



San Bernardino Associated Governments

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

Mountain/Desert Policy Committee

January 16, 2015

9:30 AM

Location

Town of Apple Valley

14975 Dale Evans Parkway, Apple Valley, CA 92307

Mountain/Desert Policy Committee Membership

Chair

*Ryan McEachron, Council Member
City of Victorville*

*Bill Jahn, Mayor Pro Tem
City of Big Bear Lake*

*George Huntington, Mayor
Town of Yucca Valley*

*Vacant
City of Adelanto*

*Mike Leonard, Council Member
City of Hesperia*

*Robert Lovingood
Board of Supervisors*

*Curt Emick, Council Member
Town of Apple Valley*

*Ed Paget, Mayor
City of Needles*

*James Ramos
Board of Supervisors*

*Julie McIntyre, Mayor
City of Barstow*

*Vacant
City of Twentynine Palms*

*Janice Rutherford
Board of Supervisors*

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

AGENDA

Mountain/Desert Policy Committee

**January 16, 2015
9:30 AM**

**Location
Town of Apple Valley
14975 Dale Evans Parkway, Apple Valley, CA 92307**

CALL TO ORDER

(Meeting Chaired by Ryan McEachron)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications – Alicia Johnson

Possible Conflict of Interest Issues for the Mountain/Desert Policy Committee Meeting of January 16, 2015

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.

1. Information Relative to Possible Conflict of Interest

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

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

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Members.

2. Construction Contract Change Orders to on-going SANBAG Construction Contracts in the Mountain/Desert region with Security Paving Company, Inc.

Receive and file change order report.

Garry Cohoe

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

DISCUSSION ITEMS

Discussion - Administrative Matters

3. Election of Mountain/Desert Policy Committee Vice Chair

That the Committee conduct an election for a committee member to serve as Vice Chair of the SANBAG Mountain/Desert Policy Committee for the remainder of Fiscal Year 2014/2015.

Andrea Zureick

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

Discussion - Project Delivery

4. Major Project Overview

Receive an overview update of the Major Projects Program.

Garry Cohoe

This item is also scheduled for review by the Board of Directors Metro Valley Study Session on January 15, 2015.

5. I-15 Rancho Road Interchange January Update

That the Mountain/Desert Policy Committee receive an update on the I-15 Rancho Road Interchange Project.

Garry Cohoe

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

Discussion - Transportation Programming and Fund Administration

6. Geographic Equity in Distribution of Proportional Shares of State and Federal Funds

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Commission, adopt Policy No. 40023, Determination of Proportional Shares of State and Federal Funds between Subareas, concerning the distribution and monitoring of State and Federal funds between Subareas.

Andrea Zureick

This item is scheduled for review by the Board of Directors Metro Valley Study Session on January 15, 2015. The draft policy has been reviewed and concurred with by the Transportation Technical Advisory Committee on September 29, 2014, and the City/County Manager Technical Advisory Committee on October 2, 2014.

7. New Project Funding Agreement for Yucca Loma Road in the Town of Apple Valley

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

A. Allocate \$3,597,480.00 in Victor Valley Major Local Highway Program funds to the Town of Apple Valley for the Yucca Loma Road Project.

B. Approve Funding Agreement 15-1001116 in the amount of \$3,597,480.00 with the Town of Apple Valley for the Yucca Loma Road Project.

C. Approve a budget amendment to increase Task 0516 Measure I Mountain/Desert Apportionment and Allocations with \$3,597,480.00 from Measure I Victor Valley Fund – Major Local Highway Bond.

Ellen Pollema

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item and the draft agreement.

8. Allocation to North First Avenue Overhead Bridge over the BNSF Railroad and Project Funding Agreement

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

A. Allocate \$4,927,092 in North Desert Subarea Major Local Highway Program funds to the City of Barstow for the North First Avenue Overhead Bridge over the BNSF Railroad Bridge No. 54C-0088 Project.

B. Approve Funding Agreement 15-1001119 in the amount of \$4,927,092 with the City of Barstow for the North First Avenue Overhead Bridge over the BNSF Railroad Bridge No. 54C-0088 Project.

C. Approve a budget amendment to increase Task 0516, Measure I Mountain/Desert Apportionment and Allocations with \$65,000 of 4330 – North Desert Subarea Major Local Highway Program funds.

Ellen Pollema

This item is not scheduled for review by any other policy committee or technical advisory committee. This item and the draft agreement have been reviewed by SANBAG General Counsel.

