocations of Section 5339 Program funds apportioned by FTA for large UZAs identified herein that do not expand over more than one county, and the inter-county allocations of Section 5339 Program funds apportioned by FTA for large UZAs identified herein that expand over more than one county (County and Inter-county Allocations). The County and Inter-county Allocations shall be consistent with the formula set forth in subparagraph (d) of 49 U.S.C Section 5339;

WHEREAS, SCAG shall include with the Notice of Final County and Inter-County Allocations to SANBAG, the "Grant Certification Form," attached hereto and incorporated herein as Exhibit "A." The Grant Certification Form includes as attachments, the FTA Certifications and

Assurances (Attachment A-1) in addition to the Opt-Out Form (Attachment A-2) as described in Section 2.2;

WHEREAS, upon receipt of the Notices of Sub-allocations from SANBAG as set forth in paragraph 2 of Section 2.1 of this Agreement, SCAG shall transmit "funding split" letters notifying FTA of the sub-allocations of 5339 Program funds to Subrecipients in UZAs identified herein;

WHEREAS, SCAG shall issue a "Call for Applications" at least biannually setting forth the application process and deadline for Subrecipients to submit Section 5339 Program grant applications to SCAG. SCAG shall combine and submit Subrecipient grant applications received by such deadline into FTA's Electronic Grant Management System in addition to submitting quarterly Milestones/Progress Reports and Federal Financial Reports to FTA; submitting Final/Close-out Reports to FTA; drawing-down grant funds on a reimbursement-basis, upon receipt and approval of a Subrecipient's invoice, via FTA's Electronic Clearing House Operation (ECHO) System; and paying Subrecipients' approved invoices pursuant to Section 2.2, paragraph 5, of this Agreement;

WHEREAS, upon receipt of grant applications submitted to SCAG by the applicable deadline (set forth in SCAG's Call for Applications), SCAG shall submit grant applications directly to FTA, contingent upon SCAG's receipt of the following required documentation: the Grant Certification Form (Exhibit A) signed by Omnitrans' duly authorized representative; the FFY 2013 FTA Certifications and Assurances (Attachment A-1), attached to the Grant Certification Form or subsequent annual FTA Certifications and Assurances (published in the Federal Register), as applicable, signed by Omnitrans' duly authorized representative and its attorney; and any further documentation requested by SCAG or FTA to ensure compliance with the grant requirements;

WHEREAS, SCAG shall track grant activity of Section 5339 Program funds at UZA levels and share the balances with Subrecipients, CTCs, and FTA upon request or as needed, but not less frequently than once per quarter of the FFY;

WHEREAS, all references to "days" shall mean calendar days, unless otherwise specified, in notification periods set forth herein; and

WHEREAS, this MOU is entered into by SANBAG and Omnitrans in order to clarify the roles and responsibilities of the parties with regard to implementation of the Section 5339 Program, and to be consistent with roles and responsibilities of SANBAG, SCAG and Subrecipients set forth in the SCAG/SANBAG Memorandum of Understanding (MOU No. M-016-13).

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. Incorporation of Recitals

1.1. The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Roles and Responsibilities

2.1. Role and Responsibilities of SANBAG

1) Review of Proposed County and Inter-County Allocations: Upon receipt from SCAG of the Notice of Proposed County and Inter-County Allocations, SANBAG shall review and provide comments to SCAG as needed within thirty (30) days.

2) Sub-Allocations: SANBAG shall identify eligible Subrecipients of Section 5339 Program funds within San Bernardino County and shall sub-allocate funds consistent with the formula set forth in U.S.C Section 5339(d), pursuant to the following process:

   a. SANBAG shall provide a "Notice of Sub-allocations" to SCAG and to Omnitrans, within thirty (30) days of receiving the Notice of Final County and Inter-County Allocations from SCAG. The Notice of Sub-allocations shall include but is not limited to the following information, and all available funds shall be sub-allocated (without a remaining balance):

      i. Full name of the Subrecipient,

      ii. Dollar amounts of sub-allocations to each Subrecipient,

      iii. FFY of funding sub-allocations, and

      iv. Any other information requested by FTA.

   b. SANBAG shall be responsible for coordinating and obtaining signed Certification Forms or Opt-Out Forms as described in Section 2.2, paragraphs 9 and 10, of this Agreement, from all eligible Subrecipients identified by SANBAG in San Bernardino County, and ensuring that such timely submitted forms are submitted to SCAG prior to SCAG's submittal of the grant applications.

3) Funding Exchanges: SANBAG shall be responsible for managing and approving any exchanges of such funds with other federal, state, and/or local funds within the same UZA, in accordance with applicable federal, state and/or local requirements. SANBAG shall further notify SCAG of any and all revised sub-allocations within fifteen (15) days from the date of such revisions, to reflect any funding exchanges or in the event that any identified eligible Subrecipient opts-out of receiving its sub-allocation pursuant to Section 2.2, paragraph 10. SANBAG further agrees to provide SCAG with documentation of any exchanges of funds, upon request of SCAG or FTA.

4) Short-range Programming: SANBAG shall be responsible for programming eligible projects in its short-range TIPs that are submitted to SCAG for recommended inclusion in the FTIP.

2.2. Role and Responsibilities of Omnitrans

1) Definition of "Subrecipient": For purposes of this Agreement, "Subrecipient" shall mean an eligible public agency or private nonprofit organization engaged in public transportation and identified by SANBAG as serving and being located in San Bernardino County, to receive a sub-allocation of Section 5339 Program funds awarded by FTA, contingent upon meeting federal requirements and requirements set forth in this Section 2.2. Omnitrans agree to submit any grant applications for this program to SCAG in accordance with the Call for Applications process established by SCAG.

2) Certifications and Assurances: By signing this Agreement Omnitrans hereby agrees to accept responsibilities and comply with the requirements stated in this Agreement including but not limited to this Section 2.2.

3) Applications and Grant Management Process: Omnitrans is responsible for submitting grant applications through SCAG's Call for Applications process to receive Section 5339 Program funds awarded by FTA to implement eligible, capital projects, contingent upon meeting federal requirements and requirements set forth in this Section 2.2. Omnitrans shall not submit grant applications on behalf of sub-tier recipients. All grant applications for projects eligible for funding as described herein, must be submitted by Omnitrans through SCAG's Call for Applications process. All requested revisions or amendments to approved applications must be submitted to SCAG.

4) Grant Requirements: The responsibilities of Omnitrans include, but are not limited to, the following:

   a. FTA Master Agreement: Omnitrans agrees to comply in the same capacity as the "Recipient" with applicable terms and conditions of the FTA Master Agreement, FTA MA (19) dated October 1, 2012 (www.fta.dot.gov/documents/19-Master.pdf) and any agreement which supersedes and replaces it.

   b. Annual FTA Certifications and Assurances: By signing the FFY 2013 FTA Certifications and Assurances, attached hereto and incorporated herein as Attachment "A-1," Omnitrans certifies in the same capacity as the "Applicant" that it shall comply with the applicable annual FTA Certifications and Assurances (published annually in the Federal Register). Upon publication of the FFY 2014 FTA Certifications and Assurances form, and for each additional FFY for which Congress authorizes and appropriates Section 5339 Program funds, Omnitrans shall sign and submit a copy of such form to SCAG prior to applying for any of such funds.

   c. Documentation: Omnitrans shall submit to SCAG any documentation reasonably requested by SCAG to assure the validity of all above-referenced Certifications and Assurances.

d. Transit Asset Management Plans: Omnitrans agrees to the following:

i. It will develop a Transit Asset Management Plan that complies with:

a) 49 U.S.C. Section 5326 et seq. and Section 5339(a)(4), as amended by MAP-21;
b) Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. Section 5326(d), as amended by MAP-21;
c) Performance Measures and Targets required to be issued by 49 U.S.C. Section 5326(c)(1); and
d) Other applicable Federal laws and regulations

ii. It will develop a Transit Asset Management Plan that is consistent with Federal guidance developed or to be developed to implement 49 USC Section 5326, as amended by MAP-21.

iii. It will provide progress and performance reports as required by 49 U.S.C. Section 5326(c)(3), as amended by MAP-21.

iv. Transit Asset Management Plans shall at minimum include capital asset inventories and condition assessments, and investment prioritization. Omnitrans shall further report on the condition of its system and any change in condition since the last report and submit such reports into the FTA's National Transit Database (NTD). Omnitrans shall submit to SCAG performance measures and targets adopted as part of such plans, and any other related documentation requested by SCAG.

5) Invoices. Upon approval of SCAG's grant applications by FTA and commencement of approved projects under the Section 5339 Program, Omnitrans shall submit invoices to SCAG for reimbursement of incurred, eligible and allowable grant program costs. Such costs shall comply with all applicable federal cost principles and other related requirements, and shall serve as the only costs eligible for reimbursement by SCAG. Upon approval of invoices by SCAG, SCAG shall draw-down funds on a reimbursement basis from FTA's ECHO System, and shall pay Omnitrans upon receipt of payment by FTA.

a. Invoices shall comply with the Invoice Format set forth in Exhibit "B," attached hereto and incorporated herein by this reference. The required, local cash match (20%) shall be deducted by Omnitrans and reflected in each Invoice. The Authorized Representative of Omnitrans agrees to sign the Cash Match Certification Statement on each Invoice. All invoices shall be submitted at least quarterly and no more frequently than monthly, and contain the following information:

i. Name of Subrecipient expending the Section 5339 Program funds;

ii. UZA name and number for which the project funds are being reported;

iii. A listing of the FTA grant number(s) being reported, with their respective project budget line item (ALI Codes), project category, approved FTA amount, and description of the funded projects;

iv. Invoice period and corresponding Progress Report in narrative format; and

v. Explanation if there is no activity.

b. All invoices shall be submitted by Omnitrans to the following email address: AccountsPayable@scag.ca.gov.

c. SCAG shall maintain final approval authority of invoices submitted under this Agreement.

6) Quarterly Reports: Omnitrans shall submit Quarterly Reports to SCAG which contain the following information, and any additional information as may be required by SCAG or FTA:

a. Name of Subrecipient expending the Section 5339 Program funds;

b. UZA name and number for which the funds are being reported;

c. A listing of the FTA grant number(s) being reported, with their respective project budget line item (ALI Codes), project category, approved FTA amount, and description of the funded projects; and

d. Federal Fiscal Year (FFY) Quarterly Milestones/Progress Reports in a narrative format.

Quarterly Reports shall be submitted no later than fifteen (15) days after each FFY quarter has ended, to the attention of Alfonso Hernandez (or other person identified by SCAG), SCAG Grants Administrator. SCAG shall promptly notify all parties in the event of a change in the person identified in this paragraph as the recipient of the Quarterly Reports.

7) Audits: In accordance with the FTA Master Agreement and applicable federal law and regulations, Omnitrans agrees to retain and require its contractors and other third party participants to retain complete and readily accessible records related in whole or part to the Section 5339 Program ("Records"). Records required to be retained include but are not limited to data, documents, reports, statistics, leases, third party contracts or agreements, arrangements, and other supporting materials related to those records.

a. Omnitrans shall retain Records for the period required under the FTA Master Agreement, and shall make the Records available for inspection and audit by

representatives of SCAG, the State, or the Federal Government upon request. Copies of the Records shall be made and furnished to SCAG upon request at no cost to SCAG.

b. Any costs for which Omnitrans receives payment that is determined by a subsequent audit or other review by SCAG, State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid by Omnitrans within thirty (30) days of Omnitrans receiving notice of audit findings and a written demand for reimbursement from SCAG. Should Omnitrans fail to reimburse unallowable costs due SCAG within thirty (30) days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to Omnitrans.

8) Reports and Forms: Upon approval of grant applications by FTA, as applicable, Omnitrans shall submit to SCAG the following reports and forms which relate to the Section 5339 Program:

a. Quarterly Milestones/Progress Reports during the current FFY;

b. Disadvantaged Business Enterprise (DBE) reports and all other reports and documentation required by FTA;

c. Final/Close-out Reports;

d. IRS W-9 Form;

e. Banking information which includes name of the financial institute, ACH routing number, and account number; and

f. Any other documents or reports requested by FTA or SCAG.

9) Grant Certification Form: Omnitrans shall execute and submit to SCAG, in advance of submitting a grant application for Section 5339 Program funds to SCAG and no later than fifteen (15) days after receiving a Notice of Sub-allocations from SANBAG, a signed Grant Certification Form (Exhibit A) including a signed FFY 2013 FTA Certifications and Assurances (Attachment A-1). Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5339 Program funds, Omnitrans shall sign and submit a copy to SCAG of the applicable FTA Certifications and Assurances form, prior to applying for such funds. SCAG shall not allocate and SANBAG shall not sub-allocate, as applicable, any Section 5339 Program funds to a Subrecipient who has not executed a Grant Certification Form and applicable FTA Certifications and Assurances form.

10) Opt-Out Option: In the event Omnitrans elects not to apply for Section 5339 Program funds and does not execute the Grant Certification Form described in

paragraph 9 of this Section 2.2, Omnitrans may sign and return the Opt-Out Form (Attachment A-2). Should Omnitrans elect to opt-out, as described herein, Omnitrans shall sign and return to SCAG's Grants Administrator the required Opt-Out Form within thirty (30) days of receiving the Notice of Sub-Allocations from SANBAG. Upon receipt by SCAG of the Opt-Out Form signed by Omnitrans' duly authorized representative or upon the lapse of the thirty (30)-day notification period, SCAG and SANBAG shall initiate the process to sub-allocate the applicable Section 5339 Program funds among other eligible Subrecipients within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C. Section 5339, as applicable and as amended from time to time. In any event, this Agreement shall remain fully binding and enforceable among the signatory parties.

3. General Provisions

3.1. Term of Agreement:
This Agreement shall commence on the Effective Date of the Agreement and continue in full force unless a party withdraws from this Agreement or this Agreement is terminated in accordance with Section 3.7.

3.2. Drafting:
This Agreement has been prepared, reviewed and endorsed by the Parties.

3.3. Amendments:
This Agreement may be amended only by the execution by the Parties of a written amendment.

3.4. Jurisdiction and Venue:
This Agreement shall be deemed an Agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. All parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in San Bernardino County, California.

3.5. Non-assignment:
No party may assign this Agreement, or any part thereof, without the written consent of each party to this Agreement.

3.6. Indemnity:
Omnitrans agrees to indemnify, defend and hold harmless SANBAG and its officers, agents and employees from and against any and all claims, demands, costs, or liability arising from or connected with intentional or negligent acts, errors or omissions, any violations of law, or any violations of the terms and conditions of this Agreement (including non-compliance with the FTA Master Agreement and annual FTA Certifications and Assurances) attributable to performance of the responsibilities as set forth in this MOU by Omnitrans or its officers, agents, employees, contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of SANBAG.

3.7. Withdrawal and Termination:

1) Any party may withdraw from this Agreement upon thirty (30) days written notice to the other party, provided that the notice of withdrawal sets forth the effective date of withdrawal and the reason for withdrawal. Additionally, the notice of withdrawal shall provide that the Parties meet during the period prior to the effective date of withdrawal to try to resolve any dispute, if applicable. In the event that the withdrawal is for cause, the withdrawal shall not be effective if the party cures the default in its performance within the thirty (30) day period.

2) SANBAG shall notify SCAG of the withdrawal from this Agreement of Omnitrans and shall administer and sub-allocate Section 5339 Program funds to eligible Subrecipients, as applicable.

3) SANBAG may terminate this Agreement at any time, upon thirty (30) days written notice to Omnitrans provided that the notice of termination sets forth the effective date of termination. Such termination clause may be invoked by SANBAG in the following circumstances including but not limited to: in the event that the Section 5339 Program is no longer funded by Congress and the fund balances have been exhausted, or in the event that SCAG is no longer a designated recipient of Section 5339 Program funds for a UZA or UZAs identified herein and SANBAG is no longer eligible to sub-allocate Section 5339 funds.

3.8. Disputes:
Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association.

3.9. Counterparts:
This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.

3.10. Contact List:
The names and contact information for the grants administrator representing each party are identified in the Grants Administrator Contacts List, attached hereto and incorporated herein as Exhibit "C."

3.11. Notice:
Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the names and addresses attached hereto and incorporated herein as Exhibit "D."

3.12. Entire Agreement:
This Agreement contains the entire agreement and understanding of the Parties relating to the subject matter hereof, and the Parties have made no agreement or representation relating to the subject matter hereof which are not set forth herein.

3.13 Effective Date:
This Agreement is effective on the date executed by SANBAG.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

San Bernardino Associated Governments

By: _____ Date: _____
Ray Wolfe
Executive Director

Approved as to Form:

_____ Date: _____
Eileen Monaghan Teichert
General Counsel

Omnitrans

By: _____ Date: _____
Scott Graham
Chief Executive Officer

Approved as to Form:

By: _____ Date: _____
(Insert Name Here)
General Counsel

EXHIBIT A

GRANT CERTIFICATION FORM

Section 5339 Bus and Bus Facilities Grants Program (Section 5339 Program)

This Grant Certification Form is required to be signed by all Subrecipients of Section 5339 Program Funds, pursuant to the Memorandum of Understanding among the Southern California Association of Governments (SCAG) and County Transportation Commissions for the Section 5339 Bus and Bus Facilities Formula Grants Program.

1. Definition of "Subrecipient:" For purposes of administering the Section 5339 Program, "Subrecipient" shall mean an eligible public agency or private nonprofit organization engaged in public transportation and identified by the CTC serving the county in which such public entity or nonprofit organization is located, to receive a sub-allocation of Section 5339 Program funds awarded by FTA, contingent upon meeting federal requirements and requirements set forth in Section 2.3 of MOU No. M-016-13. "Subrecipients" may include CTCs. All Subrecipients shall agree to submit grant applications for this program to SCAG in accordance with the Call for Applications process established by SCAG.

2. Applications and Grant Management Process: Subrecipients are responsible for submitting grant applications through SCAG's Call for Applications process to receive Section 5339 Program funds awarded by FTA to implement eligible, capital projects, contingent upon meeting federal requirements and requirements set forth in Section 2.3 of MOU No. M-016-13. Subrecipients shall not submit grant applications on behalf of sub-tier recipients. All grant applications for projects eligible for funding as described herein, must be submitted by Subrecipients through SCAG's Call for Applications process.

3. Grant Requirements: The responsibilities of Subrecipients include, but are not limited to, the following:

    a. FTA Master Agreement: Each Subrecipient agrees to comply in the same capacity as the "Recipient" with applicable terms and conditions of the FTA Master Agreement, FTA MA (19) dated October 1, 2012 (www.fta.dot.gov/documents/19-Master.pdf) and any agreement which supersedes and replaces it.

    b. Annual FTA Certifications and Assurances: The Subrecipient agrees to sign the Federal Fiscal Year (FFY) 2013 FTA Certifications and Assurances, attached hereto and incorporated herein as Attachment "A-1." Each Subrecipient certifies in the same capacity as the "Applicant" that it shall comply with the applicable annual FTA Certifications and Assurances (published annually in the Federal Register). Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5339 Program funds, each Subrecipient shall sign and submit a copy of such form to SCAG prior to applying for any of such funds.

    c. Documentation: Each Subrecipient shall submit to SCAG any documentation reasonably requested by SCAG to assure the validity of all above-referenced FTA Certifications and Assurances.

    d. Transit Asset Management Plans: Each Subrecipient shall agree to the following:

        i. It will develop a Transit Asset Management Plan that complies with:

            1. 49 U.S.C. Section 5326 et seq. and Section 5339(a)(4), as amended by MAP-21;
            2. Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. Section 5326(d), as amended by MAP-21;
            3. Performance Measures and Targets required to be issued by 49 U.S.C. Section 5326(c)(1); and
            4. Other applicable Federal laws and regulations;

        ii. It will develop a Transit Asset Management Plan that is consistent with Federal guidance developed or to be developed to implement 49 USC Section 5326, as amended by MAP-21.

        iii. It will provide progress and performance reports as required by 49 U.S.C. Section 5326(c)(3), as amended by MAP-21.

        iv. Transit Asset Management Plans shall at minimum include capital asset inventories and condition assessments, and investment prioritization. Subrecipients shall further report on the condition of their system and any change in condition since the last report and submit such reports into the FTA's National Transit Database (NTD). The Subrecipient shall submit to SCAG performance

measures and targets adopted as part of such plans, and any other related documentation requested by SCAG.

4. Invoices. Upon approval of SCAG's grant applications by FTA and commencement of approved projects under the Section 5339 Program, Subrecipients shall submit invoices to SCAG for reimbursement of incurred, eligible and allowable grant program costs. Such costs shall comply with all applicable federal cost principles and other related requirements, and shall serve as the only costs eligible for reimbursement by SCAG. Upon approval of invoices by SCAG, SCAG shall draw-down funds on a reimbursement basis from FTA's ECHO System, and shall pay the Subrecipient upon receipt of payment by FTA.

   a. Invoices shall comply with the Invoice Format set forth in the Call for Applications instructions which shall be provided by SCAG. The required, local cash match (20%) shall be deducted by the Subrecipient and reflected in each Invoice. The Authorized Representative of each Subrecipient agrees to sign the Cash Match Certification Statement on each Invoice. All invoices shall be submitted at least quarterly and no more frequently than monthly, and contain the following information:

      i. Name of Subrecipient expending the Section 5339 Program funds;
      ii. UZA name and number for which the project funds are being reported;
      iii. A listing of the FTA grant number(s) being reported, with their respective project budget line item (ALI Codes), project category, approved FTA amount, and description of the funded projects;
      iv. Invoice period and corresponding Progress Report in narrative format; and
      v. Explanation if there is no activity.

   b. All invoices shall be submitted by Subrecipients to the following email address: AccountsPayable@scag.ca.gov.

   c. SCAG shall maintain final approval authority of invoices submitted under this Agreement.

5. Quarterly Reports. Each Subrecipient shall submit Quarterly Reports to SCAG which contain the following information, and any additional information as may be required by SCAG or FTA:

   a. Name of Subrecipient expending the Section 5339 Program funds;

   b. UZA name and number for which the funds are being reported;

   c. A listing of the FTA grant number(s) being reported, with their respective project budget line item (ALI Codes), project category, approved FTA amount, and description of the funded projects; and

   d. Federal Fiscal Year (FFY) Quarterly Milestones/Progress Reports in a narrative format.

   Quarterly Reports shall be submitted no later than fifteen (15) days after each FFY quarter has ended, to the attention of Alfonso Hernandez (or other person identified by SCAG), SCAG Grants Administrator. SCAG shall promptly notify all Subrecipients in the event of a change in the person identified in this paragraph as the recipient of the Quarterly Reports.

6. Audits: In accordance with the FTA Master Agreement and applicable federal law and regulations, Subrecipients agree to retain and require its contractors and other third party participants to retain complete and readily accessible records related in whole or part to the Section 5339 Program ("Records"). Records required to be retained include but are not limited to data, documents, reports, statistics, leases, third party contracts or agreements, arrangements, and other supporting materials related to those records.

   a. Subrecipients shall retain Records for the period required under the FTA Master Agreement, and shall make the Records available for inspection and audit by representatives of SCAG, the State, or the Federal Government upon request. Copies of the Records shall be made and furnished to SCAG upon request at no cost to SCAG.

   b. Any costs for which a Subecipient receives payment that is determined by a subsequent audit or other review by SCAG, State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid by the Subrecipient within thirty (30) days of such Subrecipient receiving notice of audit findings and a written demand for reimbursement from SCAG. Should the Subecipient fail to reimburse unallowable costs due SCAG within thirty (30) days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to the Subrecipient.

7. Reports and Forms: Upon approval of grant applications by FTA, as applicable, Subrecipients shall submit to SCAG the following documents and reports which relate to the Section 5339 Program:

   a. Quarterly Milestones/Progress Reports during the current FFY;

   b. Disadvantaged Business Enterprise (DBE) reports and all other reports and documentation required by FTA;

   c. Final/Close-out Reports;

   d. IRS W-9 Form;

   e. Banking information which includes name of the financial institute, ACH routing number, and account number; and

   f. Any other documents or reports requested by FTA or SCAG.

8. Sub-allocations Process: The Subrecipient hereby understands and agrees that it shall execute and submit to SCAG, in advance of submitting a grant application for Section 5339 Program funds to FTA and no later than fifteen (15) days after receiving a Notice of Sub-allocations from the CTC serving the county in which the Subrecipient is located, this Grant Certification Form and the FFY 2013 FTA Certifications and Assurances, signed by the duly authorized representative of the Subrecipient. Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5339 Program funds, each Subrecipient shall sign and submit a copy to SCAG of the applicable FTA Certifications and Assurances form, prior to SCAG's submittal of an application for such funds. SCAG shall not allocate and the CTCs shall not sub-allocate, as applicable, any Section 5339 Program funds to a Subrecipient who has not executed a Grant Certification Form and applicable FTA Certifications and Assurances form.