9. Allocation to North First Avenue Bridge over the Mojave River and Project Funding Agreement

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

A. Allocate \$3,178,871 in North Desert Subarea Major Local Highway Program funds to the City of Barstow for the North First Avenue Bridge over the Mojave River, Bridge No. 54C-0089 Project.

B. Approve Funding Agreement 15-1001118 in the amount of \$3,178,871 with the City of Barstow for the North First Avenue Bridge over the Mojave River, Bridge No. 54C-0089 Project.

C. Approve a budget amendment to increase Task 0516 Measure I Mountain/Desert Apportionment and Allocations by \$150,000 from 4330 - North Desert Subarea Major Local Highway Program funds.

Ellen Pollema

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item and the draft agreement.

10. Memorandum of Understanding concerning US 395 and State Route 58

That the Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission, approve technical corrections to Contract C14066, the Eastern California Transportation Planning Partnership Memorandum of Understanding.

Ellen Pollema

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

Comments from Board Members

Brief comments from Board Members

Public Comment

Brief comments by the General Public

ADJOURNMENT

Additional Information

Attendance

SANBAG Entities

Meeting Procedures and Rules of Conduct

General Practices for Conducting Meetings

Acronym List

Mission Statement

The next Mountain/Desert Policy Committee Meeting will be February 20, 2015

Complete packages of the SANBAG 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

- 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: January 16, 2015

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:

Item No.	Contract No.	Principals & Agents	Subcontractors
		<i>None at this time</i>	

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.

Responsible Staff:
 Andrea Zureick, Director of Fund Administration

Approved
 Mountain-Desert Committee
 Date: January 16, 2015
 Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE

-
- 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: 2

Date: *January 16, 2015*

Subject:

Construction Contract Change Orders to on-going SANBAG Construction Contracts in the Mountain/Desert region with Security Paving Company, Inc.

Recommendation:

Receive and file change order report.

Background:

Of SANBAG's two on-going Construction Contracts in the Mountain/Desert region, there have been no Construction Change Orders (CCO's) approved since the last reporting to the Mountain/Desert Policy Committee.

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No. 0890.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Mountain-Desert Committee
Date: January 16, 2015

Witnessed By:

Entity: CMA

Minute Action

AGENDA ITEM: 3

Date: *January 16, 2015*

Subject:

Election of Mountain/Desert Policy Committee Vice Chair

Recommendation:

That the Committee conduct an election for a committee member to serve as Vice Chair of the SANBAG Mountain/Desert Policy Committee for the remainder of Fiscal Year 2014/2015.

Background:

As a result of the recent changes to the SANBAG Board membership, the Mountain/Desert Policy Committee Vice Chair position has become vacant. This item provides for an election to be conducted, which will identify the Vice Chair of the Committee to serve until June 30, 2015. A complete listing of SANBAG policy committees, membership, and chairs is attached to this item for reference.

Although it is not necessary or required for the Vice Chair to assume the position of Chair at the conclusion of the term, if this were to occur, the duties of the Chair include participation in legislative advocacy efforts; serving on the General Policy Committee; representing SANBAG at public events; and representing Policy Committee recommendations at SANBAG Board meetings.

Financial Impact:

This item has no impact on the Fiscal Year 2014/2015 SANBAG budget.

Reviewed By:

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
 Mountain-Desert Committee
 Date: January 16, 2015

Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>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.</p>	<p>Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors.</p>	<p>Ryan McEachron, Victorville, Vice President (Chair) L. Dennis Michael, Rancho Cucamonga, President (Vice Chair) Bill Jahn, Big Bear Lake, Past President <u>West Valley</u> L. Dennis Michael, Rancho Cucamonga Paul Eaton, Montclair (Chair – CRTCC) Michael Tahan, Fontana (Chair – MVSS) Janice Rutherford, Supervisor <u>East Valley</u> Larry McCallon, Highland Dick Riddell, Yucaipa Rhodes “Dusty” Rigsby, Loma Linda James Ramos, Supervisor <u>Mountain/Desert</u> Bill Jahn, Big Bear Lake Ryan McEachron, Victorville, Vice President (Chair - MDC) Jim Harris, Twentynine Palms Robert Lovingood, Supervisor</p>	<p>6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015</p>
<p>Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member</p>	<p>Paul Eaton, Montclair* (Chair) James Ramos, Supervisor**(Vice Chair) Jon Harrison, Redlands Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland* L. Dennis Michael, Rancho Cucamonga Deborah Robertson, Rialto Ray Musser, Upland Dick Riddell, Yucaipa Alan Wapner, Ontario**</p>	<p>Indeterminate (6/30/2015) Indeterminate (6/30/2015) 12/31/2016 12/31/2015 12/31/2015 Indeterminate 12/31/2015 12/31/2014 12/31/2015 12/31/2014 Indeterminate</p>

Attachment: SANBAG Policy Committee Membership (1557 : Election of Committee Vice-Chair)

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Mountain/Desert Committee Membership consists of 12 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion.</p> <p>The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.</p>	<p>Ryan McEachron, Victorville (Chair) Cari Thomas, Adelanto (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 Edward Paget, Needles James Ramos, Supervisor Janice Rutherford, Supervisor</p>	<p>Indeterminate (6/30/2015) Indeterminate (6/30/2015) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate</p>

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SANBAG Office
Commuter Rail & Transit Committee	Third Thursday, 10:00 a.m., 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
<p>Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.</p>	<p>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.</p>	<p>Board of Directors Michael Tahan, Fontana (Chair) Ray Musser, Upland (Vice Chair)</p>	<p>6/30/2015 6/30/2015</p>

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
<p>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 provision of the Expenditure Plan and Ordinance No. 04-01.</p>	<p>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.</p> <p>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.</p>	<p>Richard Haller Rod Johnson Norman Orfall Craig Scott Larry Sharp Ray Wolfe, Ex-Officio</p> <p>In addition to the appointed members, the SANBAG Executive Director will serve as an ex officio member.</p>	<p>12/31/16 12/31/16 12/31/18 12/31/18 12/31/18</p>

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>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.</p>	<p>The responsibilities of the Audit Subcommittee shall be to:</p> <ul style="list-style-type: none"> • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit. 	<p>Audit Subcommittee (for FY 2013/2014 Audit) - SANBAG President – L. Dennis Michael, Rancho Cucamonga - Vice President – Ryan McEachron, Victorville - Immediate Past President – Bill Jahn, Big Bear Lake - Presidential Appointment – Walt Stanckiewicz, Grand Terrace</p>
<p>Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.</p>	<p>Review and provide guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.</p>	<p>Larry McCallon, Highland Dick Riddell, Yucaipa</p>
<p>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.</p>	<p>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.</p>	<p>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</p>
<p>Express Lanes Ad Hoc Committee In November 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>The purpose is to consider uses for anticipated toll revenue in excess of that needed to cover bond debt over the long-term.</p>	<p>Alan Wapner, Ontario – Chair Josie Gonzales, Supervisor Mike Leonard, Hesperia Robert Lovingood, Supervisor Larry McCallon, Highland Ryan McEachron, Victorville L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Dusty Rigsby, Loma Linda Deborah Robertson, Rialto Janice Rutherford, Supervisor Michael Tahan, Fontana</p>

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Legislative In March 2013, the SANBAG Board President appointed this ad hoc committee.</p> <p>This committee will consist of the SANBAG Board Officers.</p>	<p>Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.</p>	<p>President – L. Dennis Michael, Rancho Cucamonga Vice President – Ryan McEachron, Victorville Immediate Past President – Bill Jahn, City of Big Bear Lake</p>
<p>Transit Review Ad Hoc Committee In July 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Review transit agency efficiencies and maximize transit funding.</p>	<p>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</p>

Attachment: SANBAG Policy Committee Membership (1557 : Election of Committee Vice-Chair)

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.</p>	<p>SANBAG’s Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.</p>
<p>City/County Manager’s Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator’s Office and the city manager or administrator from each city and town in the County.</p>	<p>SANBAG’s City/County Manager’s Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG’s member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.</p>	<p>Meets on the first Thursday of each month at 10:00 AM, at SANBAG.</p>
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities: (1) Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4) Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.</p>	<p>Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.</p>
<p>Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).</p>

Attachment: SANBAG Policy Committee Membership (1557 : Election of Committee Vice-Chair)

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Project Development Teams	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff.</p> <p>Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	Varies with the PDT, at SANBAG.

Attachment: SANBAG Policy Committee Membership (1557 : Election of Committee Vice-Chair)

Minute Action

AGENDA ITEM: 4

Date: *January 16, 2015*

Subject:

Major Project Overview

Recommendation:

Receive an overview update of the Major Projects Program.

Background:

The Proposition 1B Major Projects, which consist of projects funded by the CMIA program and the TCIF program, are either completed or under construction. Given this, and since it is the start of a new year, staff thought it would be an opportune time to provide an overview of the Major Project Program at a program level. This overview probably should have occurred before we provided you at the last few Metro Valley Study Sessions with project specific updates on the various major projects under construction.