9. Opt-Out Option: In the event an eligible Subrecipient, excluding a CTC who is a Subrecipient, elects not to apply for Section 5339 Program funds and does not execute the Grant Certification Form, the Subrecipient may elect to sign and return the attached Opt-Out Form, attached hereto and incorporated herein as Attachment "A-2." A Subrecipient that elects to opt-out, as described herein, shall sign and return to SCAG's Grants Administrator the attached Opt-Out Form within thirty (30) days of receiving the Notice of Sub-Allocations from the CTC serving the county in which the Subrecipient is located. Upon receipt by SCAG of the Opt-Out Form signed by a Subrecipient's duly authorized representative or upon the lapse of the 30-day notification period, SCAG and the respective CTC shall initiate the process to sub-allocate the Section 5339 Program funds among other eligible Subrecipients within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C. Section 5339, as applicable and as amended from time to time.

10. Indemnity: The Subrecipient agrees to indemnify, defend and hold harmless SCAG and its respective officers, agents and employees from and against any and all claims, demands, costs, or liability arising from or connected with intentional or negligent acts, errors or omissions, any violations of law, or any violations of the terms and conditions of this Certification Form (including non-compliance with the FTA Master Agreement and annual FTA Certifications and Assurances) attributable to performance of the responsibilities as set forth herein by the Subrecipient or its officers, agents, employees, contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of SCAG.

SIGNING BELOW, on behalf of the Subrecipient, I declare under penalty of perjury that the Subrecipient has duly authorized me to sign this Grant Certification Form, and bind the recipient's compliance. Thus, the Subrecipient agrees to comply with all requirements set forth herein.

Signature of Authorized Representative

_____	_____
Signature	Date
_____	_____
Name of Subrecipient	Address

Return Form To:
Alfonso Hernandez, SCAG Grants Administrator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
hernande@scag.ca.gov

ATTACHMENT A-1
FEDERAL FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSITADMINISTRATION ASSISTANCE PROGRAMS

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

Group	Description	
1.	Required Certifications and Assurances for Each Applicant.	_____
2.	Lobbying.	_____
3.	Private Sector Protections.	_____
4.	Procurement and Procurement System.	_____
5.	Rolling Stock Reviews and Bus Testing.	_____
6.	Demand Responsive Service.	_____
7.	Intelligent Transportation Systems.	_____
8.	Interest and Finance Costs and Leasing Costs.	_____
9.	Transit Asset Management and Agency Safety Plans.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	_____
12.	Bus and Bus Facilities Program.	_____
13.	Bus/Bus Facilities Programs.	_____
14.	Urbanized Area Formula Programs and Job Access and Reverse Commute (JARC) Program.	_____
15.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	_____
16.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
17.	Public Transportation on Indian Reservations and "Tribal Transit Programs."	_____
18.	Low or No Emission/Clean Fuels Grant Programs.	_____
19.	Paul S Sarbanes Transit in Parks Program.	_____
20.	State Safety Oversight Program.	_____
21.	Public Transportation Emergency Relief Program.	_____
22.	Expedited Project Delivery Pilot Program.	_____
23.	Infrastructure Finance Programs.	_____

FEDERAL FISCAL YEAR 2013 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these Certifications and Assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its authorized representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2013, irrespective of whether the individual that acted on its Applicant's behalf continues to represent the Applicant.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply, as provided, to each Project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2013.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: _____ Date: _____

Full Name: _____

Authorized Representative of Applicant: _____

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature: _____ Date: _____

Full Name: _____

Attorney for Applicant: _____

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

ATTACHMENT A-2
Opt-Out Form

Name of Eligible Subrecipient (Public Entity):

_____

The Public Entity named above hereby elects not to sign the Grant Certification Form required under the Memorandum of Understanding among the Southern California Association of Governments (SCAG) and County Transportation Commissions (CTCs) for the Section 5339 Bus and Bus Facilities Grants Program.

The Public Entity understands and agrees that SCAG shall not be obligated to allocate and that the County Transportation Commission (CTC), serving the county in which the Public Entity is located, shall not be obligated to sub-allocate Section 5339 Program funds to any entity which elects not to sign the Grant Certification Form. Such Public Entity that elects to opt-out shall sign and return this Opt-Out Form to SCAG's Grants Administrator within thirty (30) days of receiving notification from the respective CTC of the Subrecipients' sub-allocation amount(s) ("Notice of "Sub-allocations").

The Public Entity agrees and understands that SCAG will initiate, upon receipt of this Opt-Out Form signed by the duly authorized representative of the Public Entity or upon the lapse of the 30-day notification period set forth above (whichever occurs first), the process to sub-allocate the Section 5339 Program funds among other eligible Subrecipients within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C. Section 5339, as applicable and as amended from time to time.

_____
Signature of Authorized Representative Date

_____
Name

_____
Name of Public Entity

_____
Address

Any Eligible Subrecipient that elects to opt-out of receiving 5339 Program Funds shall sign and return this Opt-Out Form to SCAG's Grants Administrator at the following address within thirty (30) calendar days of receiving the Notice of Sub-allocations:

Alfonso Hernandez, SCAG Grants Administrator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
hernande@scag.ca.gov

Exhibit B
Invoice Format

INVOICE FORMAT (By Line Item Budget)

Agency:					**Grant Number:**				
Address:					**Grant Title:**				
					Invoice Period:				
				Current Invoice		**Project to Date**		**Balance**	
	Hourly Rate	**Hours**	**Budget**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**
Direct Labor Classification(s):									
Staff Position Title	$ 1.00	-	$ -					-	-
Staff Position Title	$ 1.00		$ -					-	-
Staff Position Title	$ 1.00		$ -					-	-
Staff Position Title	$ 1.00		$ -					-	-
Staff Position Title	$ 1.00		$ -					-	-
Subtotal		-	$ -	-	$ -	-	$ -	-	$ -
Overhead & Fringe (inc. G&A):									
Overhead	1.00%		$ -						-
Fringe	1.00%		$ -						-
Subtotal			$ -		$ -				-
Other Direct Costs (ODCs)									
Travel			$ -						-
Printing - Directly Chargeable only			$ -						-
Other			$ -						-
Subtotal			$ -		$ -		$ -		$ -
Subcontractors									
Name of subcontractor -1			$ -						-
Name of subcontractor -2			$ -						-
Name of subcontractor -3			$ -						-
Name of subcontractor -4			$ -						-
Subtotal			$ -		$ -		$ -		$ -
TOTAL			$ -		$ -		$ -		$ -
Less: Local Cash Match	20%		$ -		$ -		$ -		-
AMOUNT DUE			$ -		$ -		$ -		$ -

CERTIFICATION OF SUBRECIPIENT

I hereby certifiy that the above costs were incurred in performance of the work required under the grant and are consistent with the amounts evidenced by attached supporting documents and expenditures. The source of 20% Local Cash Match is from local, non-federal funds.

Signature	Print Name and Title	Date

INVOICE FORMAT (By Task)

Agency Name:
Address:

Grant Number:
Grant Title:
Invoice Period:

	TASK	BUDGET	CURRENT INVOICE			YTD			REMAINING BALANCE
			Staff Costs	Consultant or Contractor Costs	Other Costs	Staff Costs	Consultant or Contractor Costs	Other Costs	
1		$0.00							$0.00
2		$0.00							$0.00
3		$0.00							$0.00
4		$0.00							$0.00
5		$0.00							$0.00
6		$0.00							$0.00
7		$0.00							$0.00
8		$0.00							$0.00
9		$0.00							$0.00
10		$0.00							$0.00
11		$0.00							$0.00
12		$0.00							$0.00
13		$0.00							$0.00
	Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Total Current Expenditures:	**$0.00**
Less 20% Local Cash Match:	**$0.00**
Total Amount Due:	***$0.00***

CERTIFICATION OF GRANTEE

I hereby certify that the above costs were incurred in performance of the work required under the grant and are consistent with the amounts evidenced by attached supporting documents and expenditures. The source of 20% Local Cash Match is from local, non-federal funds.

Signature	Print Name and Title	Date

Exhibit C
Grants Administrator Contacts List

The Southern California Association of Governments
Full Name: Alfonso Hernandez
Title/Dept: Senior Budget and Grants Analyst, Finance
Mailing Street Address: 818 W. 7th Street, 12th Floor
City, State and Zip Code: Los Angeles, CA 90017
Phone: 213-236-1897
Email: hernande@scag.ca.gov

San Bernardino Associated Governments
Full Name: Vanessa Jezik
Title/Dept: Transportation Programming Analyst
Mailing Street Address: 1170 W. 3rd Street, 2nd Floor
City, State and Zip Code: San Bernardino, CA 92410-1715
Phone: 909-884-8276
Email: vjezik@sanbag.ca.gov

Omnitrans
Full Name:
Title/Dept:
Mailing Street Address:
City, State and Zip Code:
Phone:
Email:

Exhibit D
Notices

Mr. Hasan Ikhrata
Executive Director
Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, CA 90017-3435

Mr. Raymond Wolfe
Executive Director
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Mr. Scott Graham
Interim CEO/General Manager
Omnitrans
1700 W. Fifth Street
San Bernardino, CA 92411

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 26

Date: November 6, 2013

Subject: Amendments to the Expenditure Plans for the Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account

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

1. Approve the amendment to the Expenditure Plan for Omnitrans for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment A.
2. Approve the amendment to the Expenditure Plan for Barstow Area Transit for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment B.
3. Approve the amendment to the Expenditure Plan for Needles Area Transit for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment B.
4. Approve the amendment to the Expenditure Plan for San Bernardino Associated Governments for the remaining Proposition 1B Public

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1311c-vj

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311c1-vj.xls
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311c2-vj.xls
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311c3-vj.xlsx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311c4-vj.xlsx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/RESOLUTION%20NO.%2014-005.docx

Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment C.

5. Approve the amendment to the Expenditure Plan for Victor Valley Transit Authority for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds as identified in Attachment D.
6. Repeal Resolution No. 13-082 designating an authorized agent and authorizing the execution of the certifications and assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account Bond Program.
7. Adopt Resolution No. 14-005 designating an authorized agent and authorizing the execution of the certifications and assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account Bond Program.

Background: On February 3, 2010, the SANBAG Board approved an allocation to the transit operators from the Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) in the amount of $70,286,423. The allocations provided capital funds to SANBAG and all of the transit operators throughout the county which includes Barstow Area Transit (BAT), Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (MARTA), Needles Area Transit (NAT), Omnitrans, Southern California Regional Rail Authority (SCRRA) and Victor Valley Transit Authority (VVTA).

AB 1072 and PTMISEA Guidelines require that operators submit to Caltrans a PTMISEA Program Expenditure Plan which contains a list of all projects the operator intends to fund with its share of PTMISEA for the life of the bond, including the amount for each project and the year in which the funds will be requested. An amendment to the Expenditure Plan reallocates any unspent dollars to the projects that the operators currently need; it does not increase or decrease the amount of the original allocation approved in February 2010. Approval of this item will amend the current Expenditure Plans for Omnitrans, BAT, NAT, SANBAG, and VVTA.

In summary the changes consist of:

- Omnitrans – consolidating their allocation into two years and allocating $3,400,000 to the San Bernardino Transit Center supplanting other federal funds they had already identified for that project.
- BAT – increasing the allocation on a bus stop reconstruction project and decreasing the allocation for replacement vehicles and the design of the BAT Central Transfer Station.

- NAT – removing City of Needles yard improvements, which will be funded with State Transit Assistance Funds, and consolidating their remaining allocation on the El Garces Intermodal Transit Center.
- SANBAG – increasing the allocation on the Downtown San Bernardino Project from $5,000,000 to $6,419,000, adding an allocation for double tracking projects for $2,000,000, and decreasing the Redlands Passenger Rail Project (RPRP) by the same amount $3,419,000.
- VVTA – modified the distribution of funds throughout fiscal years; there are no major changes to the projects included in the expenditure plan.

Resolution No. 13-082, approved by the Board on April 11, 2013, references specific projects and funding amounts in addition to designating an authorized agent and authorizing the execution of the certifications and assurances for the PTMISEA Bond Program. Staff is recommending repealing Resolution No. 13-082 in order to adopt Resolution No. 14-005, which references the most recent board-approved PTMISEA Program Expenditure for SANBAG which allows the Resolution to remain applicable even if the SANBAG Board approves changes to the expenditure plan. In doing so, the step of adopting a new resolution to correspond with future PTMISEA Program Expenditure Plan revisions will be eliminated.

Financial Impact: This item has no impact upon the SANBAG Budget as there are sufficient PTMISEA funds included in the Fiscal Year 2013/2014 budget to cover the expected expenditures related to the DSBPRP. Any budget adjustment necessary for the SBTC will be addressed when the contract with Omnitrans is presented for approval. Lastly, the remaining agency funds do not flow through the SANBAG budget but are allocated directly to the transit operators.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 17, 2013.

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

ATTACHMENT A

Caltrans

Effective: 10/09

Public Transportation Modernization, Improvement, & Service Enhancement Program (PTMISEA)
PTMISEA Program Expenditure Plan Worksheet

Sponsor Agency: Omnitrans
City/County: San Bernardino/San Bernardino
Sponsor Contact: Maurice Mansion
Email: Maurice.Mansion@omnitrans.org
Phone: (909) 379-7169
Total PTMISEA Appropriation: $ 30,838,061.00

Project Name	Project Description	PTMISEA Funds by FY: Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Total	Other Fund Sources: Federal	State	Local	Total Estimated Project Cost
Operator Allocation	GC 8879.55(a)(3)																	
1. Revenue Vehicles					$5,655,666									$5,655,666				$5,655,666
Population Allocation	**GC 8879.55(a)(2) - Funds from SANBAG**																	
1. Revenue Vehicles	Revenue Vehicles				$7,084,181	$7,084,181								$14,168,362	$57,520,000			$71,688,362
2. Support Vehicles	Support Vehicles				$443,500	$443,500								$887,000	$3,746,000	$100,000		$4,733,000
3. Management Information System	Management Information System				$2,011,535	$2,011,535								$4,023,070	$16,315,474			$20,338,544
4. Facility Infrastructure	Facility Infrastructure				$1,123,121	$1,123,121								$2,246,242	$9,442,666			$11,688,908
5. Transit Enhancements	Transit Enhancements				$300,000									$300,000	$1,400,000			$1,700,000
6. Stops & Zones	Stops & Zones				$157,722									$157,722	$715,200	$21,078		$894,000
7. San Bernardino Transit Center	San Bernardino Transit Center				$3,400,000									$3,400,000	$13,854,000	$4,917,254	$1,286,197	$23,457,451
														$0				$0
														$0				$0
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Total Number of Projects:		PTMISEA Funds by FY: Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Total	Other Fund Sources: Federal	State	Local	Total Estimated Project Cost
8	Totals:	$0	$0	$0	$20,175,725	$10,662,337	$0	$0	$0	$0	$0	$0	$0	$30,838,062	$102,993,340	$5,038,332	$1,286,197	$140,155,931

Description:
Each project sponsor shall complete the above table listing each project to be funded with PTMISEA funds. These projects should represent the sponsor's entire share of PTMISEA funds for the life of the Bond.
The total amount in the blue highlighted cell (below) should equal the project sponsor's total PTMISEA appropriation (above).

Shaded areas are pre calculated. Please do not change the formulas.

Sponsor Agency Signature: ______________________ Date: __________

Caltrans Signature: ______________________ Date: __________

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BRD1311c1-vj
ATTACHMENT A

Attachment B

Caltrans

Effective: 10/09

Public Transportation Modernization, Improvement, & Service Enhancement Program (PTMISEA)
PTMISEA Program Expenditure Plan Worksheet

Sponsor Agency: San Bernardino Associated Governments
City/County: San Bernardino/San Bernardino
Sponsor Contact: Mitch Aldreman
Email: malderman@sanbag.ca.gov
Phone: (909) 884-8276
Total PTMISEA Appropriation: 2232701+369014 (This is the total amount of PTMISEA funding that was listed in the October 30, 2009 letter from the California State Controller, John Chiang.)

Project Name	Project Description	PTMISEA Funds by FY										Other Fund Sources			Total Estimated Project Cost
		Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	
Population Allocation	GC 8879.55(a)(2) - Funds from SANBAG														
A. City of Barstow	Barstow Area Transit														
1. Bus Stop Replacement	Bus Stop Reconstruction (20 Total Locations) - Rimrock Road (11 locations), Montara Road (2 locations), Armory Road (4 locations), Windy Pass Street (2 locations), Broadway Avenue (1 location). Funding reprogrammed from previously allocated funding for vehicle replacements ($1,754,266) and Central Transfer Station design ($193,011).					$637,914	$ 1,309,363				$1,947,277				$1,947,277
2. Central Transfer Station	The design of Barstow Area Transit Central Transfer Station.					$125,946					$125,946				$125,946
3. Vehicle Replacement	1 replacment vehicles for Barstow Area Transit.						$159,479				$159,479				$159,479
											$0				$0
											$0				$0
B. City of Needles	Needles Area Transit										$0				$0
1. Vehicle Replacement	1 Replacement vehicle for Needles Area Transit							$84,507			$84,507				$84,507
2. Vehicle Replacement	1 Replacement vehicle for Needles Area Transit								$84,507		$84,507				$84,507
3. Facility Rehabilitation	El Garces Intermodal Transit Center			$200,000							$200,000				$200,000
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0

Total Number of Projects:		PTMISEA Funds by FY										Other Fund Sources			Total Estimated Project Cost
		Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	
6	Totals:	$0	$0	$200,000	$0	$763,860	$1,468,842	$84,507	$84,507	$0	$2,601,716	$0	$0	$0	$2,601,716

Description:
Each project sponsor shall complete the above table listing each project to be funded with PTMISEA funds. These projects should represent the sponsor's entire share of PTMISEA funds for the life of the Bond.
The total amount in the blue highlighted cell (below) should equal the project sponsor's total PTMISEA appropriation (above).

Shaded areas are pre calculated. Please do not change the formulas.

Sponsor Agency Signature: ______________________ Date: ____________

Caltrans Signature: ______________________ Date: ____________

BRD1311c2-vj
ATTACHMENT B

ATTACHMENT C

Caltrans

Effective: 10/09

Public Transportation Modernization, Improvement, & Service Enhancement Program (PTMISEA)
PTMISEA Program Expenditure Plan Worksheet

Sponsor Agency: Southern California Regional Rail Authority
City/County: Los Angeles/San Bernardino
Sponsor Contact: Joanna Capelle
Email: capellej@scrra.net
Phone: 213 247-8049
Total PTMISEA Appropriation: 6799128 + 28142875 (This is the total amount of PTMISEA funding that was listed in the October 30, 2009 letter from the California State Controller, John Chiang.)

		PTMISEA Funds by FY										Other Fund Sources			Total Estimated
Project Name	Project Description	Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	Project Cost
Operator Allocation	**GC 8879.55(a)(3)**														
1. Positive Train Control (PTC)	PTC is a predictive collision avoidance technology designed to stop a train before a train movement that may result in an accident can occur. The Rail Safety Improvement Act of 2008 mandates the installation of PTC on passenger rail systems by 12/31/2015.	$3,309,525	$874,339	$608,100	$608,100	$589,302					$5,989,366	$73,614,650	$81,621,734	$25,605,587	$186,831,337
2. Safety Retrofits on Rail Cars	Push back couplers, frangible tables and re-seating	$500,000		$144,000	$144,000	$144,000					$932,000				$932,000
3. SB Line Sealed Corridor - SB County	Installation of fencing, barriers and other Safety Improvements			$1,843,644	$1,843,643						$3,687,287				$3,687,287
Population Allocation	**GC 8879.55(a)(2) - Funds from SANBAG**										$0				$0
1. Positive Train Control (PTC)	(see above)					$18,798					$18,798				$18,798
2. Safety Retrofits on Rail Cars	(see above)						$458,073	$458,073	$458,073	$458,073	$1,832,292				$1,832,292
4. SB Line Extension	Extends SB Line to San Bernardino Transit Station (Rilato & E)			$1,000,000	$5,419,844						$6,419,844	$5,000,000		$30,000,000	$41,419,844
5. Redlands Line Construction	Reconstruct 9 miles, grade crossings, signal system & 8 stations						$2,580,156	$5,250,000	$3,541,785		$11,371,941	$110,000,000		$105,000,000	$226,371,941
6. Redlands Rail Equipment	Acquire Redlands Rail vehicles						$5,000,000				$5,000,000	$2,500,000	$6,000,000	$16,500,000	$30,000,000
9. Rialto Metrolink Parking	Acquire property and construct additional surface parking			$1,500,000							$1,500,000	$3,200,000		$800,000	$5,500,000
5. Redlands Line Construction	Contribute to joint-use (Metrolink) parking structure near Upland station										$0	$5,000,000		$3,300,000	$8,300,000
Double Tracking Projects	Lilac to Rancho, 3 miles & 9 x-ings; Central to Archibald, 5.5 miles & 12 x-ings				$2,000,000						$2,000,000				$2,000,000
											$0				$0
											$0				$0
											$0				$0
											$0				$0

Total Number of Projects:		PTMISEA Funds by FY										Other Fund Sources			Total Estimated
		Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	Project Cost
9	Totals:	$3,809,525	$874,339	$5,095,744	$10,015,587	$752,100	$8,038,229	$5,708,073	$3,999,858	$458,073	$38,751,528	$199,314,650	$87,621,734	$181,205,587	$506,893,499

Description:
Each project sponsor shall complete the above table listing each project to be funded with PTMISEA funds. These projects should represent the sponsor's entire share of PTMISEA funds for the life of the Bond.
The total amount in the blue highlighted cell (below) should equal the project sponsor's total PTMISEA appropriation (above).

Shaded areas are pre calculated. Please do not change the formulas.

Sponsor Agency Signature: _____ Date: _____

Caltrans Signature: _____ Date: _____

BRD1311c3-vj
SANBAG

ATTACHMENT D

Caltrans

Effective: 10/09

Public Transportation Modernization, Improvement, & Service Enhancement Program (PTMISEA)
PTMISEA Program Expenditure Plan Worksheet

Sponsor Agency: Victor Valley Transit Authority
City/County: Hesperia/San Beranrdino
Sponsor Contact: Kevin Kane
Email: kkane@vvta.org
Phone: (760) 948-4330
Total PTMISEA Appropriation: 822271 + 10076421 (This is the total amount of PTMISEA funding that was listed in the October 30, 2009 letter from the California State Controller, John Chiang.)

		PTMISEA Funds by FY										Other Fund Sources			Estimated
Project Name	Project Description	Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	Project Cost
Operator Allocation	**GC 8879.55(a)(3)**														
3 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses (CMAQ match)				$63,659						$63,659	$491,342			$555,001
2 Fixed Route rplc buses	Purchase fixed route replacement buses (CMAQ match)				$110,615						$110,615	$853,773			$964,388
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements				$144,915						$144,915	$25,085			$170,000
1 rplc service truck	Purchase replacement service truck				$35,000						$35,000				$35,000
Path of travel bus stop imprv.	Path of travel bus stop improvements (Article 3 match)				$28,189						$28,189			$92,166	$120,355
ITS hardware/software	ADA paratransit and fixed route communications and data resources					$190,556		$249,337			$439,893				$439,893
Population Allocation	**GC 8879.55(a)(2)**														
3 fixed route expansion buses	Purchase fixed route expansion buses				$1,800,000						$1,800,000				$1,800,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements					$125,000					$125,000	$50,170			$175,170
2 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses					$190,000					$190,000				$190,000
ITS hardware/software	resources					$385,918					$385,918				$385,918
8 Premium ParaT. Rplc buses	Purchase replacement buses					$1,205,000					$1,205,000				$1,205,000
2 Service vehicles rplc	Purchase replacement service vehicles					$105,000					$105,000				$105,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements						$115,000				$115,000				$115,000
4 County Rplc buses	Purchase replacement buses Class H (2), Class E (1)						$970,000				$970,000				$970,000
8 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses							$680,000			$680,000				$680,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements							$125,000			$125,000				$125,000
8 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses								$760,000		$760,000				$760,000
2 Service vehicles rplc	Purchase replacement service vehicles								$75,000		$75,000				$75,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements								$100,000		$100,000				$100,000
2 Service vehicles rplc	Purchase replacement service vehicles									$80,000	$80,000				$80,000
5 fixed route rplc buses	Purchase fixed route replacement buses									$2,810,503	$2,810,503				$2,810,503
5 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses									$450,000	$450,000				$450,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements									$100,000	$100,000				$100,000
											$0				$0

Total Number of Projects:		PTMISEA Funds by FY										Other Fund Sources			Total Estimated
		Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	
23	Totals:	$0	$0	$0	$2,182,378	$2,201,474	$1,085,000	$1,054,337	$935,000	$3,440,503	$10,898,692	$1,420,370	$0	$92,166	$12,411,228

Description:
Each project sponsor shall complete the above table listing each project to be funded with PTMISEA funds. These projects should represent the sponsor's entire share of PTMISEA funds for the life of the Bond.
The total amount in the blue highlighted cell (below) should equal the project sponsor's total PTMISEA appropriation (above).