Currently, 37 projects are under development for a total value of \$5 Billion. Fourteen projects have received \$354 Million of Proposition 1B funds, with a total project value of \$1.29 Billion. And nine major projects, at a value of \$817 Million have been completed and opened to the public in the last five years.

Financial Impact:

This item imposes no financial impact.

Reviewed By:

This item is also scheduled for review by the Board of Directors Metro Valley Study Session on January 15, 2015.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
 Mountain-Desert Committee
 Date: January 16, 2015

Witnessed By:

Entity: CTA, CTC

Minute Action

AGENDA ITEM: 5

Date: January 16, 2015

Subject:

I-15 Ranchero Road Interchange January Update

Recommendation:

That the Mountain/Desert Policy Committee receive an update on the I-15 Ranchero Interchange Project.

Background:

The I-15 Ranchero Interchange project had a major setback on May 5, 2014 when the bridge falsework was destroyed by a fire. By the end of May a detailed plan to mitigate the delay and expedite completion by the end of the year was developed. An update on the progress of the project will be shared during the Mountain/Desert Policy Committee meeting.

On September 18, 2014, the contractor completed the stem and soffit pour. On October 20th and 23rd the bridge deck concrete was placed. Post-tensioning of the bridge and Edison pulling of cables to energize the new signals was completed in early December. Construction of the bridge concrete barrier rails, slope paving, rock blankets and final roadway closure pours and electrical work associate with the traffic signals are ongoing this month. Final paving of the ramps and striping will be completed in early February 2015. Change order work requested by Caltrans and the City of Hesperia is ongoing. Change order work to add City requested retaining walls on Ranchero Road is scheduled to start in mid-January and take 8 weeks.

Based on this schedule and the added work, the contractor expects to open the bridge to traffic on or about February 19th with all work completed by the end of March 2015.

Financial Impact:

This item has no financial impact on the Fiscal Year 2013/2014 budget.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
 Mountain-Desert Committee
 Date: January 16, 2015

Witnessed By:

Entity: CTC

Minute Action

AGENDA ITEM: 6

Date: *January 16, 2015*

Subject:

Geographic Equity in Distribution of Proportional Shares of State and Federal Funds

Recommendation:

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Commission, adopt Policy No. 40023, Determination of Proportional Shares of State and Federal Funds between Subareas, concerning the distribution and monitoring of State and Federal funds between Subareas.

Background:

In August 2013, SANBAG staff introduced the necessity of the development of a policy concerning the distribution of State and Federal funds between subareas in accordance with the Measure I 2010-2040 Expenditure Plan. At the request of the Metro Valley Study Session members, staff began discussions with both the Transportation Technical Advisory Committee (TTAC) and City/County Managers Technical Advisory Committee (CCMTAC) on principles to be used for policy development. At the August 2013 and early September 2013 TTAC and CCMTAC meetings, SANBAG staff presented background information to educate both TACs on the current policies that would eventually lead to development of a proposed policy for approval by the SANBAG Board.

In December 2013, after receiving concurrence from both TACs, the SANBAG Board approved the following principles for use as the basis for policy development as described below.

- a) The Measure I 2010-2040 Expenditure Plan says that a proportional share of State and Federal funds shall be reserved for each subarea.

Explanation: Specifically, the Expenditure Plan states: A proportional share of projected State and Federal transportation funds shall be reserved for use solely within the Valley and individual Mountain/Desert subareas.

- b) To monitor compliance with the Expenditure Plan, the Board must define a proportional distribution.

Explanation: The Expenditure Plan does not define what is intended by a “proportional share.” For staff and the Board to monitor whether allocations of State and Federal funds are occurring in compliance with the Expenditure Plan, the Board must define “proportional.”

- c) The proportional distribution approved by the Board should not impact the deliverability of the Expenditure Plan.

Entity: *CTC*

Explanation: There are many ways to define proportional. Borrowing from current fund distribution methods, it could be based on the State and Federal distribution formulas, population, revenue generation, road miles, or any combination of these. The distribution can vary widely depending on the measure chosen. SANBAG has historic allocation policies or practices that were used as planning assumptions in the development of the Expenditure Plan. These assumptions are primarily based on the historic split of funds between the Valley and Mountain/Desert areas that result from SANBAG applying the State or Federal distribution methodology at the local level. Because population is a dominant factor in the State and Federal distribution formulas, the assumptions in the Expenditure Plan more closely follow a population distribution than a road miles distribution, with a road miles distribution causing an overall variance of as much as 30% from the assumptions in the Expenditure Plan. Losing access to 30% of the projected State and Federal revenue in the Valley subarea will impact SANBAG's ability to provide public share funds and could impact the deliverability of the Freeway Program as it's currently defined.