Shaded areas are pre calculated. Please do not change the formulas.

Sponsor Agency Signature : _____ Date: _____

Caltrans Signature : _____ Date: _____

BRD1311c4-vj
VVTA

RESOLUTION NO. 14-005

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION DESIGNATING ITS AUTHORIZED AGENT AND AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES FOR THE PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT, AND SERVICE ENHANCEMENT ACCOUNT BOND PROGRAM

WHEREAS, the San Bernardino County Transportation Commission (SANBAG) is an eligible project sponsor and may receive state funding from the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 88 (2007) named the California Department of Transportation (Department) as the administrative agency for the PTMISEA; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing PTMISEA funds to eligible project sponsors (local agencies); and

WHEREAS, SANBAG wishes to designate the SANBAG Executive Director or his/her designee as its Authorized Agent to act on behalf of SANBAG and to delegate authority to execute these documents and any amendments thereto to the Executive Director or his/her designee; and

WHEREAS, SANBAG is programming PTMISEA funds in accordance with the most recent board-approved PTMISEA Program Expenditure Plan for SANBAG.

NOW, THEREFORE, BE IT RESOLVED by the San Bernardino County Transportation Commission (SANBAG):

Section 1. That the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all PTMISEA funded transit projects.

Section 2. That the SANBAG Executive Director or his/her designee is designated as SANBAG's Authorized Agent for the PTMISEA program and the Executive Director or his/her designee is authorized to execute all required documents of the PTMISEA program and any amendments thereto with the California Department of Transportation.

Section 3. That the foregoing recitals are true and correct.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Commission held on November ___, 2013.

_____
W.E. Jahn, Chair

ATTEST:

_____
Vicki Watson,
Clerk of the Commission

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 27

Date: November 6, 2013

Subject: Memoranda of Understanding for the Section 5337 State of Good Repair Grants Program

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

1. Approve the Memorandum of Understanding C14016 among the Southern California Association of Governments, Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission and San Bernardino Associated Governments for the Section 5337 State of Good Repair Grants Program.

2. Approve the Memorandum of Understanding C14040 among San Bernardino Associated Governments and Southern California Regional Rail Authority for the Section 5337 State of Good Repair Grants Program.

3. Authorize the Executive Director and/or his designee to execute the Memoranda of Understanding No. C14016 and No. C14040.

Background: Pursuant to the new two-year transportation reauthorization bill that was signed into law on July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21), funding is authorized for the Section 5337 State of Good Repair

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1311b-vj
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14016.pdf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/C14040.docx

Grants Program for the Federal Fiscal Year (FFY) 2012/2013 and FFY 2013/2014.

Funds from the Section 5337 Grants Program are exclusively for capital assistance projects (including preventive maintenance activities) for the replacement and rehabilitation of existing fixed-guideway systems to maintain them in a state of good repair; the Program also funds the replacement and rehabilitation of existing high intensity motorbus systems.

SANBAG, acting in its capacity as the San Bernardino County Transportation Commission, is responsible for identifying any and all eligible direct recipients of Section 5337 Program funds within the county. SANBAG is further responsible for sub-allocating, consistent with the Section 5337 Program formula, Section 5337 Program funds among eligible direct recipients identified by SANBAG, and notifying Southern California Association of Governments (SCAG) and direct recipients of such sub-allocations and changes to such sub-allocations. SANBAG has identified Southern California Regional Rail Authority (Metrolink) as an eligible direct recipient and has notified Metrolink and SCAG of Metrolink's sub-allocation.

The Memoranda of Understanding recommended for approval between the applicable agencies clarify the roles and responsibilities of all parties with regard to implementation of the Section 5337 Program.

Financial Impact: This item has no impact upon the SANBAG Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

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

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14016 Amendment No. _____

By and Between

SANBAG and SCAG

Contract Description MOU between SANBAG and SCAG ; defining roles and responsibilities for implementing Section 5337 Program.

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve the memorandum of understanding C14015 among SANBAG and SCAG for the Section 5337 STATE OF GOOD REPAIR GRANTS Program.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$		**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$		**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
Effective date of contract	September 30, 2014	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0501.

☐ A Budget Amendment is required.

How are we funding current FY? N/A

☒ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

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

FTA funding that SANBAG allocates but it does not flow through our books. Should it be used on a SANBAG project it would be budgeted under the appropriate task number. SANBAG does not receive FTA funds directly.

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Vanessa Jezik Project Manager (Print Name)	Signature	8-29-13 Date
Andrea Zureick Task Manager (Print Name)	Andrea Zureick Signature	8/29/13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Andrea Zureick Signature	8/29/13 Date
Jeffery Hill Contract Administrator (Print Name)	Signature	8/29/13 Date

W STAMPSH
Chief Financial Officer (Print Name)

Signature

9/3/13
Date

MEMORANDUM OF UNDERSTANDING (MOU)
AMONG THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS AND COUNTY TRANSPORTATION COMMISSIONS FOR THE SECTION 5337 STATE OF GOOD REPAIR GRANTS PROGRAM
(MOU No. M-015-13)

RECITALS

WHEREAS, the Southern California Association of Governments (SCAG) is a joint powers agency formed pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (Section 6500 et seq.) and is the Metropolitan Planning Organization (MPO) recognized under 23 United States Code (U.S.C.) Section 134 and 49 U.S.C. Section 5303;

WHEREAS, SCAG is responsible for developing Regional Transportation Plans and Federal Transportation Improvement Programs (FTIPs), pursuant to 23 U.S.C. Section 134 et seq., 49 U.S.C. Section 5303 et seq., California Government Code Section 65080 et seq., and California Public Utilities Code Section 130300 et seq., and applicable regulations and guidance;

WHEREAS, SCAG is the Designated Recipient (as defined in 49 U.S.C Section 5302(4)) of Federal Transit Administration (FTA) Urbanized Area Formula Grants under 49 U.S.C. Section 5307 (Section 5307 Program) for the following large urbanized areas (UZAs) with populations of 200,000 or more (according to the latest U.S. Census) in the SCAG region: Los Angeles-Long Beach-Anaheim (UZA 2), Riverside-San Bernardino (UZA 22), Indio-Cathedral City (UZA 111), Santa Clarita (UZA 146), Murrieta-Temecula-Menifee (UZA 87), and Lancaster-Palmdale (UZA 112);

WHEREAS, the Orange County Transportation Authority (OCTA), the Los Angeles County Metropolitan Transportation Authority (Metro), the San Bernardino Associated Governments (SANBAG) acting in its capacity as the San Bernardino County Transportation Commission, and the Riverside County Transportation Commission (RCTC) (referred to individually herein as a "CTC" and collectively as "CTCs") are responsible for developing short-range Transportation Improvement Programs (TIPs) for their respective counties in coordination with SCAG and the municipal transit operators (pursuant to California Public Utilities Code Section 130303 et seq.), and for submitting their TIPs to SCAG for recommended inclusion in the FTIP;

WHEREAS, pursuant to the new two-year transportation reauthorization bill that was signed into law on July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21; P.L. 112-141), funding is authorized for the 49 U.S.C Section 5337 State of Good Repair Grants Program (Section 5337 Program);

WHEREAS, the Federal Fiscal Year (FFY) is the accounting period for the federal government which begins on October 1 and ends on September 30;

WHEREAS, MAP-21 authorizes funding for the Section 5337 Program for FFY 2012/2013 and FFY 2013/14 exclusively for capital assistance projects (including preventive maintenance

activities) for the replacement and rehabilitation of existing fixed-guideway systems to maintain them in a state of good repair;

WHEREAS, MAP-21 also authorizes funding for the Section 5337 Program for FFY 2012/2013 and FFY 2013/14 exclusively for capital assistance projects for the replacement and rehabilitation of existing high intensity motorbus systems, defined in 49 U.S.C Section 5337(d)(1) as public transportation provided on a facility with access to other high-occupancy-vehicles (HOVs), to maintain these fixed-route bus systems in a state of good repair;

WHEREAS, the Section 5337 Program replaces and modifies elements of the Fixed Guideway Modernization Program (previously under 49 U.S.C. Section 5309(a));

WHEREAS, FTA guidance specifies that the Designated Recipient of Section 5337 Program funds for large UZAs shall be the same as the Designated Recipient of Section 5307 Program funds for such areas;

WHEREAS, SCAG, as the Designated Recipient of Section 5337 Program funds for large UZAs identified herein within the SCAG region, must allocate Section 5337 Program funds to eligible Direct Recipients and is responsible for tracking grant activity at UZA levels;

WHEREAS, the CTCs are responsible for identifying any and all eligible Direct Recipients of Section 5337 Program funds;

WHEREAS, the CTCs are further responsible for sub-allocating Section 5337 Program funds among eligible Direct Recipients identified by the CTCs within their respective counties consistent with the Section 5337 Program formula, and notifying SCAG and Direct Recipients of such sub-allocations and changes to such sub-allocations;

WHEREAS, CTCs and all other Direct Recipients of Section 5337 Program funds are responsible for compliance with all applicable grant requirements set forth in the FTA Master Agreement and annual FTA Certifications and Assurances;

WHEREAS, all references to "days" shall mean calendar days, unless otherwise specified, in notification periods set forth herein; and

WHEREAS, this Memorandum of Understanding ("MOU" or "Agreement") is entered into by SCAG and the CTCs in order to clarify the roles and responsibilities of all parties with regard to implementation of the Section 5337 Program.

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. Incorporation of Recitals

1.1. The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Roles and Responsibilities

2.1. Role and Responsibilities of SCAG

1) County and Inter-county Allocations: SCAG shall prepare the allocations of Section 5337 Program funds apportioned by FTA for large UZAs identified herein that do not expand over more than one county, and the inter-county allocations of Section 5337 Program funds apportioned by FTA for large UZAs identified herein that expand over more than one county (County and Inter-county Allocations). The County and Inter-county Allocations of Fixed Guideway (FG) funds shall be consistent with the formula set forth in subparagraphs (B) and (C) of 49 U.S.C Section 5337(c)(3). Similarly, the County and Inter-county Allocations of High Intensity Motor Bus (HIMB) funds shall be consistent with the formula set forth in subparagraphs (B) and (C) of 49 U.S.C Section 5337(d)(3). SCAG shall prepare such allocations pursuant to the following process:

   a. SCAG shall provide to the CTCs a "Notice of Proposed County and Inter-County Allocations" for a thirty (30)-day review and comment period.

   b. Upon closure of the review and comment period, SCAG shall consider any requested revisions and comments received and make revisions as appropriate, then shall issue a "Notice of Final County and Inter-County Allocations."

2) Grant Certification and Opt-Out Forms: SCAG shall include with the Notice of Final County and Inter-County Allocations to the CTCs, the "Grant Certification Form," attached hereto and incorporated herein as Exhibit "A." The Grant Certification Form includes as attachments, the FTA Certifications and Assurances (Attachment A-1) in addition to the Opt-Out Form (Attachment A-2) as described in Section 2.3, paragraphs 5 and 6. SCAG shall include Instructions with such forms. Each CTC shall be responsible for distributing to and coordinating signatures by the Direct Recipients identified by the CTC in their respective county, of either the Grant Certification Form or Opt-Out Form. SCAG shall receive either the Grant Certification Form or Opt-Out Form signed by each eligible Direct Recipient identified by the CTC in their respective county prior to submittal of a grant application for Section 5337 Program Funds by an eligible Direct Recipient. In no event shall SCAG provide a concurrence letter in support of a grant application for such funds in a county for which SCAG has not received all required documentation as set forth below in paragraph 4 of this Section 2.1.

3) Notify FTA of Sub-Allocations: Upon receipt of the Notices of Sub-allocations from the CTCs as set forth in paragraph 2 of Section 2.2 of this Agreement, SCAG shall transmit "funding split" letters notifying FTA of the sub-allocations of 5337 Program funds to Direct Recipients in UZAs identified herein.

4) MPO Concurrence Letters: SCAG shall allow Direct Recipients to submit grant applications directly to FTA, subject to SCAG's receipt of documentation set forth below in this paragraph 4. SCAG shall provide to FTA the MPO concurrence letters required by FTA for the approval of Section 5337 Program grant applications submitted by a Direct Recipient to FTA, contingent upon SCAG's receipt of the following required documentation:

a. This Agreement fully executed by all Parties;

b. The Grant Certification Form (Exhibit A) signed by the Direct Recipient's duly authorized representative;

c. The FFY 2013 FTA Certifications and Assurances (Attachment A-1), attached to the Grant Certification Form or subsequent annual FTA Certifications and Assurances (published in the Federal Register), as applicable, signed by the Direct Recipient's duly authorized representative and its attorney; and

d. Any further documentation requested by SCAG or FTA to ensure compliance with the grant requirements.

5) Grant Tracking at UZA Levels: SCAG shall track grant activity of Section 5337 Program funds at UZA levels and share the balances with the Direct Recipients, CTCs, and FTA upon request or as needed, but not less frequently than once per each quarter of the FFY.

2.2. Role and Responsibilities of the CTCs

1) Review of Proposed County and Inter-County Allocations: Upon receipt from SCAG of the Notice of Proposed County and Inter-County Allocations, each CTC shall review and provide comments to SCAG as needed within thirty (30) days.

2) Sub-Allocations: Each CTC shall identify eligible Direct Recipients of Section 5337 Program funds within their respective counties and shall sub-allocate FG funds consistent with the formula set forth in subparagraphs (B) and (C) of U.S.C Section 5337(c)(3), and shall sub-allocate HIMB funds consistent with the formula set forth in subparagraphs (B) and (C) of U.S.C Section 5337(d)(3), pursuant to the following process:

a. Each CTC shall provide a "Notice of Sub-allocations" to SCAG and to all Direct Recipients in its county, within thirty (30) days of receiving the Notice of Final County and Inter-County Allocations from SCAG. Such Notice to the Direct Recipients shall include a copy of the Grant Certification Form and Opt-Out Form, with Instructions, as described in Section 2.1, paragraph 2, of this Agreement. The Notice of Sub-allocations shall include but is not limited to the following information, and all available funds shall be sub-allocated (without a remaining balance):

i. Full name of the Direct Recipient,
ii. Dollar amounts of sub-allocations to each Direct Recipient,
iii. Category of Funds (FG or HIMB),
iv. FFY of funding sub-allocations, and
v. Any other information requested by FTA.

b. Each CTC shall be responsible for coordinating and obtaining signed Certification Forms or Opt-Out Forms as described in Section 2.1, paragraph 2, of this Agreement, from all eligible Direct Recipients identified by the CTC in its respective county, and ensuring that such forms are submitted to SCAG.

3) Grant Management and Tracking at County and Recipient Levels: The CTCs shall be responsible for the tracking and reconciliation of Section 5337 Program funding balances of eligible Direct Recipients which are sub-allocated within their respective counties, and shall provide such fund balances to the SCAG Grants Administrator on a quarterly basis and upon request. The CTCs shall further be responsible for managing and approving any exchanges of such funds with other federal, state, and/or local funds within the same UZA, in accordance with applicable federal, state and/or local requirements. Each CTC shall further notify SCAG of any and all revised sub-allocations within thirty (30) days from the date of such revisions, to reflect any funding exchanges or in the event that any identified eligible Direct Recipient opts-out of receiving its sub-allocation pursuant to Section 2.3, paragraph 6. Each CTC agrees to notify any and all Direct Recipients in their respective county with 5337 Program funding sub-allocations at risk of lapsing, and shall provide a copy of such notification to SCAG. Each CTC further agrees to provide SCAG with documentation of any exchanges of funds, upon request of SCAG or FTA.

4) Short-range Programming: The CTCs shall be responsible for programming eligible projects in their short-range TIPs that are submitted to SCAG for recommended inclusion in the FTIP.

2.3. Role and Responsibilities of Direct Recipients

1) Definition of "Direct Recipient:" For purposes of this Agreement, "Direct Recipient" shall mean an eligible public entity identified by the CTC serving the county in which such public entity is located, to receive a sub-allocation of Section 5337 Program funds and that may apply directly to FTA for a grant award to implement eligible capital projects, contingent upon meeting federal requirements and requirements set forth in this Section 2.3. "Direct Recipients" may include CTCs.

2) CTC Certifications and Assurances: A CTC which applies for Section 5337 Funds shall also be considered a "Direct Recipient" for purposes of this Agreement, and by signing this Agreement such CTC hereby agrees to accept responsibilities and comply with the requirements stated in this Agreement

including but not limited to this Section 2.3. Each CTC understands and agrees that it shall not be entitled to elect the Opt-Out option set forth under paragraph 6 of this Section 2.3.

3) Applications and Grant Management Process: Direct Recipients are responsible for applying directly to FTA for a grant award from the Section 5337 Program to implement eligible capital projects, contingent on meeting federal requirements and requirements set forth under this Section 2.3. Direct Recipients are further responsible for preparing, submitting and managing all of their grant applications in FTA's Transportation Electronic Award Management web-based (TEAM-Web) system.

4) Grant Requirements: The responsibilities of Direct Recipients include, but are not limited to, the following:

   a. FTA Master Agreement: Each Direct Recipient agrees to comply in the same capacity as the "Recipient" with applicable terms and conditions of the FTA Master Agreement, FTA MA (19) dated October 1, 2012 (www.fta.dot.gov/documents/19-Master.pdf) and any agreement which supersedes and replaces it.

   b. Annual FTA Certifications and Assurances: By signing the FFY 2013 FTA Certifications and Assurances, attached hereto and incorporated herein as Exhibit "A," each Direct Recipient certifies in the same capacity as the "Applicant" that it shall comply with the applicable annual FTA Certifications and Assurances (published annually in the Federal Register). Upon publication of the FFY 2014 FTA Certifications and Assurances form, and for each additional FFY for which Congress authorizes and appropriates Section 5337 Program funds, each Direct Recipient shall sign and submit a copy of such form to SCAG prior to applying for any of such funds.

   c. Documentation: Each Direct Recipient shall submit to SCAG any documentation reasonably requested by SCAG to assure the validity of all above-referenced Certifications and Assurances.

   d. Transit Asset Management Plans: Each Direct Recipient shall agree to the following:

      i. It will develop a Transit Asset Management Plan that complies with:

         1. 49 U.S.C. Section 5326 et seq. and Section 5337(a)(4), as amended by MAP-21;
         2. Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. Section 5326(d), as amended by MAP-21;

3. Performance Measures and Targets required to be issued by 49 U.S.C. Section 5326(c)(1); and
4. Other applicable Federal laws and regulations;

ii. It will develop a Transit Asset Management Plan that is consistent with Federal guidance developed or to be developed to implement 49 USC Section 5326, as amended by MAP-21.

iii. It will provide progress and performance reports as required by 49 U.S.C. Section 5326(c)(3), as amended by MAP-21.

iv. Transit Asset Management Plans shall at minimum include capital asset inventories and condition assessments, and investment prioritization. Direct Recipients shall further report on the condition of their system and any change in condition since the last report and submit such reports into the FTA's National Transit Database (NTD). The Direct Recipient shall submit to SCAG performance measures and targets adopted as part of such plans, and any other related documentation requested by SCAG.

e. Reports: Upon submittal to or approval by FTA, as applicable, Direct Recipients shall submit to SCAG copies of the following documents and reports which relate to the Section 5337 Program:

i. Approved Grant Applications, Budget Revisions and Amendments;

ii. Supplemental Agreements and Amendments;

iii. Quarterly Milestones/Progress Reports submitted into FTA's TEAM-Web system during the current FFY;

iv. Federal Financial Reports submitted into FTA's TEAM-Web system during the current FFY;

v. Disadvantaged Business Enterprise (DBE) reports and all other reports and documentation required by FTA;

vi. Final/Close-out Reports submitted to FTA; and

vii. Any other documents or reports requested by FTA or SCAG, including information which enables SCAG to track 5337 Program funding balances in UZAs for which it is the Designated Recipient.

f. Invoices: Upon approval of grant applications by FTA and commencement of approved projects under the Section 5337 Program, Direct Recipients shall submit invoices to FTA for reimbursement of incurred eligible and allowable

costs. Costs shall comply with Section 5337 Program requirements, all applicable Federal cost principles and other related requirements, and shall serve as the only costs eligible for reimbursement by FTA. Direct Recipients shall draw-down grant funds via FTA's Electronic Clearing House Operation (ECHO-Web) System on a reimbursement basis upon approval by FTA of a Direct Recipient's invoice.

g. Supplemental Agreements: Direct Recipients that sub-allocate Section 5337 Program funds shall comply with FTA's requirement for a Supplemental Agreement to be pinned to the grant in the TEAM-Web system prior to grant execution.

5) Grant Certification Form: Each Direct Recipient, excluding a CTC who is a Direct Recipient, shall execute and submit to SCAG, in advance of submitting a grant application for Section 5337 Program funds to FTA and no later than fifteen (15) days after receiving a Notice of Sub-allocations from the CTC a signed Grant Certification Form (Exhibit A) including a signed FFY 2013 FTA Certifications and Assurances (Attachment A-1). Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5337 Program funds, each Direct Recipient shall sign and submit a copy to SCAG of the applicable FTA Certifications and Assurances form, prior to applying for such funds. SCAG shall not allocate and the CTCs shall not sub-allocate, as applicable, any Section 5337 Program funds to a Direct Recipient who has not executed a Grant Certification Form and applicable FTA Certifications and Assurances form.

6) Opt-Out Option: In the event an eligible Direct Recipient, excluding a CTC who is a Direct Recipient, elects not to apply for Section 5337 Program funds and does not execute the Grant Certification Form described in paragraph 5 of this Section 2.3, the Direct Recipient may sign and return the Opt-Out Form (Attachment A-2). A Direct Recipient that elects to opt-out, as described herein, shall sign and return to SCAG's Grants Administrator the required Opt-Out Form within thirty (30) days of receiving the Notice of Sub-Allocations from the CTC serving the county in which the Direct Recipient is located. Upon receipt by SCAG of the Opt-Out Form signed by a Direct Recipient's duly authorized representative or upon the lapse of the thirty (30)-day notification period, SCAG and the respective CTC shall initiate the process to sub-allocate the Section 5337 Program funds among other Direct Recipients that provide fixed guideway and/or high intensity motorbus service within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C. Section 5337, as applicable and as amended from time to time. In any event, this Agreement shall remain fully binding and enforceable among the signatory parties.

3. General Provisions

3.1. Term of Agreement:

This Agreement shall be effective on June 1, 2013, and continues in full force unless a party withdraws from this Agreement or this Agreement is terminated in accordance with Section 3.7.

3.2. Drafting:

This Agreement has been prepared by all parties and has been reviewed and endorsed by each.

3.3. Amendments:

This Agreement may be amended only by the execution by all parties of a written amendment.

3.4. Jurisdiction and Venue:

This Agreement shall be deemed an Agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. All parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in Los Angeles County, California.

3.5. Non-assignment:

No party may assign this Agreement, or any part thereof, without the written consent of each party to this Agreement.

3.6. Indemnity:

Each respective CTC agrees to indemnify, defend and hold harmless SCAG and its officers, agents and employees from and against any and all claims, demands, costs, or liability arising from or connected with intentional or negligent acts, errors or omissions, any violations of law, or any violations of the terms and conditions of this Agreement (including non-compliance with the FTA Master Agreement and annual FTA Certifications and Assurances) attributable to performance of the responsibilities as set forth in this MOU by the CTC or its officers, agents, employees, contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of SCAG.

3.7. Withdrawal and Termination:

1) Any party may withdraw from this Agreement upon thirty (30) days written notice to each party, provided that the notice of withdrawal sets forth the effective date of withdrawal and the reason for withdrawal. Additionally, the notice of withdrawal shall provide that the parties meet during the period prior to the effective date of withdrawal to try to resolve any dispute, if applicable. In the event that the withdrawal is for cause, the withdrawal shall not be effective if the party cures the default in its performance within the thirty (30) day period.

2) SCAG shall notify FTA of the withdrawal from this Agreement of any CTC and shall administer and sub-allocate Section 5337 Program funds to Direct Recipients providing FG and/or HIMB service, as applicable, within a county of such CTC that is not a party to this Agreement.

3) SCAG may terminate this Agreement at any time, upon thirty (30) days written notice to each party provided that the notice of termination sets forth the effective date of termination. Such termination clause may be invoked by SCAG in the following circumstances including but not limited to: in the event that the Section 5337 Program is no longer funded by Congress and the fund balances have been exhausted, or in the event that SCAG is no longer the designated recipient of Section 5337 Program funds for a UZA or UZAs identified herein.

3.8. Counterparts:

This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.

3.9. Contact List:

The names and contact information for the grants administrator representing each party are identified in the Grants Administrator Contacts List, attached hereto and incorporated herein as Exhibit "B."

3.10. Notice:

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the names and addresses attached hereto and incorporated herein as Exhibit "C."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

The Southern California Association of Governments

By: _____ Date: _____

Hasan Ikhrata
Executive Director

Approved as to Form:

_____ Date: _____

Joanna Africa
Chief Counsel

San Bernardino Associated Governments

By: _____ Date: _____

Raymond Wolfe
Executive Director

Approved as to Form:

_____ Date: _____

Eileen Monaghan Teichert
General Counsel

Orange County Transportation Authority

By: _____ Date: _____

Darrell Johnson
Chief Executive Director

Approved as to Form:

_____ Date: _____

Legal Counsel

Los Angeles County Metropolitan Transportation Authority

By: _____ Date: _____
Arthur T. Leahy
Chief Executive Officer

Approved as to Form:

JOHN F. KRATTLI
County Counsel

By: _____ Date: _____
Deputy

Riverside County Transportation Commission:

By: _____ Date: _____
Anne Mayer
Executive Director

Approved as to Form:

_____ Date: _____
Legal Counsel

EXHIBIT A

GRANT CERTIFICATION FORM

Section 5337 State of Good Repair Grants Program (Section 5337 Program)

This Grant Certification Form is required to be signed by all Direct Recipients of Section 5337 Program Funds, pursuant to the Memorandum of Understanding among the Southern California Association of Governments (SCAG) and County Transportation Commissions for the Section 5337 State of Good Repair Grants Program.

1. Definition of "Direct Recipient:" For purposes of administering the Section 5337 Program, "Direct Recipient" shall mean an eligible public entity identified by the County Transportation Commission (CTC) serving the county in which such public entity is located, to receive a sub-allocation of Section 5337 Program funds and that may apply directly to the Federal Transit Administration (FTA) for a grant award to implement eligible capital projects, contingent on meeting federal requirements and requirements set forth herein.

2. Applications and Grant Management Process: Direct Recipients are responsible for applying directly to FTA for a grant award from the Section 5337 Program to implement eligible capital projects, contingent on meeting federal requirements and requirements set forth herein. Direct Recipients are further responsible for preparing, submitting and managing all of their grant applications in FTA's Transportation Electronic Award Management web-based (TEAM-Web) system.

3. Grant Requirements: The responsibilities of Direct Recipients include, but are not limited to, the following:

   a) FTA Master Agreement: Each Direct Recipient agrees to comply in the same capacity as the "Recipient" with applicable terms and conditions of the FTA Master Agreement, FTA MA (19) dated October 1, 2012 (www.fta.dot.gov/documents/19-Master.pdf) and any agreement which supersedes and replaces it.

   b) Annual FTA Certifications and Assurances: The Direct Recipient agrees to sign the Federal Fiscal Year (FFY) 2013 FTA Certifications and Assurances, attached hereto and incorporated herein as Attachment "A-1." Each Direct Recipient certifies in the same capacity as the "Applicant" that it shall comply with the applicable annual FTA Certifications and Assurances (published annually in the Federal Register). Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5337 Program funds, each Direct Recipient shall sign and submit a copy of such form to SCAG prior to applying for any of such funds.

   c) Documentation: Each Direct Recipient shall submit to SCAG any documentation reasonably requested by SCAG to assure the validity of all above-referenced FTA Certifications and Assurances.

   d) Transit Asset Management Plans: Each Direct Recipient shall agree to the following:

      i. It will develop a Transit Asset Management Plan that complies with:

         1. 49 U.S.C. Section 5326 et seq. and Section 5337(a)(4), as amended by MAP-21;
         2. Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. Section 5326(d), as amended by MAP-21;

3. Performance Measures and Targets required to be issued by 49 U.S.C. Section 5326(c)(1); and
4. Other applicable Federal laws and regulations;

ii. It will develop a Transit Asset Management Plan that is consistent with Federal guidance developed or to be developed to implement 49 USC Section 5326, as amended by MAP-21.

iii. It will provide progress and performance reports as required by 49 U.S.C. Section 5326(c)(3), as amended by MAP-21.

iv. Transit Asset Management Plans shall at minimum include capital asset inventories and condition assessments, and investment prioritization. Direct Recipients shall further report on the condition of their system and any change in condition since the last report and submit such reports into the FTA's National Transit Database (NTD). The Direct Recipient shall submit to SCAG performance measures and targets adopted as part of such plans, and any other related documentation requested by SCAG.

e) Reports: Upon submittal to or approval by FTA, as applicable, Direct Recipients shall submit to SCAG copies of the following documents and reports:

i. Approved Grant Applications, Budget Revisions and Amendments;
ii. Supplemental Agreements and Amendments;
iii. Quarterly Milestones/Progress Reports submitted into FTA's TEAM-Web system during the current FFY;
iv. Federal Financial Reports submitted into FTA's TEAM-Web system during the current FFY;
v. Disadvantaged Business Enterprise (DBE) reports and all other reports and documentation required by FTA;
vi. Final/Close-out Reports submitted to FTA; and
vii. Any other documents or reports requested by FTA or SCAG, including information which enables SCAG to track 5337 Program funding balances in UZAs for which it is the Designated Recipient.

f) Invoices: Upon approval of grant applications by FTA and commencement of approved projects under the Section 5337 Program, Direct Recipients shall submit invoices to FTA for reimbursement of incurred eligible and allowable costs. Costs shall comply with all Section 5337 Program requirements, applicable Federal cost principles and other related requirements and shall serve as the only costs eligible for reimbursement by FTA. Direct Recipients shall draw-down grant funds via FTA's Electronic Clearing House Operation (ECHO-Web) System on a reimbursement basis upon approval by FTA of a Direct Recipient's invoice.

g) Supplemental Agreements: Direct Recipients that sub-allocate Section 5337 Program funds shall comply with FTA's requirement for a Supplemental Agreement to be pinned to the grant in TEAM-Web system prior to grant execution.

4. Sub-allocations Process: The Direct Recipient hereby understands and agrees that it shall execute and submit to SCAG, in advance of submitting a grant application for Section 5337 Program funds to FTA and no later than fifteen (15) days after receiving a Notice of Sub-allocations from the CTC serving the county in which the Direct Recipient is located, this Grant Certification Form and the FFY 2013 FTA Certifications and Assurances, signed by the duly authorized representative of the Direct Recipient. Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5337 Program funds, each Direct Recipient shall sign and submit a copy to SCAG of the applicable FTA Certifications and Assurances form, prior to applying for such funds. SCAG shall not allocate and the CTCs shall not sub-allocate, as applicable, any Section 5337 Program

funds to a Direct Recipient who has not executed a Grant Certification Form and applicable FTA Certifications and Assurances form.

5. Opt-Out Option: In the event an eligible Direct Recipient, excluding a CTC who is a Direct Recipient, elects not to apply for Section 5337 Program funds and does not execute the Grant Certification Form, the Direct Recipient may elect to sign and return the attached Opt-Out Form, attached hereto and incorporated herein as Attachment "A-2." A Direct Recipient that elects to opt-out, as described herein, shall sign and return to SCAG's Grants Administrator the attached Opt-Out Form within thirty (30) days of receiving the Notice of Sub-Allocations from the CTC serving the county in which the Direct Recipient is located. Upon receipt by SCAG of the Opt-Out Form signed by a Direct Recipient's duly authorized representative or upon the lapse of the 30-day notification period, SCAG and the respective CTC shall initiate the process to sub-allocate the Section 5337 Program funds among other Direct Recipients that provide fixed guideway and/or high intensity motorbus service within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C. Section 5337, as applicable and as amended from time to time.

6. Indemnity: The Direct Recipient agrees to indemnify, defend and hold harmless SCAG and its respective officers, agents and employees from and against any and all claims, demands, costs, or liability arising from or connected with intentional or negligent acts, errors or omissions, any violations of law, or any violations of the terms and conditions of this Certification Form (including non-compliance with the FTA Master Agreement and annual FTA Certifications and Assurances) attributable to performance of the responsibilities as set forth herein by the Direct Recipient or its officers, agents, employees, contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of SCAG.

BY SIGNING BELOW, on behalf of the Direct Recipient, I declare under penalty of perjury that the Direct Recipient has duly authorized me to sign this Grant Certification Form, and bind the recipient's compliance. Thus, the Direct Recipient agrees to comply with all requirements set forth herein.

Signature of Authorized Representative

_____ _____
Name Date

_____
Name of Direct Recipient

_____
Address

Return Form To:
Alfonso Hernandez, SCAG Grants Administrator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
hernande@scag.ca.gov

ATTACHMENT A-1

FEDERAL FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSITADMINISTRATION ASSISTANCE PROGRAMS

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

Group	Description	
1.	Required Certifications and Assurances for Each Applicant.	_____
2.	Lobbying.	_____
3.	Private Sector Protections.	_____
4.	Procurement and Procurement System.	_____
5.	Rolling Stock Reviews and Bus Testing.	_____
6.	Demand Responsive Service.	_____
7.	Intelligent Transportation Systems.	_____
8.	Interest and Finance Costs and Leasing Costs.	_____
9.	Transit Asset Management and Agency Safety Plans.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	_____
12.	State of Good Repair Program.	_____
13.	Bus/Bus Facilities Programs.	_____
14.	Urbanized Area Formula Programs and Job Access and Reverse Commute (JARC) Program.	_____
15.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	_____
16.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
17.	Public Transportation on Indian Reservations and "Tribal Transit Programs."	_____
18.	Low or No Emission/Clean Fuels Grant Programs.	_____
19.	Paul S Sarbanes Transit in Parks Program.	_____
20.	State Safety Oversight Program.	_____
21.	Public Transportation Emergency Relief Program.	_____
22.	Expedited Project Delivery Pilot Program.	_____
23.	Infrastructure Finance Programs.	_____

FEDERAL FISCAL YEAR 2013 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these Certifications and Assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its authorized representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2013, irrespective of whether the individual that acted on its Applicant's behalf continues to represent the Applicant.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply, as provided, to each Project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2013.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: _____ Date: _____

Full Name: _____

Authorized Representative of Applicant: _____

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature: _____ Date: _____

Full Name: _____

Attorney for Applicant: _____

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

ATTACHMENT A-2

Opt-Out Form

Name of Eligible Direct Recipient (Public Entity):

_____

The Public Entity named above hereby elects not to sign the Grant Certification Form required under the Memorandum of Understanding among the Southern California Association of Governments (SCAG) and County Transportation Commissions (CTCs) for the Section 5337 State of Good Repair Grants Program.

The Public Entity understands and agrees that SCAG shall not be obligated to allocate and that the County Transportation Commission (CTC), serving the county in which the Public Entity is located, shall not be obligated to sub-allocate Section 5337 Program funds to any entity which elects not to sign the Grant Certification Form. Such Public Entity that elects to Opt-Out shall sign and return this Opt-Out Form to SCAG's Grants Administrator within thirty (30) days of receiving notification from the respective CTC of the Direct Recipients' sub-allocation amount(s) ("Notice of "Sub-allocations").

The Public Entity agrees and understands that SCAG will initiate, upon receipt of this Opt-Out Form signed by the duly authorized representative of the Public Entity or upon the lapse of the 30-day notification period set forth above (whichever occurs first), the process to sub-allocate the Section 5337 Program funds among other Direct Recipients that provide fixed guideway and/or high intensity motorbus service within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C.Section 5337, as applicable and as amended from time to time.

_____
Signature of Authorized Representative Date

_____
Name

_____
Name of Public Entity

_____
Address

Any Eligible Direct Recipient that elects to opt-out of receiving 5337 Program Funds shall sign and return this Opt-Out Form to SCAG's Grants Administrator at the following address within thirty (30) days of receiving the Notice of Sub-allocations:

Alfonso Hernandez, SCAG Grants Administrator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
hernande@scag.ca.gov

Exhibit B

Grants Administrator Contacts List

The Southern California Association of Governments
Full Name: Alfonso Hernandez
Title/Dept: Senior Budget and Grants Analyst, Finance
Agency: Southern California Association of Governments (SCAG)
Mailing Street Address: 818 W. 7th Street, 12th Floor
City, State and Zip Code: Los Angeles, CA 90017
Phone: 213-236-1897
Email: hernande@scag.ca.gov

Los Angeles County Metropolitan Transportation Authority
Full Name: Frank Flores
Title/Dept: Executive Officer, Countywide Planning
Agency: LA County MTA
Mailing Street Address: 1 Gateway Plaza
City, State and Zip Code: Los Angeles, CA 90012
Phone: 213-922-2456
Mobile: 213-999-1443
Email: floresf@metro.net

Orange County Transportation Authority
Full Name: William J. Dineen Jr
Title/Dept: Principal Financial Analyst, Grants Management
Agency: Orange County Transportation Authority
Mailing Street Address: 550 S. Main Street
City, State and Zip Code: Orange, CA 92863
Phone: 714-560-5917
Email: wdineen@octa.net

Riverside County Transportation Commission:
Full Name: Josefina Clemente
Title/Dept: Transit Program Manager
Agency: Riverside County Transportation Commission
Mailing Street Address: 4080 Lemon Street, 3rd Floor
City, State and Zip Code: Riverside, CA 92501
Phone: 951-787-7141
Email: jclemente@rctc.org

San Bernardino Associated Governments
Full Name: Vanessa Jezik
Title/Dept: Transportation Analyst
Agency: San Bernardino Associated Governments
Mailing Street Address: 1170 W. 3rd Street, 2nd Floor
City, State and Zip Code: San Bernardino, CA 92410-1715
Phone: 909-884-8276
Email: vjezik@sanbag.ca.gov

Exhibit C

Notices

Mr. Hasan Ikhrata
Executive Director
Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, CA 90017-3435

Mr. Arthur T. Leahy
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952

Mr. Darrell Johnson
Chief Executive Officer
Orange County Transportation Authority
550 South Main St.
P.O. Box 14184
Orange, CA 92863-1584

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

Mr. Raymond Wolfe
Executive Director
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14040 Amendment No. _____

By and Between

SANBAG and SCRRA

Contract Description Agreement with SCRRA to define roles and responsibilities in the administration of the FTA Section 5337 Grant Program.

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approve the Memorandum of Understanding C14040 between San Bernardino Associated Governments and Metrolink for the Section 5337 State of Good Repair Grants Program.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	0	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	0	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	0

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
Effective date of contract	September 30, 2014	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0501.

☐ A Budget Amendment is required.

How are we funding current FY? N/A

☒ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* FTA funding that SANBAG allocates but it does not flow through our books. Should it be used on a SANBAG project it would be budgeted under the appropriate task number. SANBAG does not receive FTA funds directly.

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Vanessa Serio	[signature]	8-29-13
Project Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	8/29/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	8/29/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill	[signature]	8/29/13
Contract Administrator (Print Name)	Signature	Date
W. STAWARSKI	[signature]	9/3/13
Chief Financial Officer (Print Name)	Signature	Date

Contract Summary Sheet 11/6/12

MEMORANDUM OF UNDERSTANDING No. C14040

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

FOR THE

SECTION 5337 STATE OF GOOD REPAIR GRANTS PROGRAM

This Memorandum of Understanding ("MOU" or "Agreement") is entered into on the Effective Date by and between San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission ("SANBAG") and Southern California Regional Rail Authority ("SCRRA"), a California Joint Powers Authority, (collectively referred to as "Parties") with respect to the following facts.

RECITALS

WHEREAS, the Southern California Association of Governments (SCAG) is a joint powers agency formed pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (Section 6500 et seq.) and is the Metropolitan Planning Organization (MPO) recognized under 23 United States Code (U.S.C.) Section 134 and 49 U.S.C. Section 5303;

WHEREAS, SCAG is responsible for developing Regional Transportation Plans and Federal Transportation Improvement Programs (FTIPs), pursuant to 23 U.S.C. Section 134 et seq., 49 U.S.C. Section 5303 et seq., California Government Code Section 65080 et seq., and California Public Utilities Code Section 130300 et seq., and applicable regulations and guidance;

WHEREAS, SCAG is the Designated Recipient (as defined in 49 U.S.C Section 5302(4)) of Federal Transit Administration (FTA) Urbanized Area Formula Grants under 49 U.S.C. Section 5307 (Section 5307 Program) for the following large urbanized areas (UZAs) with populations of 200,000 or more (according to the latest U.S. Census) in San Bernardino County: Los Angeles-Long Beach-Anaheim (UZA 2), Riverside-San Bernardino (UZA 22);

WHEREAS, the San Bernardino Associated Governments acting in its capacity as the San Bernardino County Transportation Commission (referred to herein as a"CTC" or "SANBAG") is responsible for developing short-range Transportation Improvement Programs (TIPs) for San Bernardino County in coordination with SCAG and the municipal transit operators (pursuant to California Public Utilities Code Section 130303 et seq.), and for submitting its TIPs to SCAG for recommended inclusion in the FTIP;

WHEREAS, pursuant to the new two-year transportation reauthorization bill that was signed into law on July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21; P.L. 112-141), funding is authorized for the 49 U.S.C Section 5337 State of Good Repair Grants Program (Section 5337 Program);

WHEREAS, the Federal Fiscal Year (FFY) is the accounting period for the federal government which begins on October 1 and ends on September 30;

WHEREAS, MAP-21 authorizes funding for the Section 5337 Program for FFY 2012/2013 and FFY 2013/14 exclusively for capital assistance projects (including preventive maintenance activities) for the replacement and rehabilitation of existing fixed-guideway systems to maintain them in a state of good repair;

WHEREAS, MAP-21 also authorizes funding for the Section 5337 Program for FFY 2012/2013 and FFY 2013/14 exclusively for capital assistance projects for the replacement and rehabilitation of existing high intensity motorbus systems, defined in 49 U.S.C Section 5337(d)(1) as public transportation provided on a facility with access to other high-occupancy-vehicles (HOVs), to maintain these fixed-route bus systems in a state of good repair;

WHEREAS, the Section 5337 Program replaces and modifies elements of the Fixed Guideway Modernization Program previously under 49 U.S.C. Section 5309(a));

WHEREAS, FTA guidance specifies that the Designated Recipient of Section 5337 Program funds for large UZAs shall be the same as the Designated Recipient of Section 5307 Program funds for such areas;

WHEREAS, SCAG, as the Designated Recipient of Section 5337 Program funds for large UZAs identified herein within the SCAG region, must allocate Section 5337 Program funds to eligible Direct Recipients and is responsible for tracking grant activity at UZA levels;

WHEREAS, SANBAG is responsible for identifying any and all eligible Direct Recipients of Section 5337 Program funds in San Bernardino County;

WHEREAS, SANBAG has identified Southern California Regional Rail Authority (SCRRA) as an eligible Direct Recipient of Section 5337 Program funds;

WHEREAS, SANBAG is further responsible for sub-allocating Section 5337 Program funds among eligible Direct Recipients identified by SANBAG within San Bernardino County consistent with the Section 5337 Program formula, and notifying SCAG and Direct Recipients of such sub-allocations and changes to such sub-allocations;

WHEREAS, SANBAG and Direct Recipients of Section 5337 Program funds are responsible for compliance with all applicable grant requirements set forth in the FTA Master Agreement and annual FTA Certifications and Assurances;

WHEREAS, SCAG shall prepare the allocations of Section 5337 Program funds apportioned by FTA for large UZAs identified herein that do not expand over more than one county, and the

inter-county allocations of Section 5337 Program funds apportioned by FTA for large UZAs identified herein that expand over more than one county (County and Inter-county Allocations). The County and Inter-county Allocations of Fixed Guideway (FG) funds shall be consistent with the formula set forth in subparagraphs (B) and (C) of 49 U.S.C Section 5337(c)(3). Similarly, the County and Inter-county Allocations of High Intensity Motor Bus (HIMB) funds shall be consistent with the formula set forth in subparagraphs (B) and (C) of 49 U.S.C Section 5337(d)(3). SCAG shall track grant activity of Section 5337 Program funds at UZA levels and share the balances with the Direct Recipients, CTCs, and FTA upon request or as needed, but not less frequently than once per each quarter of the FFY;

WHEREAS, SCAG shall include with the Notice of Final County and Inter-County Allocations to SANBAG, the "Grant Certification Form," attached hereto and incorporated herein as Exhibit "A." The Grant Certification Form includes as attachments, the FTA Certifications and Assurances (Attachment A-1) in addition to the Opt-Out Form (Attachment A-2) as described in Section 2.2;

WHEREAS, upon receipt of the Notices of Sub-allocations from SANBAG as set forth in paragraph 2 of Section 2.1 of this Agreement, SCAG shall transmit "funding split" letters notifying FTA of the sub-allocations of 5337 Program funds to Subrecipients in UZAs identified herein;

WHERAS, SCAG allows Direct Recipients to submit grant applications directly to FTA, subject to SCAG's receipt of the Grant Certification Form (Exhibit "A") signed by the Direct Recipient's duly authorized representative SCAG and the FTA Certifications and Assurances (Attachment A-1), attached to the Grant Certification Form, as applicable, signed by the Direct Recipient's duly authorized representative and its attorney;

WHERAS, SCAG will provide to FTA the MPO concurrence letters required by FTA for the approval of Section 5337 Program grant applications submitted by a Direct Recipient to FTA, contingent upon SCAG's receipt of the required documentation specified in this MOU;

WHEREAS, SCAG shall track grant activity of Section 5337 Program funds at UZA levels and share the balances with Subrecipients, CTCs, and FTA upon request or as needed, but not less frequently than once per quarter of the FFY;

WHEREAS, all references to "days" shall mean calendar days, unless otherwise specified, in notification periods set forth herein; and

WHEREAS, this Memorandum of Understanding ("MOU" or "Agreement") is entered into by SANBAG and the SCRRA in order to clarify the roles and responsibilities of the parties with regard to implementation of the Section 5337 Program, and to be consistent with the roles and responsibilities of SANBAG, SCAG and Direct Recipients set forth in the SCAG/SANBAG Memorandum of Understanding (MOU No. M-015-13).

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. Incorporation of Recitals

1.1. The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Roles and Responsibilities

2.1. Role and Responsibilities of SANBAG

1) Review of Proposed County and Inter-County Allocations: Upon receipt from SCAG of the Notice of Proposed County and Inter-County Allocations, SANBAG shall review and provide comments to SCAG as needed within thirty (30) days.

2) Sub-Allocations: SANBAG shall identify eligible Direct Recipients of Section 5337 Program funds within San Bernardino County and shall sub-allocate FG funds consistent with the formula set forth in subparagraphs (B) and (C) of U.S.C Section 5337(c)(3), and shall sub-allocate HIMB funds consistent with the formula set forth in subparagraphs (B) and (C) of U.S.C Section 5337(d)(3), pursuant to the following process:

   a. Notice of Sub-Allocations: SANBAG shall provide a "Notice of Sub-Allocations" to SCAG and SCRRA, within thirty (30) days of receiving the Notice of Final County and Inter-County Allocations from SCAG. Such Notice to the Direct Recipients shall include a copy of the Grant Certification Form and Opt-Out Form, with instructions. The Notice of Sub-allocations shall include but is not limited to the following information, and all available funds shall be sub-allocated (without a remaining balance):
      i. Full name of the Direct Recipient,
      ii. Dollar amounts of sub-allocations to each Direct Recipient,
      iii. Category of Funds (FG or HIMB),
      iv. FFY of funding sub-allocations, and
      v. Any other information requested by FTA.

   b. SANBAG shall be responsible for coordinating and obtaining signed Certification Forms or Opt-Out Forms from all eligible Direct Recipients identified by SANBAG in San Bernardino County, and ensuring that such timely submitted forms are submitted to SCAG.