- d) The proportional distribution should be managed in a way that will maximize flexibility in the funding and delivery of projects by allowing for monitoring the overall distribution of State and Federal funds rather than the distribution of each individual fund source.

Explanation: Each fund that comes to SANBAG for allocation has unique eligibility requirements and availability timelines. If the subareas are required to focus on developing projects that meet eligibility or schedule requirements, they may lose the ability to focus on delivering the highest priority projects. Monitoring the distribution of State and Federal funds at a "pooled" level rather than by each individual fund source gives the Board and individual jurisdictions the flexibility to focus on developing funding plans for priority projects rather than on developing projects to use certain sources of funds within a set timeframe. Monitoring at a pooled level allows subareas to trade fund sources to meet individual needs while ensuring everyone gets their share in the end.

- e) The policy should not impact current Board-adopted policies on the distribution of individual State and Federal fund sources, nor should it restrict the authority of the Board to adopt fund-specific distributions of future fund sources.

Explanation: As discussed in (c) above, the Expenditure Plan was based on the historical distribution of State and Federal funds within the county, which is largely based on SANBAG applying the State or Federal distribution methodology at the local level. In certain circumstances, the Board has approved an alternate distribution methodology. Staff recommends that the new policy that defines proportionality retain that flexibility for the Board to define fund-specific distribution methodologies. Choosing a population or revenue generation distribution measure takes away some of this flexibility.

In consideration of the principles above, staff has developed a proposed distribution policy, included as Attachment 1, for approval by the Board that monitors State and Federal funds distribution at a pooled level and that relies on current Board-adopted policies regarding the distribution of State and Federal funds where those exist, defines new formulas for certain funds, and allows the Board to develop fund-specific distributions for future fund sources that may arise. The proposed policy has received concurrence from both the TTAC and the CCMTAC after multiple workshops and presentations throughout 2014. Below are some highlights of the proposed policy and major areas of discussion during development of the proposed policy.

General Policies

- The SANBAG Board of Directors shall have full discretion over the allocation of State and Federal funds to individual projects based on needs and priorities that exist at the time the decisions are made, subject to the eligibility of projects for each funding source and approvals by appropriate State and Federal authorities.
- The SANBAG Board has full discretion over which fund sources are subject to the policy. Currently the draft policy refers to Proposition 1B State-Local Partnership Program (SLPP), federal Surface Transportation Program (STP), federal Congestion Mitigation and Air Quality (CMAQ), and State Transportation Improvement Program (STIP) funds. For example, if new fund sources become available in the future and the Board chooses to adopt a formula allocation methodology, such as was done for SLPP, that fund source would likely be added to this policy. If the Board chooses to use project readiness as the allocation method or if the fund source has limited applicability or eligibility countywide, the fund source would likely not be added to this policy. Adding a source to this policy allows staff to track the use of the funds and allows for an exchange of fund sources between subareas depending on project priorities and project schedules with a guarantee of receiving payback in the future.
- Fund shares will be tracked over the life of the Measure. Each subarea is not guaranteed or required to make use of their full share at any point in time.
- Formulas employing a population factor will be based on the population estimates adopted each year by the Board for the Measure I Local Streets Program.
- Formulas employing a highway mileage factor will be based on centerline miles for all roads functionally classified as collector or higher (i.e., the federal-aid system, or roadways eligible for federal funds) according to California Road System maps and as approved by FHWA.

Apportionment Formulas Created by the Policy

- STIP funds will be apportioned to subareas in a similar manner that they are received by SANBAG from the California Transportation Commission. SANBAG receives STIP funds based on 75% population and 25% State/Interstate highway lane miles. However, after extensive discussion at both the TTAC and CCMTAC, the proposed formula for distribution of STIP funds is 75% population and 25% centerline miles for roads eligible for federal funding. The reasons this departure from the standard formula is recommended are:
 - highway lane miles data by subarea is not easily accessible, whereas centerline miles for federal-aid roadways is readily available;
 - because of the extensive mileage of I-15 and I-40, a disproportionate share of funds is shifted away from the Valley and Victor Valley subareas than has been assumed to be available in the past (although when the mileage factor is applied it is only about a 2% difference in share); and

- a nexus exists between federal-aid roads and the federal funds that are being distributed in this policy since not all subareas will be focusing the funds on State and Interstate highway improvements.