3) Grant Management and Tracking at County and Recipient Levels: SANBAG shall be responsible for the tracking and reconciliation of Section 5337 Program funding balances of eligible Direct Recipients which are sub-allocated within San Bernardino County, and shall provide such fund balances to the SCAG Grants Administrator on a quarterly basis and upon request. SANBAG shall further be responsible for managing and approving any exchanges of such funds with other

federal, state, and/or local funds within the same UZA, in accordance with applicable federal, state and/or local requirements. SANBAG shall further notify SCAG of any and all revised sub-allocations within thirty (30) days from the date of such revisions, to reflect any funding exchanges or in the event that any identified eligible Direct Recipient opts-out of receiving its sub-allocation. SANBAG agrees to notify any and all Direct Recipients in its county with 5337 Program funding sub-allocations at risk of lapsing, and shall provide a copy of such notification to SCAG. SANBAG further agrees to provide SCAG with documentation of any exchanges of funds, upon request of SCAG or FTA.

4) Short-range Programming: SANBAG shall be responsible for programming eligible projects in its short-range TIPs that are submitted to SCAG for recommended inclusion in the FTIP.

2.2. Role and Responsibilities of SCRRA

1) Definition of "Direct Recipient": For purposes of this Agreement, "Direct Recipient" shall mean an eligible public entity identified by the CTC serving the county in which such public entity is located, to receive a sub-allocation of Section 5337 Program funds and that may apply directly to FTA for a grant award to implement eligible capital projects, contingent upon meeting federal requirements and requirements set forth in this Section 2.2. SCRRA has been identified by SANBAG as a Direct Recipient.

2) Applications and Grant Management Process: SCRRA is responsible for applying directly to FTA for a grant award from the Section 5337 Program to implement eligible capital projects, contingent on meeting federal requirements and requirements set forth under this Section 2.2. SCRRA is further responsible for preparing, submitting and managing all of its grant applications in FTA's Transportation Electronic Award Management web-based (TEAM-Web) system.

3) Grant Requirements: The responsibilities of SCRRA include, but are not limited to, the following:

   a. FTA Master Agreement: SCRRA agrees to comply in the same capacity as the "Recipient" with applicable terms and conditions of the FTA Master Agreement, FTA MA (19) dated October 1, 2012 (www.fta.dot.gov/documents/19-Master.pdf) and any agreement which supersedes and replaces it.

   b. Annual FTA Certifications and Assurances: By signing the FFY 2013 FTA Certifications and Assurances, attached hereto and incorporated herein as Exhibit "A," SCRRA certifies in the same capacity as the "Applicant" that it shall comply with the applicable annual FTA Certifications and Assurances (published annually in the Federal Register). Upon publication of the FFY 2014 FTA Certifications and Assurances form, and for each additional FFY for which Congress authorizes and appropriates Section 5337 Program

funds, SCRRA shall sign and submit a copy of such form to SCAG prior to applying for any of such funds.

c. Documentation: SCRRA shall submit to SCAG any documentation reasonably requested by SCAG to assure the validity of all above-referenced Certifications and Assurances.

d. Transit Asset Management Plans: SCRRA agrees to the following:

   i. It will develop a Transit Asset Management Plan that complies with:

      1. 49 U.S.C. Section 5326 et seq. and Section 5337(a)(4), as amended by MAP-21;
      2. Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. Section 5326(d), as amended by MAP-21;
      3. Performance Measures and Targets required to be issued by 49 U.S.C. Section 5326(c)(1); and
      4. Other applicable Federal laws and regulations;

   ii. It will develop a Transit Asset Management Plan that is consistent with Federal guidance developed or to be developed to implement 49 USC Section 5326, as amended by MAP-21.

   iii. It will provide progress and performance reports as required by 49 U.S.C. Section 5326(c)(3), as amended by MAP-21.

   iv. Transit Asset Management Plans shall at minimum include capital asset inventories and condition assessments, and investment prioritization. SCRRA shall further report on the condition of its system and any change in condition since the last report and submit such reports into the FTA's National Transit Database (NTD). SCRRA shall submit to SCAG performance measures and targets adopted as part of such plans, and any other related documentation requested by SCAG.

e. Reports: Upon submittal to or approval by FTA, as applicable, SCRRA shall submit to SCAG, and to SANBAG upon request, copies of the following documents and reports which relate to the Section 5337 Program:

   i. Approved Grant Applications, Budget Revisions and Amendments;

   ii. Supplemental Agreements and Amendments;

   iii. Quarterly Milestones/Progress Reports submitted into FTA's TEAM-Web system during the current FFY;

iv. Federal Financial Reports submitted into FTA's TEAM-Web system during the current FFY;

v. Disadvantaged Business Enterprise (DBE) reports and all other reports and documentation required by FTA;

vi. Final/Close-out Reports submitted to FTA; and

vii. Any other documents or reports requested by FTA or SCAG, including information which enables SCAG to track 5337 Program funding balances in UZAs for which it is the Designated Recipient.

f. Invoices: Upon approval of grant applications by FTA and commencement of approved projects under the Section 5337 Program, SCRRA shall submit invoices to FTA for reimbursement of incurred eligible and allowable costs. Costs shall comply with Section 5337 Program requirements, all applicable Federal cost principles and other related requirements, and shall serve as the only costs eligible for reimbursement by FTA. SCRRA shall draw-down grant funds via FTA's Electronic Clearing House Operation (ECHO-Web) System on a reimbursement basis upon approval by FTA of a Direct Recipient's invoice.

g. Supplemental Agreements: Direct Recipients that sub-allocate Section 5337 Program funds shall comply with FTA's requirement for a Supplemental Agreement to be pinned to the grant in the TEAM-Web system prior to grant execution.

4) Grant Certification Form: SCRRA, as a Direct Recipient, shall execute and submit to SANBAG, in advance of submitting a grant application for Section 5337 Program funds to FTA and no later than fifteen (15) days after receiving a Notice of Sub-allocations from SANBAG, a signed Grant Certification Form (Exhibit A) including a signed FFY 2013 FTA Certifications and Assurances (Attachment A-1). Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5337 Program funds, SCRRA, as a Direct Recipient, shall sign and submit a copy to SCAG of the applicable FTA Certifications and Assurances form, prior to applying for such funds. SCAG shall not allocate and SANBAG shall not sub-allocate, as applicable, any Section 5337 Program funds to a Direct Recipient who has not executed a Grant Certification Form and applicable FTA Certifications and Assurances form.

5) Opt-Out Option: In the event an eligible Direct Recipient, excluding a CTC who is a Direct Recipient, elects not to apply for Section 5337 Program funds and does not execute the Grant Certification Form described in paragraph 4 of this Section 2.2, the Direct Recipient may sign and return the Opt-Out Form (Attachment A-2). A Direct Recipient that elects to opt-out, as described herein, shall sign and return to SANBAG the required Opt-Out Form within thirty (30) days of receiving the Notice of Sub-Allocations from SANBAG. Upon receipt

by SANBAG of the Opt-Out Form signed by a Direct Recipient's duly authorized representative or upon the lapse of the thirty (30)-day notification period, SCAG and SANBAG shall initiate the process to sub-allocate the Section 5337 Program funds among other Direct Recipients that provide fixed guideway and/or high intensity motorbus service within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C. Section 5337, as applicable and as amended from time to time. In any event, this Agreement shall remain fully binding and enforceable among the signatory parties.

3. General Provisions

3.1. Term of Agreement:

This Agreement shall commence on the Effective Date of the Agreement and continue in full force unless a party withdraws from this Agreement or this Agreement is terminated in accordance with Section 3.7.

3.2. Drafting:
This Agreement has been prepared, reviewed and endorsed by the Parties.

3.3. Amendments:
This Agreement may be amended only by the execution by all parties of a written amendment.

3.4. Jurisdiction and Venue:
This Agreement shall be deemed an Agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. All parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in San Bernardino County, California.

3.5. Non-assignment:
No party may assign this Agreement, or any part thereof, without the written consent of each party to this Agreement.

3.6. Indemnity:
SCRRA agrees to indemnify, defend and hold harmless SANBAG and its officers, agents and employees from and against any and all claims, demands, costs, or liability arising from or connected with intentional or negligent acts, errors or omissions, any violations of law, or any violations of the terms and conditions of this Agreement (including non-compliance with the FTA Master Agreement and annual FTA Certifications and Assurances) attributable to performance of the responsibilities as set forth in this MOU by SCRRA or its officers, agents, employees, contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of SANBAG.

3.7. Withdrawal and Termination:

1) Any party may withdraw from this Agreement upon thirty (30) days written notice to the other party, provided that the notice of withdrawal sets forth the effective date of withdrawal and the reason for withdrawal. Additionally, the notice of withdrawal shall provide that the parties meet during the period prior to the effective date of withdrawal to try to resolve any dispute, if applicable. In the event that the withdrawal is for cause, the withdrawal shall not be effective if the party cures the default in its performance within the thirty (30) day period.

2) SANBAG shall notify SCAG of the withdrawal from this Agreement of SCRRA and shall administer and sub-allocate Section 5337 Program funds to Direct Recipients providing FG and/or HIMB service, as applicable.

3) SANBAG may terminate this Agreement at any time, upon thirty (30) days written notice to SCRRA provided that the notice of termination sets forth the effective date of termination. Such termination clause may be invoked by SANBAG in the following circumstances including but not limited to: in the event that the Section 5337 Program is no longer funded by Congress and the fund balances have been exhausted, or in the event that SCAG is no longer the designated recipient of Section 5337 Program funds for a UZA or UZAs identified herein.

3.8. Disputes:

Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association.

3.9. Counterparts:

This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.

3.10. Contact List:

The names and contact information for the grants administrator representing each party are identified in the Grants Administrator Contacts List, attached hereto and incorporated herein as Exhibit "B."

3.11. Notice:

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the names and addresses attached hereto and incorporated herein as Exhibit "C."

3.12. Entire Agreement:

This Agreement contains the entire agreement and understanding of the Parties relating to the subject matter hereof, and the Parties have made no agreement or

representation relating to the subject matter hereof which are not set forth herein.

3.13. Effective Date:
This Agreement is effective on the date executed by SANBAG.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Southern California Regional Rail Authority

By: _____ Date: _____

Michael P. DePallo
Chief Executive Officer

Approved as to Form:

_____

Donald O. Del Rio
General Counsel

Date: _____

San Bernardino Associated Governments

By: _____ Date: _____

Raymond Wolfe
Executive Director

Approved as to Form:

_____ Date: _____

Eileen Monaghan Teichert
General Counsel

EXHIBIT A

GRANT CERTIFICATION FORM

Section 5337 State of Good Repair Grants Program (Section 5337 Program)

This Grant Certification Form is required to be signed by all Direct Recipients of Section 5337 Program Funds, pursuant to the Memorandum of Understanding among the Southern California Association of Governments (SCAG) and County Transportation Commissions for the Section 5337 State of Good Repair Grants Program.

1. Definition of "Direct Recipient:" For purposes of administering the Section 5337 Program, "Direct Recipient" shall mean an eligible public entity identified by the County Transportation Commission (CTC) serving the county in which such public entity is located, to receive a sub-allocation of Section 5337
   Program funds and that may apply directly to the Federal Transit Administration (FTA) for a grant award to implement eligible capital projects, contingent on meeting federal requirements and requirements set forth herein.

2. Applications and Grant Management Process: Direct Recipients are responsible for applying directly to FTA for a grant award from the Section 5337 Program to implement eligible capital projects, contingent on meeting federal requirements and requirements set forth herein. Direct Recipients are further responsible for preparing, submitting and managing all of their grant applications in FTA's Transportation Electronic Award Management web-based (TEAM-Web) system.

3. Grant Requirements: The responsibilities of Direct Recipients include, but are not limited to, the following:

   a) FTA Master Agreement: Each Direct Recipient agrees to comply in the same capacity as the "Recipient" with applicable terms and conditions of the FTA Master Agreement, FTA MA (19) dated October 1, 2012 (www.fta.dot.gov/documents/19-Master.pdf) and any agreement which supersedes and replaces it.

   b) Annual FTA Certifications and Assurances: The Direct Recipient agrees to sign the Federal Fiscal Year (FFY) 2013 FTA Certifications and Assurances, attached hereto and incorporated herein as Attachment "A-1." Each Direct Recipient certifies in the same capacity as the "Applicant" that it shall comply with the applicable annual FTA Certifications and Assurances (published annually in the Federal Register). Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5337 Program funds, each Direct Recipient shall sign and submit a copy of such form to SCAG prior to applying for any of such funds.

   c) Documentation: Each Direct Recipient shall submit to SCAG any documentation reasonably requested by SCAG to assure the validity of all above-referenced FTA Certifications and Assurances.

   d) Transit Asset Management Plans: Each Direct Recipient shall agree to the following:

      i. It will develop a Transit Asset Management Plan that complies with:

         1. 49 U.S.C. Section 5326 et seq. and Section 5337(a)(4), as amended by MAP-21;
         2. Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. Section 5326(d), as amended by MAP-21;

3. Performance Measures and Targets required to be issued by 49 U.S.C. Section 5326(c)(1); and
4. Other applicable Federal laws and regulations;

ii. It will develop a Transit Asset Management Plan that is consistent with Federal guidance developed or to be developed to implement 49 USC Section 5326, as amended by MAP-21.

iii. It will provide progress and performance reports as required by 49 U.S.C. Section 5326(c)(3), as amended by MAP-21.

iv. Transit Asset Management Plans shall at minimum include capital asset inventories and condition assessments, and investment prioritization. Direct Recipients shall further report on the condition of their system and any change in condition since the last report and submit such reports into the FTA's National Transit Database (NTD). The Direct Recipient shall submit to SCAG performance measures and targets adopted as part of such plans, and any other related documentation requested by SCAG.

e) Reports: Upon submittal to or approval by FTA, as applicable, Direct Recipients shall submit to SCAG copies of the following documents and reports:

i. Approved Grant Applications, Budget Revisions and Amendments;
ii. Supplemental Agreements and Amendments;
iii. Quarterly Milestones/Progress Reports submitted into FTA's TEAM-Web system during the current FFY;
iv. Federal Financial Reports submitted into FTA's TEAM-Web system during the current FFY;
v. Disadvantaged Business Enterprise (DBE) reports and all other reports and documentation required by FTA;
vi. Final/Close-out Reports submitted to FTA; and
vii. Any other documents or reports requested by FTA or SCAG, including information which enables SCAG to track 5337 Program funding balances in UZAs for which it is the Designated Recipient.

f) Invoices: Upon approval of grant applications by FTA and commencement of approved projects under the Section 5337 Program, Direct Recipients shall submit invoices to FTA for reimbursement of incurred eligible and allowable costs. Costs shall comply with all Section 5337 Program requirements, applicable Federal cost principles and other related requirements and shall serve as the only costs eligible for reimbursement by FTA. Direct Recipients shall draw-down grant funds via FTA's Electronic Clearing House Operation (ECHO-Web) System on a reimbursement basis upon approval by FTA of a Direct Recipient's invoice.

g) Supplemental Agreements: Direct Recipients that sub-allocate Section 5337 Program funds shall comply with FTA's requirement for a Supplemental Agreement to be pinned to the grant in TEAM-Web system prior to grant execution.

4. Sub-allocations Process: The Direct Recipient hereby understands and agrees that it shall execute and submit to SCAG, in advance of submitting a grant application for Section 5337 Program funds to FTA and no later than fifteen (15) days after receiving a Notice of Sub-allocations from the CTC serving the county in which the Direct Recipient is located, this Grant Certification Form and the FFY 2013 FTA Certifications and Assurances, signed by the duly authorized representative of the Direct Recipient. Upon publication of the FFY 2014 FTA Certifications and Assurances, and for each additional FFY for which Congress authorizes and appropriates Section 5337 Program funds, each Direct Recipient shall sign and submit a copy to SCAG of the applicable FTA Certifications and Assurances form, prior to applying for such funds. SCAG shall not allocate and the CTCs shall not sub-allocate, as applicable, any Section 5337 Program

funds to a Direct Recipient who has not executed a Grant Certification Form and applicable FTA Certifications and Assurances form.

5. Opt-Out Option: In the event an eligible Direct Recipient, excluding a CTC who is a Direct Recipient, elects not to apply for Section 5337 Program funds and does not execute the Grant Certification Form, the Direct Recipient may elect to sign and return the attached Opt-Out Form, attached hereto and incorporated herein as Attachment "A-2." A Direct Recipient that elects to opt-out, as described herein, shall sign and return to SCAG's Grants Administrator the attached Opt-Out Form within thirty (30) days of receiving the Notice of Sub-Allocations from the CTC serving the county in which the Direct Recipient is located. Upon receipt by SCAG of the Opt-Out Form signed by a Direct Recipient's duly authorized representative or upon the lapse of the 30-day notification period, SCAG and the respective CTC shall initiate the process to sub-allocate the Section 5337 Program funds among other Direct Recipients that provide fixed guideway and/or high intensity motorbus service within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C. Section 5337, as applicable and as amended from time to time.

6. Indemnity: The Direct Recipient agrees to indemnify, defend and hold harmless SCAG and its respective officers, agents and employees from and against any and all claims, demands, costs, or liability arising from or connected with intentional or negligent acts, errors or omissions, any violations of law, or any violations of the terms and conditions of this Certification Form (including non-compliance with the FTA Master Agreement and annual FTA Certifications and Assurances) attributable to performance of the responsibilities as set forth herein by the Direct Recipient or its officers, agents, employees, contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of SCAG.

BY SIGNING BELOW, on behalf of the Direct Recipient, I declare under penalty of perjury that the Direct Recipient has duly authorized me to sign this Grant Certification Form, and bind the recipient's compliance. Thus, the Direct Recipient agrees to comply with all requirements set forth herein.

Signature of Authorized Representative

_____ _____
Name Date

_____
Name of Direct Recipient

_____
Address

Return Form To:
Alfonso Hernandez, SCAG Grants Administrator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
hernande@scag.ca.gov

ATTACHMENT A-1

FEDERAL FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSITADMINISTRATION ASSISTANCE PROGRAMS

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

Group	Description	
1.	Required Certifications and Assurances for Each Applicant.	_____
2.	Lobbying.	_____
3.	Private Sector Protections.	_____
4.	Procurement and Procurement System.	_____
5.	Rolling Stock Reviews and Bus Testing.	_____
6.	Demand Responsive Service.	_____
7.	Intelligent Transportation Systems.	_____
8.	Interest and Finance Costs and Leasing Costs.	_____
9.	Transit Asset Management and Agency Safety Plans.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	_____
12.	State of Good Repair Program.	_____
13.	Bus/Bus Facilities Programs.	_____
14.	Urbanized Area Formula Programs and Job Access and Reverse Commute (JARC) Program.	_____
15.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	_____
16.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
17.	Public Transportation on Indian Reservations and "Tribal Transit Programs."	_____
18.	Low or No Emission/Clean Fuels Grant Programs.	_____
19.	Paul S Sarbanes Transit in Parks Program.	_____
20.	State Safety Oversight Program.	_____
21.	Public Transportation Emergency Relief Program.	_____
22.	Expedited Project Delivery Pilot Program.	_____
23.	Infrastructure Finance Programs.	_____

FEDERAL FISCAL YEAR 2013 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these Certifications and Assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its authorized representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2013, irrespective of whether the individual that acted on its Applicant's behalf continues to represent the Applicant.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply, as provided, to each Project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2013.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: _____ Date: _____

Full Name: _____

Authorized Representative of Applicant: _____

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature: _____ Date: _____

Full Name: _____

Attorney for Applicant: _____

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

ATTACHMENT A-2

Opt-Out Form

Name of Eligible Direct Recipient (Public Entity):

_____

The Public Entity named above hereby elects not to sign the Grant Certification Form required under the Memorandum of Understanding among the Southern California Association of Governments (SCAG) and County Transportation Commissions (CTCs) for the Section 5337 State of Good Repair Grants Program.

The Public Entity understands and agrees that SCAG shall not be obligated to allocate and that the County Transportation Commission (CTC), serving the county in which the Public Entity is located, shall not be obligated to sub-allocate Section 5337 Program funds to any entity which elects not to sign the Grant Certification Form. Such Public Entity that elects to Opt-Out shall sign and return this Opt-Out Form to SCAG's Grants Administrator within thirty (30) days of receiving notification from the respective CTC of the Direct Recipients' sub-allocation amount(s) ("Notice of "Sub-allocations").

The Public Entity agrees and understands that SCAG will initiate, upon receipt of this Opt-Out Form signed by the duly authorized representative of the Public Entity or upon the lapse of the 30-day notification period set forth above (whichever occurs first), the process to sub-allocate the Section 5337 Program funds among other Direct Recipients that provide fixed guideway and/or high intensity motorbus service within the SCAG regional boundaries and according to the statutory formulas set forth under 49 U.S.C.Section 5337, as applicable and as amended from time to time.

_____
Signature of Authorized Representative Date

_____
Name

_____
Name of Public Entity

_____
Address

Any Eligible Direct Recipient that elects to opt-out of receiving 5337 Program Funds shall sign and return this Opt-Out Form to SCAG's Grants Administrator at the following address within thirty (30) days of receiving the Notice of Sub-allocations:

Alfonso Hernandez, SCAG Grants Administrator
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
hernande@scag.ca.gov

Exhibit B

Grants Administrator Contacts List

The Southern California Association of Governments
Full Name: Alfonso Hernandez
Title/Dept: Senior Budget and Grants Analyst, Finance
Agency: Southern California Association of Governments (SCAG)
Mailing Street Address: 818 W. 7th Street, 12th Floor
City, State and Zip Code: Los Angeles, CA 90017
Phone: 213-236-1897
Email: hernande@scag.ca.gov

San Bernardino Associated Governments
Full Name: Vanessa Jezik
Title/Dept: Transportation Analyst
Agency: San Bernardino Associated Governments
Mailing Street Address: 1170 W. 3rd Street, 2nd Floor
City, State and Zip Code: San Bernardino, CA 92410-1715
Phone: 909-884-8276
Email: vjezik@sanbag.ca.gov

Southern California Regional Rail Authority
Full Name:
Title/Dept:
Mailing Street Address:
City, State and Zip Code:
Phone:
Email:

Exhibit C

Notices

Mr. Hasan Ikhrata
Executive Director
Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, CA 90017-3435

Mr. Raymond Wolfe
Executive Director
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Michael P. DePallo
Chief Executive Officer
Southern California Regional Rail Authority
P.O. Box 531776
Los Angeles, CA 90053-1776

DISCUSSION ITEMS

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: **29**

Date: November 6, 2013

Subject: 2014 SANBAG General Assembly Visioning Awards

Recommendation:* Distribution of Visioning Awards information packets for the 2014 SANBAG General Assembly in June.

Background: In 2014, SANBAG would like to recognize leaders in our communities by honoring local accomplishments and achievements through the presentation of Visioning Awards. One award will be presented to an individual in the unincorporated areas of each of the five county districts and 24 jurisdictional cities within the County of San Bernardino. These 29 award winners will then be considered for the top honor in each of SANBAG's five supervisorial districts and will receive special recognition during the 2014 SANBAG General Assembly on June 12, 2014.

The Visioning Award will be given to individuals who positively impacted a community in 2013 by:

- Displaying leadership, integrity and a strong commitment;
- Enhancing civic, environmental and social stewardship;
- Working collaboratively; and
- Promoting ethical conduct and reliability.

The goal is to bring attention to visionaries in our communities who rise above boundaries and affect change at local and regional levels.

Attached for your review is the General Assembly Visioning Awards Package.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.

BRD1311a-jd

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311a1-jd.pdf

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

Reviewed By: This item has not received prior policy committee or technical advisory committee review.

Responsible Staff: Bill Jahn, President

WORKING TOGETHER

Visioning Tomorrow

VISIONING AWARDS

NOMINATION PACKAGE

2014

4th Annual

SANBAG GENERAL ASSEMBLY

Governments SANBAG Working Together

VISIONING AWARDS OVERVIEW

San Bernardino Associated Governments (SANBAG) is the council of governments and transportation planning agency for San Bernardino County. SANBAG and its governing members—County of San Bernardino and 24 jurisdictional cities—work together to develop cooperative approaches on regional issues.

In 2014, SANBAG would like to bring recognition to leaders in our community by honoring local accomplishments and achievements through the presentation of Visioning Awards. One award will be presented to an individual in the unincorporated areas of each of the five county districts and 24 jurisdictional cities within the County of San Bernardino. These 29 award winners will then be considered for the top honor in each of SANBAG's five supervisorial districts and will receive special recognition during the 2014 SANBAG General Assembly on June 12, 2014.

The Visioning Award will be given to individuals who positively impacted a community in 2013 by:

- Displaying leadership, integrity and a strong commitment
- Enhancing civic, environmental and social stewardship
- Working collaboratively
- Promoting ethical conduct and reliability

Our goal is to bring attention to visionaries in our community that rise above boundaries and affect positive change at a local and regional level.

AWARD GUIDELINES

- Must be a resident of or business must be located in San Bernardino County
- Exemplify strong community involvement
- Self-nominations will not be accepted
- Responses to questions must be a minimum of 100 words but not exceed 300 words
- The deadline for submission of nomination packages is included in the award schedule
- Entries, documentation and photos will not be returned

EVALUATION PROCESS

- Nominations will be judged based on the criteria listed
- Nominees must have performed the activities/ achievement in 2013
- A winner will be presented awards as outlined in the award schedule
- All data will be held strictly confidential, although some data may be used in announcing the winners
- Incomplete or unsigned nomination forms will not be considered eligible for review

ADDITIONAL INFORMATION

All nominations are reviewed and treated with the utmost respect and fairness. Judges will be given "blind" nominee submissions to review and rate. Judges will not know the names of the nominees. Selection of winners is based on the accomplishments as provided on the entry form submitted. Judges record their individual selections on ballots that are tallied to determine the award winner(s).

All decisions of the Judges are final. Information that accompanies each nomination may be verified for accuracy.

AWARD SCHEDULE

- **Call for Entries: November 6, 2013**
- **Deadline for Nominations: March 15, 2014**
- **Winners Announced: April 21, 2014**

CRITERIA FOR AWARD

In addition to the award guidelines, nominations will be evaluated based on specific criteria and responses to the questions in the nomination form. Nominees for this award may include leaders and businesses in your community such as teachers, business leaders, pastors, industry professionals, businesses, and/or service providers who have positively impacted a community in a significant manner for one project or event.

Submit Entries Using the Attached Form To:
visioningawards@gmail.com

PUBLICITY PLAN

- Electronic files of the complete award nomination package will be sent to all SANBAG board members, posted on SANBAG's website and distributed to all local non-profits

- Local media outlets will be notified and encouraged to announce a call for entries

- Social media posts will begin immediately, with regular announcements to encourage nominations

- Reminders will be provided at SANBAG board meetings and updates also provided on the number of entries received

- Winners will receive an award and be recognized through all media channels

- Awards should be presented at the local level on or around the formal announcement date of April 21, 2014

- Photos should be taken of all winners as they receive their awards and will be used in media postings and at the General Assembly

VISIONING AWARD NOMINATION FORM

Complete this form in its entirety and submit electronically to:
visioningawards@gmail.com

Or mail your entry to:
SANBAG Visioning Awards
c/o WTS-Inland Empire Chapter
PO Box 904, Riverside, California 92502

AWARD SCHEDULE

- ☐ Call for Entries: **November 6, 2013**
- ☐ Deadline for Nominations: **March 15, 2014**
- ☐ Winners Announced: **April 21, 2014**

CONTACT INFORMATION

NOMINEE NAME

TITLE/OCCUPATION

COMPANY/
BUSINESS NAME

ADDRESS

CITY, STATE, ZIP

PHONE

EMAIL

NOMINATOR NAME

TITLE/OCCUPATION

COMPANY/
BUSINESS NAME

ADDRESS

CITY, STATE, ZIP

PHONE

EMAIL

VISIONING AWARD NOMINATION FORM PAGE 1

Responses to the following questions must be a minimum of 100 words but not exceed 300 words

- **Describe the project or event and the accomplishments that resulted. Please include the actual and measurable results achieved.**

- **How did the project or event bring visibility to your local community? San Bernardino County?**

- **What were the measurable benefits from this accomplishment? Please include any recognition the nominee received from a board, community, homeowners, school, and/or business leadership, if applicable.**

- **Was there anything about the accomplishment that exceeded the normal course of every day responsibilities/services?**

- **Why does this individual/business deserve recognition? Please include any additional considerations.**

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 30

Date: November 6, 2013

Subject: Federal Legislative Update

Recommendation:* Receive presentation by SANBAG's Federal Advocate, Steve Palmer

Background: On October 17th, after more than two weeks into a federal government shutdown, the President signed legislation to reopen the federal government and increase the debt ceiling.

The following are major budget highlights of the short-term Continuing Resolution (CR) H.R. 2775:

- Maintains government funding through January 15, 2014 at current funding levels of $986 billion. This is the post-sequestration level of funding.
- Extends the federal government's debt limit and ability to borrow through February 7, 2014.
- Requires the House and Senate to begin a conference committee on the budget with a budget resolution deadline of December 13, 2013.
- Provides retroactive pay for all federal employees.

The budget deal also means the Federal Highway Administration (FHWA) can release 107 days' worth of the fiscal year (FY) 2014 funding (Oct. 1 – Jan. 15). The total amount of transportation funding for FY 2014 is still in question, as is

*

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

Approved
Board or Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD1311b-wvs

the ultimate disposition of the Transportation Investments Generating Economic Recovery (TIGER) V program.

Mr. Palmer will provide a verbal update on the impacts of the federal budget agreement and budget sequestration on transportation, as well as an overview of MAP-21 implementation and major items to be considered in the next reauthorization.

Financial Impact: This item has no fiscal impact on the Fiscal Year 2013/2014 SANBAG Budget.

Reviewed By: This item has not received prior policy committee or technical advisory committee review.

Responsible Staff: Wendy Strack, Director of Legislative and Public Affairs

BRD1311b-wvs

Governments SANBAG Working Together

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1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: **31**

Date: November 6, 2013

Subject: Proposed Final State and Federal Legislative Platforms

Recommendation:* Adopt Final State and Federal Legislative Platforms

Background: SANBAG's Legislative Platforms serve as the foundation for understanding the perspective of the Board of Directors on key issues that are anticipated to be considered during the course of each legislative session. The proposed updates to the legislative platforms will guide staff's analysis and recommendations on pending legislative and regulatory items in the upcoming session.

Staff reached out to Local, State and Federal Elected Officials; the City Mangers Technical Advisory Committee; and the Public and Specialized Transportation Advisory and Coordination Council (PASTACC) for feedback on the revised platforms. The feedback process was positive and supportive of the changes included in the revised documents.

At the August 14, 2013 General Policy Committee meeting, the Committee recommended that a provision be added to the platforms related to the Buy America challenges that have been faced by SANBAG. That item is now included in Section I (n) of the State Legislative Platform, stating SANBAG will, "Support the resolution of outstanding Buy America implementation issues to ensure that projects are able to move forward without unreasonable delays and cost increases." This is also reflected in the Federal Legislative Platform in Section IV (h).

*

Approved
Board or Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1311a-wvs
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311a1-wvs.doc
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1311/AgendaItems/BRD1311a2-wvs.doc

The Committee also requested that Section II (d) of the State Legislative Platform, as well as the same section in the Federal document, be revised to include regulatory actions that impact business development in San Bernardino County as well. That change is incorporated in the attachments.

Lastly, the Committee requested that Section IV (i) be revised to include job attraction and retention as part of partnership efforts with the South Coast and Mojave Desert Air Quality Management Districts and that change has been incorporated.

One additional change is included clarifying that not only does SANBAG support the implementation of MAP-21 in a manner that is consistent with traditional funding and project selection roles in the Southern California Associated Government region, but also that any extension or new reauthorization also align these programs with the traditional roles and responsibilities in our region. This edit was included in Section I (h) of the Federal Legislative Platform.

A summary of the major changes previously incorporated into each document is also provided below.

State Legislative Platform Updates

The "key issues" section was added to the platform to highlight the major initiatives that are anticipated to be considered in the legislative session. This section highlights California Environmental Quality Act (CEQA) modernization, Cap and Trade funding distributions, and innovative project delivery mechanisms. The Board of Directors has previously acted on CEQA reform principles proposed by the CEQA Working Group on April 11, 2013 and those principles have been summarized and are now included in the proposed state legislative platform. Also at the April Board of Directors Meeting, the Cap and Trade principles were adopted as part of SANBAG's participation with the Transportation Coalition for Livable Communities. Those principles are also now included in the proposed platform. One additional item was added to address proposals to utilize cap and trade funding for a single or limited set of projects. This will guide SANBAG's advocacy to keep the funding available for a broader set of projects and funding recipients. Lastly, the key issues section uses existing innovative project delivery principles and proposes a few updates including advocacy for additional flexibility, simplification of approval and reporting processes, and references to additional delivery mechanisms and project types.

In the "State/Local Fiscal Issues" section, clarifications were included related to advocacy for the protection of existing funding sources, opposition to diversions or additional mandates or requirements for existing funds, implementation of the

Moving Ahead for Progress in the 21st Century (MAP-21) funding and policy structures, and updated language related to maintaining funding and policy structures present the Southern California region. The platform now includes a separate "Council of Governments" (COG) section to capture advocacy positions that related to SANBAG's COG function including affordable housing, transit-oriented development, and economic development.

In the "Goods Movement" section, language was added to reflect the development of the state freight plan and its relationship to the national freight plan as well as other minor updates. Staff also proposed consolidating previously separate sections into the "Energy, Air Quality, & the Environment" section with minor modifications related to streamlining and ensuring public transit fleet requirements are both technologically and economically feasible.

In the "Highways & Roads" section, the current language related to the delegation of National Environmental Protection Act (NEPA) authority to the California Department of Transportation (Caltrans) was revised to further monitor the use of the authority to ensure that the benefits are achieved on both state and local projects. In addition, with the formation of the new State Transportation Agency in July 2013 and the recent efforts by Caltrans to require local funding for state service, language was added to increase transparency and accountability.

The "Transit & Commuter Rail" section was updated to reflect implementation efforts related to AB 32 (Chapter 488, Statutes of 2006) and SB 375 (Chapter 728, Statutes of 2008), and the need to protect existing funds from diversion and guard against additional operating requirements without proper funding. In addition, high-speed rail language was modified to advocate for a SANBAG role in any proposed Inland Empire route selection and connectivity projects.

Lastly, a "General" section was added to cover Measure I related advocacy, protecting SANBAG's ability to operate effectively, and to monitor changes in state law governing communications related to new technologies and record retention requirements.

Federal Legislative Platform Updates

In the "Funding" section, language has been proposed to cover both federal investments in transit capital and operations and the need to consider long-term investments in maintenance. Items were also included related to MAP-21 implementation to ensure that traditional roles and responsibilities are maintained and that the environmental and process streamlining provisions included in the bill are implemented in a timely manner. A "Council of Governments" section was also added to the document, similar to the state platform.

In the "Goods Movement" section, clarifying language was added related to project selection authority and protection of funding through a designated trust fund. An item was also added to reflect the development of the nation's primary freight network and the need to consider parallel corridors in Southern California rather than centerlane miles.

The "Project Delivery & Innovation" section was updated to reflect support for additional streamlining measures that can reduce project delivery times without sacrificing necessary oversight and environmental protections. An item was also included related to flexibility for the administration of high occupancy vehicle lanes.

In the consolidated "Energy, Air Quality & the Environment" section, similar clarifications on the NEPA delegation authority were included as well as items related to ensuring that federal review and process requirements are streamlined to reduce project delays, protect the environment, and are accompanied by appropriate implementation funding.

Lastly, the "Transit & Commuter Rail" section adds language to support priority funding for the early implementation of Positive Train Control and the need for compatible technologies across jurisdictions. Items are also included related to new and small starts projects as appropriate and commuter tax benefits.

The updated 2013-2014 State Legislative Platform is included as Attachment #1 and the updated 2013-2014 Federal Legislative Platform is included as Attachment #2.

Financial Impact: This item has no fiscal impact on the Fiscal Year 2013/2014 SANBAG Budget.

Reviewed By: This item was reviewed by the General Policy Committee on October 9, 2013.

Responsible Staff: Wendy Strack, Director of Legislative and Public Affairs

BRD1311a-wvs

Attachment #1

SANBAG 2014 State Legislative Platform

The annual legislative platform serves as the basis to proactively engage in policy and legislative initiatives that will enable the San Bernardino Associated Governments (SANBAG) to deliver projects and programs that meet the needs of our region. This document also guides staff recommendations to the SANBAG Board of Directors on state legislative, regulatory, and administrative matters that are anticipated to be addressed in the coming legislative session.

SANBAG will collaborate with regional and statewide stakeholder groups to advance the legislative program including, but not limited to, the Southern California Consensus Group, Mobility 21, California Association of Councils of Governments, the Self-Help Counties Coalition, the California Transit Association, the Southern California Regional Rail Authority, and the High Desert Corridor Joint Powers Authority.

Key Issues

In the coming legislative session , SANBAG anticipates that a number of key issues may be considered including initiatives related to California Environmental Quality Act (CEQA) modernization, Cap and Trade funding distributions, and innovative project delivery mechanisms.

CEQA Modernization

a) Support revisions that expedite project delivery while maintaining critical environmental protections.
b) Continue to support public disclosure and accountability provisions providing the important public input component of project review.
c) Support a review of existing state and federal environmental and planning laws to reduce unnecessary and duplicative provisions.
d) Oppose additional review and process requirements that delay projects and increase costs while achieving little to no additional environmental benefits.
e) Oppose provisions that allow the CEQA process to be used to achieve non-environmental goals or to slow or delay projects that otherwise meet adopted environmental standards and include required mitigation measures.

Cap and Trade

a) Auction revenue from fuels should implement the AB 32 regulatory program and Sustainable Communities Strategies as required under SB 375 to reduce greenhouse gas (GHG) emissions from transportation.
b) Favor cost-effective and integrated transportation and land use strategies.
c) Project funding determinations should be done primarily at regional level reflecting each region's transportation funding structures under statewide criteria for evaluating GHG impacts. Criteria for project selection should be uniform statewide and developed by the State of California. Regions shall administer competitive funding processes and select projects based on these criteria.
d) Allow flexibility at the regional and local level to develop most cost effective projects.
e) Assist local governments in meeting regional GHG reduction goals.
f) Create a performance-based approach to maximize regional flexibility with improved modeling and verification systems to ensure effective results.
g) Promote innovation, collaboration, economic development and sustainability.

h) Support co-benefits such as air quality, public health, resource protection, equity, affordable housing, agriculture, and safety.
i) Ensure that the distribution of funds arising from transportation sources fund a broad array of projects that are geographically balanced rather than focus exclusively on a single or limited set of specified projects.

Innovative Project Delivery

SANBAG will advocate that innovative financing opportunities remain available for county transportation commissions to leverage local dollars, accelerate construction and job creation, and provide mobility options for the traveling public.

a) Support the consideration of public-private partnerships (P3s) in the development of transportation improvements.
b) Work to ensure that existing innovative project delivery methods such as design-build, construction manager/general contractor, and other tools are available and effective for a broad variety of projects including highways, transit, and local streets and roads.
c) Support measures that expand the use of design-build and P3s, with expanded flexibility and reduced multi-level approval and reporting requirements for projects that are largely locally funded or locally controlled.
d) Advocate for reforms to ensure projects are delivered faster, with increased flexibility and better coordination.
e) Support legislation and/or administrative reforms to enhance project delivery, including contracting out to the private sector, as appropriate.
f) Oppose efforts to impose additional mandates, hurdles, and requirements, beyond those already in existence, on lead agencies using alternative project delivery mechanisms.

I. State/Local Fiscal Issues

a) SANBAG will advocate for stable State funding, indexed for population growth, for transportation projects in San Bernardino County.
b) Oppose unfunded mandates on local governments.
c) Support priority state funding for projects supported by voter-approved transportation local sales tax measures.
d) Support efforts to maintain and protect transportation and transit funding as approved under the gas tax swap and as protected under Proposition 22. Oppose the diversion of transportation revenues for non-transportation purposes.
e) Oppose efforts to link existing transportation funding sources to the achievement of AB 32 objectives. Such priorities should be funded with new or enhanced funding sources rather than the reprioritization of existing, already oversubscribed sources.
f) Support budget and California Transportation Commission allocations to fully fund projects for San Bernardino County included in the State Transportation Improvement Program, State Highway Operation and Protection Program, bond programs, and the Measure I Expenditure Plan.
g) Support the implementation of Moving Ahead for Progress in the 21st Century (MAP-21) in an equitable manner at established funding levels with respect for the roles and responsibilities in existence in each region guiding project selection and discretion in allocation decisions.
h) Support retention of decision making, project selection, and funding authority at the county transportation commission level governing the use of all related funding sources.
i) Oppose legislative or regulatory actions that rely on regional transportation agencies to raise revenue for transportation or planning purposes.

j) Support legislation to provide funding for innovative, intelligent/advanced transportation, goods movement, demand management, active transportation, and air quality programs which relieve congestion, improve air quality, and enhance economic development.
k) Oppose an unreasonable increase in the administrative fees levied by the Board of Equalization for the collection and administration of county transportation sales tax measures and seek relief if necessary.
l) Support state policies that assure timely allocation of transportation revenue and allow for regions to advance projects with local funds as needed.
m) Support legislation that will incentivize counties without a voter approved tax measure for transportation to become "self-help" counties and recognizes/rewards the investment in the state's transportation system made by self-help counties.
n) Support the resolution of outstanding Buy America implementation issues to ensure that projects are able to move forward without unreasonable delays and cost increases.

II. Council of Governments

a) Support local control of the Ontario International Airport in recognition of the benefits of goods movement and passenger travel to San Bernardino County and the Inland Empire.
b) Support efforts for Council of Government development and funding.
c) Monitor legislation related to incentives for the development of affordable housing and transit-oriented developments
d) Support legislative and regulatory actions that incentivize the attraction, retention, and growth of businesses and employment in San Bernardino County.

III. Goods Movement

a) Support the development of the state freight plan, which recognizes the unique needs of San Bernardino County and its significant role in freight movement. The plan should not only recognize the economic benefits of the freight industry but should also include proposals to mitigate the associated congestion, air quality and community impacts and a recognition of the regions parallel transportation systems through a corridor based approach.
b) Support legislation that reduces freight-related impacts to San Bernardino County, including a particular focus on impacts to disadvantaged communities.
c) Ensure that goods movement project selection and prioritization authority is maintained at the local level.
d) Monitor any state container fee legislation to ensure that San Bernardino County goods movement projects are funded and that San Pedro Bay Ports are not placed at a competitive disadvantage that would harm the overall Southern California economy.
e) Oppose legislation that allows triple trailers in urbanized areas of San Bernardino County because of safety concerns, with the exception of border cities and/or bump stations, or dedicated truck lanes (e.g. Barstow/Needles).
f) Support legislation to reduce road damage from heavy trucks by reduced axle loading rather than an exclusive focus on gross vehicle weight.
g) Support recognition of the importance of inland ports to overall goods movement systems as part of any investment plan.

IV. Energy, Air Quality & the Environment

a) Support incentives to transition to alternative fuels and electric vehicles (EVs), including tax benefits and other incentives.
b) Support cost effective and technologically feasible conversion and replacement of public transit fleets to alternative fuels and EVs.
c) Support programs to provide refueling/recharging infrastructure for alternative fuel or electric

vehicles.

d) Support Property Assessed Clean Energy (PACE) program financing.
e) Support utility planning and upgrades to electrical infrastructure in support of fleet conversion and possible rail electrification programs.
f) Monitor regional proposals aimed at Cap and Trade and its focus on infrastructure impacts.
g) Continue to support the independence of the Mobile Source Air Pollution Reduction Review Committee, and the protection of AB 2766 funding.
h) Oppose legislative action that would reduce SANBAG's discretion in allocating Congestion Mitigation and Air Quality (CMAQ) funds.
i) Work in partnership with the South Coast Air Quality Management District and the Mojave Desert Air Quality Management District to promote job creation and retention, protect the public health, and work to improve the overall quality of life for San Bernardino County residents.
j) Support legislation to streamline the environmental review and project development process to avoid potentially duplicative and unnecessary steps, while maintaining critical environmental protections.

V. Highways & Roads

a) Support current program funding for Freeway Service Patrol, ride-sharing and call boxes, consistent with the level of growth and utilization.
b) Support equitable funding and resources for San Bernardino County freeway landscaping and maintenance.
c) Monitor the use of National Environmental Policy Act oversight authority delegated to the California Department of Transportation to ensure that local and state projects are receiving equal benefits and reduced project review times.
d) Participate in studies of market-based pricing measures to relieve traffic congestion, improve air quality and/or fund transportation alternatives
e) Encourage the new State Transportation Agency to develop a mechanism for reporting on the performance of the new agency and the quality of the state and local project delivery programs and services, particularly in light of new requirements to locally fund state services such as oversight, project initiation documents, and other items.

VI. Transit & Commuter Rail

a) Advocate that transit operations continue to have a strong state funding role as a vital service that improves mobility and helps meet federal and state mandates.
b) Oppose additional requirements for increased service levels unless they are agreed to by the transit operator or appropriately funded.
c) Advocate for a safe, appropriately funded, and growing bus and rail system in Southern California with equitable distribution of funds and flexibility in the administration of the programs to meet the needs of each region.
d) Support state funding for Positive Train Control.
e) Support legislation and programs that facilitate (or remove obstacles to) transit oriented development near rail and bus rapid transit stations.
f) Advocate for high speed, and higher speed, rail investment in San Bernardino County and connectivity with local and regional transit.
g) Support increased funding for higher speed commuter rail and improved transit connectivity as feeder services for High Speed Rail (HSR).
h) Assure a SANBAG role in the planning for HSR and advocate for the full evaluation of all

viable routes serving San Bernardino County before a final alternative is chosen.

i) Advocate priority for the L.A.-San Diego via the Inland Empire HSR route.
j) Advocate to secure funding for the completion of all connectivity projects complementary to the development of HSR.
k) Support incentives for ridesharing and/or reimbursement for transit passes.
l) Support funding to allow local agencies to properly fund Metrolink service in our region, reflect the high ridership from inland counties.
m) Support appropriate funding levels from state sources to support transit operations that help to achieve AB 32 and SB 375 goals. The state should also recognize that, absent a new source of state funding, agencies will be unable to fully fund the level of service required to meet those goals in the future.

VII. General

a) Oppose legislation that could threaten the timely delivery of projects in the Measure I Expenditure Plan or interferes with the authority to administer any Measure I programs and services.
b) Oppose legislative and regulatory efforts to reduce SANBAG's ability to efficiently and effectively contract for goods and services, conduct business for the good of the organization, and limit or transfer risk or liability.
c) Monitor changes to the Brown Act that relate to the use of new technologies for communication with the public and with members of the Board of Directors, as well as changes to legislation related to public records and information requests.

Attachment #2

SANBAG 2014 Federal Legislative Platform

The annual legislative platform serves as the basis to proactively engage in policy and legislative initiatives that will enable the San Bernardino Associated Governments (SANBAG) to deliver projects and programs that meet the needs of our region. This document also guides staff recommendations to the SANBAG Board of Directors on federal legislative, regulatory, and administrative matters that are anticipated to be addressed.

SANBAG will continue to partner with public and private sector entities to support common objectives in Washington including fostering the unity of the Southern California Consensus Group and collaborating with the Coalition for America's Gateways and Trade Corridors, Mobility 21 on a national freight system, and the High Desert Corridor Joint Powers Authority.

I. Funding

a) Seek the highest level of federal transportation dollars to California and San Bernardino County for SANBAG projects and programs including, but not limited to: interstate highways; transit capital and operations in order to help to meet federal environmental goals; intercity commuter, and higher speed rail; goods movement; intelligent transportation systems and new technologies that maximize existing infrastructure; safety, maintenance, and operations funding for all modes; and regional airport ground access and development needs.
b) Support early action on extending and expanding the federal Surface Transportation bill, Moving Ahead for Progress in the 21st Century (MAP-21).
c) Support regional consensus building efforts for potential new funding strategies for transportation.
d) Oppose efforts to eliminate or erode contract authority for the Highway Trust Fund and support efforts to maintain the principle that transportation-based revenue should be reserved only for transportation purposes.
e) Support the Transportation Infrastructure Finance and Innovation Act program which provides Federal credit assistance in the form of direct Treasury loans, loan guarantees, and lines of credit to finance highway, rail, and green energy projects of national and regional significance.
f) Support Build America Bonds and America Fast Forward programs to help states and localities pursue needed capital for infrastructure.
g) Advocate for the protection of current transportation revenues, additional flexibility for existing revenues, and an accelerated national investment in infrastructure.
h) Support the implementation of MAP-21 at established funding levels with respect for the roles and responsibilities in existence in each region for project selection and discretion in allocation decisions. Additionally ensure that any extension of MAP-21 or any new reauthorization effort align programs with traditional roles and responsibilities for each region with respect to project selection and allocation decisions.
i) Ensure that the streamlining provisions of MAP-21 are implemented in a timely manner and in a manner that provides the maximum benefits to project delivery schedules.

II. Council of Governments

a) Support efforts for Council of Government development and funding.
b) SANBAG will work with the Congressional delegation and local stakeholders to aggressively advocate for legislation, budget actions or proposals that transfer Ontario International Airport to local control in recognition of the benefits of its goods movement and passenger travel to San Bernardino County and the State of California.

c) Support legislation and administrative actions that enable the implementation of the Property Assessed Clean Energy (PACE) program in San Bernardino County.
d) Support initiatives, legislation, and regulatory actions that incentivize the attraction, retention, and growth of businesses and employment in San Bernardino County.

III. Goods Movement

a) SANBAG will advocate for federal investment in goods movement infrastructure, and policies that properly recognize Southern California and San Bernardino County's role as the nation's premier containerized freight gateway.
b) Support targeted funding for goods movement projects of national significance that are beyond the funding capacity of local and state transportation programs and budgets (e.g. dedicated exclusive clean truck lanes).
c) Advocate that any federal goods movement program is funded at a level that is commensurate with national needs and ensure that such funds are protected from diversion for other uses through the designation of a trust fund.
d) Ensure that revenues generated by any fee that is levied on freight be specifically designated to fund projects that mitigate congestion, air quality, and community impacts directly associated with the movement of freight, and a clear causal relationship should exist between the freight system on which fees are levied and the impacts to be mitigated.
e) Ensure that revenue collected on freight be administered in partnership with local and regional elected officials and entities impacted by freight movement. SANBAG should be included in any governance structure dealing with revenue collected from freight moved through San Bernardino County.
f) Support development of a national/regional freight movement plan with clearly defined ports and corridors and inland improvement needs to provide for timely, reliable freight transport, timely implementation of freight-related strategies needed for attainment of federal health-based air quality standards and mitigation of freight-related impacts in communities.
g) Ensure that federal goods movement legislation imposes no unfunded mandates for administration or oversight regarding new revenue mechanisms and to retain control over project implementation at the local level.
h) Oppose legislation that allows triple trailers in urbanized areas of San Bernardino County because of safety concerns with the exception of border cities and/or bump stations, or dedicated truck lanes (e.g. Barstow/Needles).
i) Support legislation to reduce road damage from heavy trucks by reduced axle loading rather than an exclusive focus on gross vehicle weight.
j) Participate in national dialogue on freight policy and its focus on improving the performance of the freight network and advocate for improving Southern California's freight strategy.
k) As part of defining the national freight network, seek recognition of the unique network of parallel corridors in Southern California and recognize the entire corridor as part of the national network rather than focusing on centerlane miles of individual facilities.
l) Support recognition of the importance of inland ports to overall goods movement systems as part of any investment plan.

IV. Project Delivery & Innovation

a) Advocate for reforms that will accelerate project procurement, promote flexibility and innovation in financing, and respect local control.
b) Support the expanded use of design-build project delivery for federally funded highway and surface transportation projects.

c) Support the streamlining of federal reporting/monitoring requirements to reduce project delivery times without eliminating critical oversight mechanisms.
d) Support authority for regional transportation entities to implement pricing measures on federal-aid highways if desired for that region.
e) Support local options to privatize various aspects of transportation that would maximize available federal funding (e.g. P3s).
f) Support measures that would provide regional flexibility in meeting the operational requirements for high occupancy vehicle lanes.
g) Advocate for the implementation and further inclusion of recommendations for project streamlining initiatives as included in the Orange County Transportation Authority's Breaking Down Barriers report.
h) Support the resolution of outstanding Buy America implementation issues to ensure that projects are able to move forward without unreasonable delays and cost increases.

V. Energy, Air Quality, & the Environment

a) Advocate that any federal revenue generated from taxes or fees on energy products used for transportation are utilized for transportation purposes.
b) Support utility planning and upgrades of electrical infrastructure to support fleet conversion and possible rail electrification programs.
c) Monitor national Cap and Trade policies as they relate to infrastructure impacts.
d) Monitor the use of National Environmental Policy Act (NEPA) oversight authority delegated to the California Department of Transportation to ensure that local and state projects are receiving equal benefits and reduced project review times.
e) Protect funding sources for congestion relief and pollution reduction related to the transportation sector.
f) Support efforts to secure funds to facilitate the conversion of public sector fleets to alternative fuels to meet local, state and federal fleet conversion mandates, and provide for the replacement of aging alternative fuel fleets.
g) Support tax benefits and/or incentives for private sector transportation demand management programs and alternative fuel programs.
h) Ensure that federal goods movement legislation considers and underscores federal responsibilities for facilitation of international trade and interstate commerce, and regulation of interstate commerce in ways consistent with attainment of federal air quality standards and NEPA.
i) Support efforts to increase the amount and proportion of Congestion Mitigation and Air Quality (CMAQ) funds received by the State of California and ensure that the funds flow to county transportation commissions such as SANBAG for the appropriate South Coast and Mojave Desert Air Basin areas.
j) Support streamlined environmental revisions that remove duplication of state and federal processes when state regulations and environmental protections exceed federal requirements.
k) Participate in the development of livability and sustainability programs for the citizens of San Bernardino County.
l) Oppose additional review and process requirements that delay projects and increase costs while achieving little to no additional environmental benefits.
m) Monitor federal regulatory efforts to ensure that any new environmental requirements placed on local agencies are accompanied by the funding necessary for implementation.

VI. Transit & Commuter Rail

a) Advocate for policies that keep our rail systems safe and increase federal investment in commuter rail services.
b) Support federal funding of Positive Train Control (PTC) and rail safety programs.
c) Support priority funding for early implementation of PTC technologies and ensure that various technologies are compatible across the nation.
d) Advocate that the appropriate local or regional entity, such as SANBAG, be partners in on-going federal policy discussions to alter the liability cap for commuter rail accidents.
e) Support legislation to change and/or exempt level boarding access requirements for existing commuter rail systems.
f) Support policies that recognize the importance and fund commuter rail and transit connectivity to High Speed Rail.
g) Support the inclusion of San Bernardino County projects in the New and Small Starts programs.
h) Work to secure the greatest commuter tax benefits possible to incentivize the use of transit options.

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

■ 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: 32

Date: November 6, 2013

Subject: Overview of San Bernardino Associated Governments "Doing Business With SANBAG" Vendor Event

Recommendation:* Receive and File

Background: On October 8, 2013, San Bernardino Associated Governments ("SANBAG") held its first vendor outreach event entitled, "Doing Business With SANBAG". The primary goal of this event was to promote SANBAG as a contracting agency and to provide a forum for small and disadvantaged businesses in the Inland Empire to market their businesses to SANBAG and other attendees. The event was held at the Santa Fe Depot and there were 78 people in attendance. The attendance was limited due to space constraints at the Santa Fe Depot. As a result, an additional 45 firms, who were unable to attend, were placed on a priority list in the event SANBAG hosts a future event.

The three-hour program was opened by SANBAG's Executive Director Ray Wolfe and Board President Bill Jahn, and consisted of an overview SANBAG's procurement process. A lively panel discussion followed that featured business executives from SANBAG consulting firms who shared their stories of growth and success. Additionally, there was a presentation on the Disadvantaged Business Enterprise program followed by a networking session which afforded the opportunity for attendees to network with other attendees as well as SANBAG staff.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	x	CTC	x	CTA	x	SAFE	x	CMA	x

Check all that apply.
BRD1311a-kmp

The feedback that we have received was extremely positive and an overwhelming number of individuals have inquired about SANBAG's ability to hold future events similar in nature.

Financial Impact: This item has no fiscal impact on the SANBAG Fiscal Year 2013/2014 Budget.

Reviewed By: This item has not been reviewed by any other Committee. SANBAG General Counsel and Contract Administrator have approved this item as to form.

Responsible Staff: Kathleen Murphy-Perez, Contracts Manager

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
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Minute Action

AGENDA ITEM: 33

Date: November 6, 2013

Subject: Announcement of Appointments and Vacancies to External Boards

Recommendation:*

1) Note the appointment of Council Member Frank Navarro, City of Colton, as a member of the Southern California Association of Governments (SCAG) Transportation Committee.

2) Note the following vacancies and request Board Members to express their interest in serving for the following:

- Metro Gold Line Foothill Extension Construction Authority – Alternate Member
- Metro Gold Line Phase II JPA – Alternate Member
- SCAG Energy and Environment Committee

Background:

1) **Appointment to SCAG Transportation Committee** - SANBAG Policy provides for the Board President to make certain appointments to outside committees and Boards and that those appointments be announced at the next SANBAG Board Meeting.

SANBAG President Bill Jahn has appointed Colton City Council Member Frank Navarro to the SCAG Transportation Committee.

2) **Outside Agency Vacancies -** SANBAG has a number of vacancies available with outside agencies for interested Board Members. Board Members should make their interest known to the SANBAG Board President. The vacancies are with the following:

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1311c-dab

a. **Metro Gold Line Foothill Extension Construction Authority (Alternate Member)** - The passage of AB 1600 authorized the SANBAG Board President to appoint a primary and alternate member to the Metro Gold Line Foothill Extension Construction Authority. This Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County.

b. **Metro Gold Line Phase II JPA (Alternate Member)** – This Authority was formed by the 13 cities along the Gold Line route, LA Metro and SANBAG. The Board of Directors makes this appointment. It is the forum for the review, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair.

c. **SCAG Energy and Environment Committee** – This committee provides policy recommendations to the SCAG Regional Council on subjects such as natural resources conservation, air quality, water quality, energy conservation, and reviews the Environmental Impact Report of the Regional Comprehensive Plan.

Financial Impact: This item is consistent with the adopted SANBAG budget.

Reviewed By: This item has not received prior policy committee or technical advisory committee review.

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

BRD1311c-dab

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TRANSPORTATION MEASURE I

■ 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: 34

Date: November 6, 2013

Subject: Discussion of South Coast Air Quality Management District High-Cube Warehouse Truck Study

Recommendation:* Receive and file the information and provide direction to staff as appropriate.

Background: The South Coast Air Quality Management District (SCAQMD) serves as the air pollution control agency for most of Southern California. SCAQMD is responsible for controlling emissions primarily from stationary sources of air pollution.

In 2002, the SCAQMD conducted its first warehouse study in response to the development of large warehouses in Mira Loma and Fontana. The study was designed to provide data on the air quality and health impacts from warehouses due to the diesel trucks that service those facilities. With the Southern California Association of Governments (SCAG) projecting the development of 412 million square feet of new warehouses over the next 25 years, SCAQMD felt that it would be important to have information to evaluate the air quality and health impacts associated with that development.

The largest air quality and health impacts from these large or "high-cube" warehouses come mostly from the diesel trucks that service the facilities. In order to quantify the potential impact of a warehouse, it is critical that a metric be used that will quantify the number of diesel trucks that will serve the facility.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1311d-dab

This number can then be used by local agencies as they review the environmental documents for these proposed facilities.

Current practice for evaluating the potential impact of the traffic generated by a proposed facility is to use data from the Institute of Transportation Engineers (ITE). This organization is an association of transportation professionals focused on compiling scientific data on transportation issues and educating the public on such issues. The ITE periodically publishes a Trip Generation Manual with data on trip generation assumptions that can be used for various land uses. For high-cube warehouses, the ITE cites a rate of 1.68 trips/1000 square feet of floor space.

The staff of the SCAQMD feels that this rate is too low and that a more conservative estimate of 2.59 trips/1000 square feet should be used based on data they have reviewed and their interpretation of the requirements of the California Environmental Quality Act (CEQA). This position has caused some dispute, especially with developers of these types of warehouse projects who feel that the assumptions made by SCAQMD do not reflect actual conditions created by these modern logistics facilities.

With that dispute as a backdrop, the SCAQMD has embarked on an effort to develop a more robust data set from which to develop high cube warehouse trip generation rates. This effort has involved the creation of two working groups. One group consists of warehouse developers, local government staff, and environmental groups. The other group consists of technical staff involved in air quality and transportation research, an ITE representative and SCAG staff.

With the input of these working groups, SCAQMD has commissioned a warehouse trip study that will:

- Collect information about the existing population of warehouses in the SCAQMD region.
- Survey businesses using these warehouses.
- Classify 5 to 10 different types of high-cube warehouses based on the surveys.
- Conduct on-the-ground trip counts for warehouses.
- Develop trip rates for each warehouse classification.
- Develop a model based on the collected data and trip rates.

The work of SCAQMD in developing this data and, more importantly, in applying the data for CEQA reviews and new regulations has huge implications for our region. The logistics sector is responsible for significant economic activity and was responsible for over a quarter of all jobs created in the region in 2013.

Any policy decision made impacting this segment of our economy will have ripple effects throughout the community.

SCAQMD is fulfilling its role by trying to scientifically establish data to help in identifying and measuring sources of air pollution. Science has indicated that there are health impacts caused by diesel emissions. In addition, the region has a requirement to reduce PM 2.5 emissions (the small particles generated by diesel exhaust that can get deep into the lungs) or face penalties from the federal government.

It is important for San Bernardino County, with some of the worst air quality in the nation, to be working with agencies on that front. At the same time, the economy of the region is very dependent upon the logistics industry and the high-cube warehouses needed by that industry, making it important for policy makers to be aware of the range of policy choices that are being considered. Environmental regulations help to improve the physical environment and public health. But regulations that stifle warehouse development and the businesses that go with them will impose a cost to the economy and the ability of individuals to find jobs, when the Inland unemployment rate is still very high.

It is also important to recognize that the truck fleets will be getting much cleaner over the next decade as older trucks are retrofitted and/or replaced with much cleaner versions, per requirements of the California Air Resources Board and other agencies. Therefore, the air quality impacts of the trucks generated by warehouses will be significantly diminished over time. Both air quality and the economy are important to San Bernardino County, and solutions will need to balance those objectives in the context of these future trends.

Whether your community is home to a high-cube warehouse or not, the impacts of any air quality regulations will be felt in every community because of the significance of logistics to employment in this region. There is no staff recommendation for this item. It is intended as a way to share information and spur discussion on an issue with broad implications.

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

Reviewed By: This item has not received prior policy committee or technical advisory committee review.

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

BRD1311d-dab

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TRANSPORTATION MEASURE I

■ 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: **35**

Date: November 6, 2013

Subject: City of Redlands Cooperative Agreement No. C14058 – Alabama Street at Redlands Boulevard and Colton Avenue at Redlands Boulevard intersection improvements

Recommendation:* That the Board acting in its capacity as the San Bernardino County Transportation Commission, approve Cooperative Agreement No. C14058 with the City of Redlands for the preparation of Project Approval and Environmental Documents; Plans, Specifications, and Estimate; and completion of construction improvements of the Alabama Street at Redlands Boulevard and Colton Avenue at Redlands Boulevard intersections and associated highway-rail grade crossings.

Background: The City of Redlands (City) and the San Bernardino Associated Governments (SANBAG) would like to enter into a Cooperative Agreement, No. C14058. The project consists of roadway widening and reconfiguration of the intersections Alabama Street at Redlands Boulevard and Colton Avenue at Redlands Boulevard within the City of Redlands. These roadway and intersection improvements also incorporate highway-rail grade crossings within SANBAG's railroad right-of-way on Alabama Street and Colton Avenue, on the Redlands Railroad Subdivision.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1311d-jrf
Attachment:
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14058.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/CSS%20C14058.docx

The City is pursuing these improvements to enhance the vehicular traffic level of service at the intersections and to improve traffic flow through the surrounding area. Per California State Public Utilities Commission regulations, any modifications to highway-rail grade crossings require that the crossing be enhanced to current safety standards, including new crossing warning devices, signage, and pavement striping.

As the crossings at Alabama Street and Colton Avenue are being enhanced, SANBAG would like to incorporate additional modifications to accommodate the future Redlands Passenger Rail Project (RPRP), which requires shifting of the track alignment through the crossings. RPRP will also benefit from the reconfiguration of the intersection of Colton Avenue at Redlands Boulevard as this includes a reconfiguration of the Colton Avenue crossing, to make it less of a skew and thus further enhance the safety of the crossing.

Due to the mutually beneficial nature of this intersection and grade crossing improvement project, the City and SANBAG are both planning to contribute funds to complete the design and construction of the improvements. The funding commitments, roles, and responsibilities are outlined in Cooperative Agreement No. C14058, attached. SANBAG staff is proposing to contribute approximately $340,000 for the design and construction of the roadway and widening at the Alabama Street highway-rail at grade crossing and approximately $2.25 million for the design and construction of the roadway and intersection improvements at Colton Avenue and Redlands Boulevard. SANBAG's total contribution will be a not-to-exceed amount of $2,590,000. In addition, SANBAG will procure separate contracts to complete the design and construction of the railroad related improvements at the Alabama Street and Colton Avenue highway-rail grade crossings. These tasks are estimated to cost approximately $1.7 million. The railroad related design and construction will be coordinated with the City's project to allow for construction efforts managed by the City and SANBAG to occur concurrently.

This item has been brought directly to the SANBAG Board for approval with no previous review by any committee due to funding deadlines. The City has been awarded $1 million in State and Local Partnership Program (SLPP) funds, in addition to approximately $4 million in other funds, to complete this project. These funds require that a construction contract be awarded by December 31, 2013, or the funds will be forfeited. As the project includes funding from the City and SANBAG, a cooperative agreement must be executed prior to contract award. A Request for Bids for this project is currently being advertised, with the City expecting to receive bids on November 13th and award a

BRD1311d-jrf
Attachment:
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14058.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/CSS%20C14058.docx

contract at their November 19th City Council meeting. This timeline allows for some schedule contingency in case any bid protests are received and still meet the SLPP funding deadlines.

The cooperative agreement, as attached, is in draft form as the agreement language was still being finalized with the City at the time of this agenda item being published. It is anticipated that the final agreement approved by both the City and SANBAG General Counsel, will be provided at the SANBAG Board meeting as revised supplemental material.

Financial Impact: This item is consistent with the Fiscal Year 2013/14 budget. Design and Engineering Services, estimated to cost approximately $500,000 will be funded by the Measure I Valley Metrolink/Rail Service Fund. Construction efforts, estimated to cost approximately $2.1 million will be funded by Transportation Development Act, State Transit Assistance Funds.

Reviewed By: This item has not been reviewed by any policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator are currently reviewing this item and a draft of the Contract.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD1311d-jrf
Attachment:
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C14058.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/CSS%20C14058.docx

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14058 Amendment No. _____

By and Between

City of Redlands and SANBAG

Contract Description Cooperative Agreement for design and construction of intersection and grade crossing improvements of Alabama Street at Redlands Boulevard and Colton Avenue at Redlands Boulevard

Board of Director's Meeting Date: November 6, 2013

Overview of BOD Action: Approves Cooperative Agreement No. C14058 with the City of Redlands for the preparation of Project Approval and Environmental Documents; Plans, Specifications, and Estimate; and completion of construction improvements of the Alabama Street at Redlands Boulevard and Colton Avenue at Redlands Boulevard intersections and associated highway-rail grade crossings.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW					
Original Contract Amount	$	2,278,386	**Original Contingency Amount**	$	305,338
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	2,278,386	**TOTAL CONTINGENCY VALUE**	$	305,338
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	2,583,724

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
Nov. 6, 2013	TBD	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0379.

☐ A Budget Amendment is required.

How are we funding current FY? Design and Engineering Services, estimated to cost approximately $500,000 will be funded by the Measure I Valley Metrolink/Rail Service Fund. Construction efforts, estimated to cost approximately $2.1 million will be funded by Transportation Development Act, State Transit Assistance Funds.

☐ Federal Funds ☒ State Funds ☐ Local Funds ☒ TDA Funds ☒ Measure I Funds

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

Measure I Valely Metrolink/Rail Service Fund and TDA, STA

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Justin Fornelli

Project Manager (Print Name) Signature Date

Task Manager (Print Name) Signature Date

Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

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COOPERATIVE AGREEMENT NO. C14058

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS, acting in its capacity as the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

CITY OF REDLANDS

FOR

PREPARATION OF PRELIMINARY ENGINEERING AND ENVIRONMENTAL DOCUMENT; PLANS, SPECIFICATIONS, AND ESTIMATE; AND CONSTRUCTION FOR THE REDLANDS BOULEVARD AT ALABAMA STREET AND COLTON AVENUE AT REDLANDS BOULEVARD INTERSECTION IMPROVEMENTS IN THE CITY OF REDLANDS

DRAFT

THIS COOPERATIVE AGREEMENT is made and entered into this _____ day of _____, 201_, by and between the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission (hereinafter referred to as "AUTHORITY") and the City of Redlands (hereinafter referred to as "CITY"), (AUTHORITY and CITY are each a "Party" and collectively "Parties").

WITNESSETH

WHEREAS, the Parties wish to enter into this Cooperative Agreement (hereinafter referred to as "AGREEMENT") for the preparation of Project Approval and Environmental Documents (hereinafter referred to as "PA&ED"); Plans, Specifications, and Estimate, (hereinafter referred to as "PS&E"); and construction of the REDLANDS BOULEVARD at ALABAMA STREET and COLTON AVENUE at REDLANDS BOULEVARD INTERSECTION REALIGNMENT PROJECT in the City of Redlands (hereinafter referred to as the "PROJECT"); and

WHEREAS, this Agreement is intended to delineate roles, responsibilities, and funding commitments relative to the preparation of the PA&ED, PS&E, and construction for PROJECT; and

WHEREAS, CITY proposes to construct improvements that will correct a 22 foot offset at Redlands Boulevard at Alabama Street and modify the existing configuration at Redlands Boulevard and Colton Avenue by realigning and signalizing the intersection; and

WHEREAS, said improvements are being completed to improve the vehicular traffic Level Of Service ("LOS") from a LOS F to a LOS C through 2035; and

WHEREAS, AUTHORITY's California Environmental Quality Act ("CEQA") document to complete the Redlands Passenger Rail Project assumes the PROJECT improvements will be completed, and therefore completion is a necessary component of the Redlands Passenger Rail Project; and

WHEREAS, the California Public Utilities Commission (CPUC), the governing body of highway-rail grade crossings in the State of California, requires that any modifications to highway-rail grade crossings meet current CPUC requirements;

WHEREAS, AUTHORITY and CITY desire to cooperate in the PROJECT.
NOW, THEREFORE, the Parties agree to the following:

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SECTION I

CITY AGREES:

1. To be the lead agency for the PROJECT.

2. To act as the PROJECT Manager including the selection and retention of consultants, construction managers and contractors to perform the work on the PROJECT and to include the AUTHORITY in the consultant selection process. Performance of services under these contracts shall be subject to the technical direction of a Project Manager designated by the CITY, with input and consultation from AUTHORITY's designated Project Manager.

3. CITY is responsible for obtaining and complying with all relevant regulatory permits and approvals, including a Right of Entry Permit and License Agreement from SANBAG for the construction on SANBAG's right-of-way.

4. To invite AUTHORITY to PROJECT meetings, if and when such meetings are held, and related communications on PROJECT progress as well as to provide AUTHORITY with prompt notice of potential claims and weekly updates regarding expenditures, change orders, and other information regarding the PROJECT which SANBAG may request.

5. CITY shall cooperate and comply with AUTHORITY's inspections and technical oversight and directionregarding the design and construction of railroad improvements, including but not limited to track, railroad signal, and drainage improvements within the railroad right-of-way.

6. CITY shall provide design submittals to the AUTHORITY at appropriate stages of PROJECT development for review and comment, including but not limited to 30%, 60%, 90%, and final design submittals.

7. To be responsible for a not–to-exceed amount of $4,996,800 for the PROJECT costs allocated to the City as specified in Attachment A, "Project Funding Table", attached

to and made part of this Agreement. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by CITY unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement;

8. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.

9. To prepare a final accounting of expenditures, including a final invoice for any remaining balance of SANBAG's portion of the final actual PROJECT costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to AUTHORITY. The accounting shall include a certification that all PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities.

10. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at its option, upon completion of the PROJECT work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.

11. To reimburse AUTHORITY for any costs that are determined by subsequent audit to have been incorrectly charged to SANBAG. Payment shall be made within ninety (90) calendar 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 fails to reimburse monies due AUTHORITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the AUTHORITY reserves the right to withhold future payments due CITY for any purpose from any source under AUTHORITY's control.

12. CITY prior to commencing work of the construction phase of the PROJECT, shall provide the AUTHORITY with a proposed project schedule to complete the PROJECT for review and approval.

13. To prepare and present for SANBAG's approval a Public Outreach and Information Plan for the project; and after SANBAG's approval to be responsible for providing all information to the public regarding the PROJECT's construction in accordance with the approved Public Outreach and Information Plan. In accordance with the approved Plan, CITY will provide the necessary information as needed to keep the public informed of the status, progress, and closures, with coordination with AUTHORITY.

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SECTION II

AUTHORITY AGREES:

1. To be responsible for a not-to-exceed amount of $4,638,000 for the total PROJECT costs as specified in Attachment A.

2. To designate a staff member that will be AUTHORITY's representative in attending PROJECT meetings, receiving day to day communication, and reviewing PROJECT documents.

3. To complete review and provide comments on PROJECT documents within 30 days of receiving the review request from CITY.

SECTION III

IT IS MUTUALLY AGREED:

1. The scope of the PROJECT, as described in this Agreement and shown in Attachment B "Project Scope", attached to and incorporated into this Agreement, shall include improvements that will correct a 22 foot offset at Redlands Boulevard and Alabama Street and correct the existing configuration at Redlands Boulevard and Colton Avenue by realigning and signalizing the intersection. In addion, the associated highway-rail at-grade crossings at Alabama Street and Colton Avenue will be enhanced to meet current California Public Utility Commission requirements and to accommodate for the future Redlands Passenger Rail Project. Any work beyond what is necessary for the PROJECT shall be part of an independent separate project agreement between the Parties and the terms and conditions of this cooperative Agreement shall not apply.

2. CITY shall submit all PROJECT design work to AUTHORITY for review and approval prior to final design documents. AUTHORITY's corrections and comments shall be incorporated into the final design documents.

3. All Project work within SANBAG's right-of-way shall be subject to inspection and approval by SANBAG and CITY shall comply with any instructions for corrections issued by SANBAG.

4. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT specific work activities as described in this Agreement and Attachment B, "Project Scope".

5. In the event CITY determines PROJECT work may exceed the not to exceed amount identified in Section II, Paragraph 1, CITY shall inform AUTHORITY of this

DRAFT

determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.

6. The CITY is the PROJECT roadway operator and maintainer of the existing and proposed roadway improvements and this Agreement does not transfer ownership of roadway improvements to AUTHORITY nor does it transfer any legal responsibilities or liabilities associated with ownership, operation and maintenance of the existing and future improvements. AUTHORITY is the railroad owner and operator and maintainer of the existing and proposed railroad right of way and improvements and this Agreement does not transfer ownership of the railroad right of way or improvements nor does it transfer any legal responsibilities or liabilities associated with ownership, operation and maintenance of the railroad right of way or existing or future railroad improvements.

7. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, costs (including without limitation, attorney's fees, court costs, discovery costs and expert witness fees), liabilities, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

8. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, costs (including without limitation, attorney's fees, court costs, discovery costs and expert witness fees), liabilities, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.

9. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by AUTHORITY.

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10. This Agreement shall terminate upon completion of PROJECT obligations of AUTHORITY and CITY and the completion of required PROJECT deliverables and construction to the CITY, or on December 31, 2015, which ever is first to occur. The indemnities contained in paragraphs 6 and 7 above shall survive termination of this Agreement except for breach by either Party by termination under paragraph 10 above.

11. This Agreement shall not be terminated without written consent of all Parties.

12. Except on subjects preempted by federal law, this Agreement shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws, regulations and ordinances with respect to performance under this Agreement.

15. The Parties agree that each Party and any authorized representative of a Party designated in writing to the other Party, upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of three (3) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.

13. If any clause or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.

14. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.

15. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 6 and 7 of this Section.

16. This Agreement may be signed in counterparts, each of which shall constitute an original.

17. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below:

If to CITY:

Donald Young
Principal Project Manager
City of Redlands
Post Office Box 3005
30 Cajon Street, Suite 15A
Redlands, CA 92373

DRAFT

Telephone: (909) 884-8276
Fax: (909) 885-4407

If to AUTHORITY: Justin Fornelli, PE
Chief of Transit and Rail Programs
San Bernardino Associated Governments
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410
Telephone: (909) 884-8276
Fax: (909) 885-4407

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the date first written above and is effective on the date signed by AUTHORITY.

SIGNATURES ON FOLLOWING PAGE:

DRAFT

San Bernardino County
Transportation Authority

By: _____
Bill Jahn, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Jeffery Hill
Contract Administrator

City of Redlands

By: _____
Pete Aguilar, Mayor
City of Redlands

Date: _____

APPROVED AS TO FORM:

By: _____

DRAFT

C14058

Attachment A

PROJECT Funding Table:

Expenses		City	SANBAG
Design			
Road Design - Alabama	$450,000	$450,000	
Road Design - Colton	$400,000	$400,000	
Design Oversight	$125,000	$125,000	
Rail Design - Alabama	$43,000		$43,000
Rail Design - Colton	$38,000		$38,000
Construction			
Road Construction - Alabama	$3,080,000	$1,980,000	$1,100,000
Road Construction - Colton	$2,310,000	$1,100,000	$1,210,000
Rail Construction - Alabama	$863,500		$863,500
Rail Construction - Colton	$781,000		$781,000
Right-of-Way			
Appraisal	$55,000	$55,000	
Acquisition	$50,000	$50,000	
Project Management	$784,300	$509,300	$275,000
Contingency	$655,000	$327,500	$327,500
TOTAL	**$9,634,800**		
	$10,559,800	$4,996,800	$4,638,000

Funding Sources		
City Measure I	$	2,000,000
City Local Transportation	$	996,800
City DIF	$	1,000,000
SLPP	$	1,000,000
Total City funding on hand	$	4,996,800
SANBAG	$	4,638,000
TOTAL	**$**	**9,634,800**

Attachment B

PROJECT SCOPE

The Redlands / Alabama project in the City of Redlands consists of street and public utility improvements for approximately 3,500 linear feet of street including medians and two railroad crossings. The proposed project is located within the East Valley Corridor Specific Plan and fits within its guidelines to facilitate industrial, commercial, and residential development in an orderly and aesthetic manner. The proposed project consists of improvements to Redlands Boulevard, Alabama Street, and Colton Avenue, including modifications to existing public highway-rail at-grade crossings at Alabama Street and Colton Ave.

The specifics of the improvement are as follows: Alabama Street will be improved to an ultimate six lane road from Industrial Park Avenue to 500 feet south of Redlands Boulevard, including dual left turn lanes for northbound and southbound traffic. The project includes the installation of a raised and landscaped median and a continuous sidewalk and parkway on either side of the roadway. Redlands Boulevard will be improved to an ultimate six lane road from 800 feet west of Alabama Street to 500 feet east of the new Colton intersection. The project includes the installation of a raised and landscaped median and a continuous sidewalk and parkway on either side of the roadway. Colton Avenue will be improved to a four lane road and re-aligned to intersect Redlands Boulevard in a "T" style intersection. The project includes the installation of a raised median island and improvements to match the existing road approximately 500 feet east of Tri-City Center Drive. The grade and elevation of both roadways will be configured to accommodate future double tracking through the reconfigured railroad crossings and consistent with SANBAG plans for such work.

The project will include a new eight-phase traffic signal with interconnectivity at the intersections of Redlands Boulevard and Alabama Street, Industrial Park Avenue and Alabama Street, and the "T" intersection of Redlands Boulevard and Colton Avenue. Each traffic signal controller at these intersections, due to their proximity to the adjacent rail right-of-way, shall be interconnected with railroad signal controls to allow for railroad preemption of the traffic signals upon the approach of trains to these at-grade crossings. The at-grade crossings at Alabama Street and Colton Avenue will be improved as a part of the proposed project, accommodating the realigned roadways and future double tracking through the crossings, including new automatic warning devices and drainage improvements. New concrete crossing materials will be installed and the existing track structure will be replaced with a new track structure that matches the future alignment of the proposed rail service. Improvements at both crossings will meet California Public Utilities Commission (CPUC) requirements, including installation of safety warning devices and related regulatory approvals by the CPUC.

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 36

Date: November 6, 2013

Subject: I-10 and I-15 Corridor Improvement Projects – Update

Recommendation:*

1. Receive the I-10 and I-15 Corridor Improvement Projects Equity Study final report.

2. Receive other information on the I-10 and I-15 Corridor Improvement Projects.

Background:

Recommendation 1: The findings of the Equity Study were shared with the Board at the I-10 and I-15 Workshop held on October 10th and with the Community Advisory Groups during the week of October 13th. The last tasks to finalize the study are underway and should be completed by the end of this month. With this, the final report will be distributed and presented at the November Board meeting.

Recommendation 2: "Right-Sized" Project – At the September Board meeting, an item was presented that discussed the need to reduce the scope of the corridor projects in order for them to be economically viable. The current scope reduction to "right size" the projects included the deletion of the direct express lane connectors at the I-10/I-15 interchange for a savings of $517 million and constructing one express lane each direction instead of two on the I-15 from Sierra Avenue to the I-215 Junction for a savings of $92 million.

The Traffic & Revenue study and the financial analysis for I-15 was split into two segments in order to be in compliance with Measure I. The first segment that falls within the San Bernardino Valley subarea is from SR-60 to the Devore

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1311a-gc

Interchange. The second segment falls within the Cajon Pass subarea and is from the Devore Interchange to US-395.

The financial analysis, which was completed separately for both of the segments, found that the reduction from two to one lane in each direction was needed to make the Valley segment financially viable. Since the workshop, more consideration has been given to finding a way to finance two lanes in each direction for the length of the I-15 project. An analysis is currently underway to see if the Cajon segment has the ability to finance the second lane each direction from Sierra Avenue to the Devore Junction. This change would be in compliance with the Measure, as no Measure funds are being utilized on the Cajon segment. The findings of this analysis will be presented at the Board meeting.

Direction to be requested at the December Board meeting – The information provided at the Board Workshop demonstrated that a viable design has been developed for the Express Lane alternative for the I-10 and I-15 corridors and the traffic & revenue study plus the financial analysis have demonstrated that the financing plan is viable. In addition, the findings of the Equity Study addressed the concerns about the impacts express lanes have on low income populations who utilize these corridors. Lastly, a robust public outreach has been conducted to inform the public of the proposed improvements and receive their feedback. The remaining component that needs to be completed to make the final determination on the selected alternative is the environmental studies and approval. The continuing studies will assist the Board and/or Committee in making policy decisions.

There are additional future decision points during the environmental process where Board direction will be sought. These include the selection of a Locally Preferred Alternative which occurs after the completion of the technical studies, the selection of the Preferred Alternative, and the selection of the Preferred Alternative to be constructed which occurs after responding to public comments and prior to the approval of the environmental document.

The I-10 Corridor Improvement project environmental technical studies are well underway, but there is still a lot of work to be completed to obtain environmental approval scheduled for 2017. If the express lane alternative is selected there are additional tasks that need to be completed to allow the design-build construction contract procurement to proceed. Some of the tasks include obtaining State legislation for tolling and design-build, lease agreements with Caltrans, an agreement with FHWA, and updating the traffic & revenue and financial analysis (investment grade study) prior to the bonds being sold. In other words, there is a lot of work to be completed prior to the I-10 improvement project proceeding to construction.

The I-15 Corridor Improvement project preliminary engineering is wrapping up which will be documented in a Project Study Report. As you know, due to lack of

funding, the only build alternative being considered on this corridor is the Express lane. To determine the environmental viability of the proposed improvements, the environmental phase needs to commence.

In summary, the direction staff will be seeking in December is:

- I-10 Corridor Improvement Project - Complete the engineering and environmental studies for the High Occupancy Vehicle and the Express Lane alternatives.

- I-15 Corridor Improvement Project – Commence the preliminary engineering and environmental phase. The first order of work will be the preparation of a Request for Proposal for such services.

Financial Impact: This item has no impact to the current SANBAG Fiscal Year 2013/2014 budget.

Reviewed By: This item has not received prior policy committee or technical advisory committee review.

Responsible Staff: Garry Cohoe, Director of Project Delivery

AGENCY REPORTS

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

Members of the Governing Board:

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

Michael D. Antonovich
Supervisor, Fifth District
County of Los Angeles

Ben Benoit
Councilmember, Wildomar
Cities of Riverside County

John J. Benoit
Supervisor, Fourth District
County of Riverside

Joe Buscaino
Councilmember, 15th District
City of Los Angeles

Michael A. Cacciotti
Councilmember, South Pasadena
Cities of Los Angeles County/
Eastern Region

Josie Gonzales
Supervisor, Fifth District
County of San Bernardino

Joseph K. Lyou, Ph.D.
Governor's Appointee

Judith Mitchell
Mayor Pro Tem, Rolling Hills Estates
Cities of Los Angeles County/
Western Region

Shawn Nelson
Supervisor, Fourth District
County of Orange

Dr. Clark E. Parker, Sr.
Senate Rules Appointee

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

October 9, 2013

To: Mayors and Councilmembers

From: Dennis R. Yates
Mayor, City of Chino
Vice Chairman, South Coast AQMD Governing Board /
Representative, Cities of San Bernardino County

Below are the agenda items and outcomes of the October 4, 2013 SCAQMD Governing Board meeting, and a preview of item(s) for discussion at the November 1, 2013 meeting.

PUBLIC HEARING ITEMS AT OCTOBER 4 BOARD MEETING:

No Public Hearing Items were on the agenda.

PUBLIC HEARING(S) TENTATIVELY SET FOR NOVEMBER BOARD MEETING:

Amend Rule 1146 – Emissions of Oxides of Nitrogen from Industrial, Institutional, and Commercial Boilers, Steam Generators, and Process Heaters; and Rule 1146.1 – Emissions of Oxides of Nitrogen from Small Industrial, Institutional, and Commercial Boilers, Steam Generators, and Process Heaters

The proposed amendments to Rules 1146 and 1146.1 will address a SIP approvability issue related to rule enforceability raised by U.S. EPA Region IX. Also proposed are rule clarifications. None of the proposed changes will affect rule emission limits.

c:/Docs/Remarks/Yates/Yates_100913 newsltr

Cleaning the air that we breathe...™

Clean Transportation
Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting on September 19, 2013. The MSRC's next meeting is scheduled for Thursday, October 17, 2013, at 2:00 p.m. in Conference Room CC8.

Meeting Minutes Approved
The MSRC unanimously approved the minutes from its August 15, 2013 meeting.

Approve Technical Advisor Services Contract
In June 2013, the MSRC released an RFP to solicit Technical Advisor services for a two-year term with an option clause for an additional two-year term. Three proposals were received and evaluated by a panel of the MSRC's Technical Advisory Committee (MSRC-TAC). The MSRC-TAC unanimously recommended awarding the contract to Raymond Gorski, and the MSRC approved the recommendation on September 19, 2013. The award is for a two-year period from October 1, 2013 and ending September 30, 2015, in the amount of $294,700, with a one-time two-year option including a 1.7% COLA subject to MSRC and SCAQMD approval and additional funding allocation. Of the $294,700 amount, 75% ($221,025) will come from the respective FY work programs, and 25% ($73,675) will come from the respective Administrative Budgets. The SCAQMD Board will consider this award at its October 4, 2013 meeting.

Next Steps for Signal Synchronization Program
One element of the MSRC's FYs 2012-14 Work Program is a program to accelerate the implementation of traffic signal coordination and synchronization projects throughout the region. The MSRC seeks to partner with County Transportation Commissions (CTCs), either in their own right or on behalf of their member cities, county, and possibly regional Caltrans District, to allow traffic flow improvement projects to be implemented sooner, on a broader scale, and with better inter-jurisdictional coordination. The MSRC views

the CTCs as the appropriate partners because the CTCs typically solicit and co-fund the majority of such projects within their respective regions. The MSRC has allocated $5 million to the CTC Partnership Program, with each CTC eligible for a maximum of $1.25 million. In order to provide guidance to CTCs in requesting funding, the MSRC has developed an Invitation to Negotiate (ITN). The ITN lays out the necessary proposal elements and sets a timeframe from September 19, 2013 to January 31, 2014 for proposal submission. Any awards made by the MSRC will be submitted to the SCAQMD Board for consideration as sole-source awards at that time.

Contract Modification Requests

The MSRC considered four contract modification requests and took the following actions:

1. For (pending) Los Angeles Unified School District Contract #MS11073, which currently would provide $175,000 towards the expansion of an existing limited-access CNG station, approval to substitute two additional slow-fill posts for one fast-fill dispensing unit;
2. For (pending) Valley Music Travel Contract #MS12070, which currently would provide $99,000 towards the implementation of a long-distance shuttle from Los Angeles International Airport to the 2013 Coachella Festival, approval to modify the implementation schedule to provide service to the 2014 Coachella Festival;
3. For City of Long Beach Contract #ML09036, which currently provides $875,000 for the purchase of 35 heavy-duty natural gas vehicles, approval of a two-year no-cost term extension; and
4. For (pending) Los Angeles Metropolitan Transportation Authority Contract #MS14001, which currently would provide $1,169,000 towards the implementation of clean fuel transit service to Dodger Stadium for 2013 pre-season and regular season Dodger games, approval to expand the duration of the service to cover up to 10 additional, post-season games, as well as a $58,450 increase in the funding award.

The SCAQMD Board will consider the above contract modifications for Valley Music Travel and Los Angeles Metropolitan Transportation Authority at its October 4, 2013 meeting.

Received and Approved Final Reports

The MSRC received and approved five final report summaries this month, as follows:

1. VSP Parking Contract #MS12036, which provided $50,000 towards the purchase of two medium-heavy duty vehicles;

2. Silverado Stages, Inc. Contract #MS12025, which provided $150,000 towards the purchase of six medium-heavy duty vehicles;
3. Waste Management Collection and Recycling, Inc. Contract #MS12006, which provided $75,000 to modify their Baldwin Park maintenance facility to accommodate gaseous-fueled vehicles;
4. USA Waste of California, Inc. Contract #MS12005, which provided $75,000 to modify their Long Beach maintenance facility to accommodate gaseous-fueled vehicles; and
5. Southern California Regional Rail Authority Contract #MS12068, which provided $57,363 to implement special Metrolink service to the Auto Club Speedway in Fontana.

A two-page summary of each closed project can be viewed in the electronic library on the MSRC's website at www.CleanTransportationFunding.org.

Contracts Administrator's Report
The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2004-05 through the present.

ADDITIONAL INFORMATION

SANBAG Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	J. Harrison	J. Harrison		
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson		D, Robertson	
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton			P. Eaton
District 10 (Chino, Chino Hills, Ontario)	E. Graham		E. Graham	
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	R. McEachron			R. McEachron
San Bernardino County	G. Ovitt			G. Ovitt
†SANBAG Acting as County Transportation Commission	A. Wapner			A. Wapner
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Julie McIntyre Ray Musser Ed Paget	Diane Williams Vacant (James Ramos)	F. Navarro B. Stanton

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †SANBAG's Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a $120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SANBAG President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee and Board Study Session Chairs are included in this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of $25,000 with notification to the Board of Directors.	L. Dennis Michael, Rancho Cucamonga, Vice President (Chair) Bill Jahn, Big Bear Lake, President (Vice Chair) Janice Rutherford, Supervisor, Past President West Valley L. Dennis Michael, Rancho Cucamonga Ed Graham, Chino Hills Dennis Yates, Chino Gary Ovitt, Supervisor East Valley Pat Morris, San Bernardino (Chair - CRTC) Richard Riddell, Yucaipa (Chair – MVSS) Larry McCallon, Highland James Ramos, Supervisor Mountain/Desert Edward Paget, Needles (Chair - MDC) Bill Jahn, Big Bear Lake Jim Harris, Twentynine Palms Robert Lovingood, Supervisor	6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014
Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Morris, San Bernardino* (Chair) Paul Eaton, Montclair* (Vice Chair) Pete Aguilar, Redlands Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland** L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland James Ramos, Supervisor Richard Riddell, Yucaipa Alan Wapner, Ontario**	Indeterminate (6/30/2014) Indeterminate (6/30/2014) 12/31/2014 12/31/2013 12/31/2013 Indeterminate 12/31/2013 12/31/2013 12/31/2014 12/31/2014 Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Edward Paget, Needles (Chair) Ryan McEachron, Victorville, (Vice Chair) Curt Emick, Apple Valley Jim Harris, Twentynine Palms George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Robert Lovingood, Supervisor Julie McIntyre, Barstow James Ramos, Supervisor Janice Rutherford, Supervisor Cari Thomas, Adelanto	Indeterminate (6/30/2014) Indeterminate (6/30/2014) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SANBAG Office
Commuter Rail & Transit Committee	Third Thursday, 12:00 noon, SANBAG Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Apple Valley

NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.	Board of Directors Richard Riddell, Yucapa (Chair) Michael Tahan, Fontana (Vice Chair)	 6/30/2014 6/30/2014

Meeting Time: Second Thursday, 9:00 a.m., SANBAG Office

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provison of the Expenditure Plan and Ordinance No. 04-01.	The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation. The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.	Richard Haller Rod Johnson Norman Orfall Craig Scott Larry Sharp Ray Wolfe, Ex-Officio In addition to the appointed members, the SANBAG Executive Director will serve as an ex officio member.	12/31/16 12/31/16 12/31/14 12/31/14 12/31/14

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Audit Subcommittee of the General Policy Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the General Policy Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.	The responsibilities of the Audit Subcommittee shall be to: • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.	Audit Subcommittee (for FY 2012-2013 Audit) - SANBAG President – Bill Jahn, Big Bear Lake - Vice President – L. Dennis Michael, Rancho Cucamonga - Immediate Past President – Janice Rutherford, Supervisor - Presidential Appointment – Walt Stanckiewitz, Grand Terrace
Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.	Review and provide guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.	Pat Morris, San Bernardino, Chair Larry McCallon, Highland Richard Riddell, Yucaipa
Bylaws In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's bylaws and recommend changes to modernize SANBAG's governance document.	Review SANBAG's bylaws and make recommendations to the Board on any necessary changes.	Rhodes "Dusty" Rigsby, Loma Linda - Chair Mike Leonard, Hesperia Larry McCallon, Highland Pat Morris, San Bernardino
Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG's budget to elected officials and the general public.	Review SANBAG's budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.	Ray Musser, Upland – Chair Mike Podegracz, P.E. – City Manager, City of Hesperia Sam Racadio – Council Member, City of Highland Kevin Ryan - Principal Transportation Planner, City of Fontana
Contracting Process In July 2012, the SANBAG Board President appointed this ad hoc committee to strengthen SANBAG's procurement policies and procedures.	Review SANBAG's contracting policies and procedures and make recommendations to improve them.	Michael Tahan, Fontana - Chair Robert Lovingood, Supervisor Julie McIntyre, Barstow Walt Stanckiewicz, Grand Terrace Alan Wapner, Ontario Dennis Yates, Chino

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Legislative In March 2013, the SANBAG Board President appointed this ad hoc committee. This committee will consist of the SANBAG Board Officers.	Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.	President – Bill Jahn, City of Big Bear Lake Vice President – L. Dennis Michael, Rancho Cucamonga Immediate Past President – Janice Rutherford, Supervisor
Right of Way In February 2013, the SANBAG Board President appointed this ad hoc committee.	Review Right of Way policies and make recommendations on changes and signature authority limits.	Curt Emick, Apple Valley James Ramos, Supervisor Deborah Robertson, Rialto Michael Tahan, Fontana
Transit Review Ad Hoc Committee In July 2013, the SANBAG Board President appointed this ad hoc committee.	Review transit agency efficiencies and maximize transit funding.	Janice Rutherford, Supervisor – Chair Jim Harris, Twentynine Palms Robert Lovingood, Supervisor Ryan McEachron, Victorville L. Dennis Michael, Rancho Cucamonga Dusty Rigsby, Loma Linda Alan Wapner, Ontario

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.	SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SANBAG.
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1) Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4) Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.	Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.	The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff. Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT, at SANBAG.

SANBAG Acronym List

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
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21st 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

Governments
SANBAG
Working Together

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