Regardless of the method chosen, the amount that would be apportioned to the Valley subarea would be less than the historic practice of splitting the STIP funds 75% for the Valley and 25% for the Mountain/Desert subareas. In the case of the proposed method, the resulting split is 63% for the Valley and 37% for the Mountain/Desert, which is equivalent to about \$122 million over the life of the Measure or \$4 million per year. While this may seem to be a substantial shift in funding, when compared to the cumulative funding shares for each subarea, which can be seen at the bottom of the table in Attachment 2, this is a 6% reduction in total estimated State and Federal funding for the Valley over the life of the Measure, or \$1.78 billion versus \$1.9 billion. Additionally, increasing the funding for the rural subareas could allow projects such as the US 395 widening, capacity improvements to SR 62, and National Trails Highway to move forward, which could not happen with Measure alone or with the reduced funding levels. Because the estimate of State and Federal funds expected to be received through 2040 exceeds those in the Expenditure Plan, this shift should not impact the deliverability of the Valley programs.

- STP funds will be apportioned to subareas in the same manner that they are received by SANBAG from Caltrans. SANBAG receives urban area funds specifically for the Valley and Victor Valley subareas that will be applied to those subareas. The STP funds designated for rural areas will be split among the rural subareas based on population, which is the factor used to distribute these funds to SANBAG. The STP funds designated for any area of the county will be split among the rural subareas based on the STIP formula of 75% population and 25% highway miles, as defined above, which is the factor used to distribute these funds to SANBAG.
- CMAQ funds will be apportioned to subareas in the same manner that they are received by SANBAG from Caltrans. SANBAG receives an apportionment for the South Coast Air Basin that will be split among the Valley and Mountain Subareas based on population. The apportionment received for the Mojave Desert Air Basin will be split among the North Desert, Victor Valley, Morongo Basin, and Colorado River subareas based on population.
- SLPP funds were apportioned per Board Policy 35000 with the split between subareas based on 50% population and 50% maintained miles. This proposed policy does not change this formula but does incorporate this fund source by reference so that the actual use of these funds can be monitored relative to the apportionment formula. For example, the Mountain/Desert subareas loaned SLPP shares to each other that will be paid back with other federal funds in the future.

Data to be Maintained per the Policy

- Staff will track the apportionments of the funds listed above to each subarea and the obligated and programmed funds by subarea beginning in Fiscal Year 2009/2010 so that the current status of the following will always be available:
 - percentage apportionment vs percentage obligated by subarea
 - percentage apportionment vs percentage programmed by subarea
 - percentage apportionment vs percentage obligated and programmed by subarea

While this information should not dictate funding decisions of the Board, it can be used to inform the Board of impacts of funding decisions on the ability to achieve a proportional distribution of State and Federal funds over the life of the Measure.

Attachment 2 is an illustration of a summary of the data that will be maintained per the policy. Attachment 3 is an illustration of the summary graphics that would be available for consideration by the Board when making funding decisions. While the distribution data will be maintained for each individual fund source, in accordance with Principle d), the summary graphics are based on the cumulative total of all state and federal funds to allow for swapping of shares between subareas, as was done with the SLPP program.

Financial Impact:

This item has no financial impact on the Fiscal Year 2014/2015 SANBAG Budget.

Reviewed By:

This item is scheduled for review by the Board of Directors Metro Valley Study Session on January 15, 2015. The draft policy has been reviewed and concurred with by the Transportation Technical Advisory Committee on September 29, 2014, and the City/County Manager Technical Advisory Committee on October 2, 2014.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
 Mountain-Desert Committee
 Date: January 16, 2015

Witnessed By:

San Bernardino Associated Governments	Policy	40023
Adopted by the Board of Directors	xxxxx, 2015	Revised
Determination of Proportional Shares (PS) of State and Federal Funds between Subareas Measure I 2010-2040 Strategic Plan	Revision No.	0

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SANBAG Intranet.

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I. PURPOSE

The purpose of this policy is to establish the basis of determining geographic equity in the distribution of State and Federal funds between subareas. The Measure I 2010-2040 Transportation Expenditure Plan requires that a proportional share of State and Federal funds be reserved for use within each subarea. The policies define and document how proportional shares will be determined for each State and Federal fund source over which the SANBAG Board has allocation authority and how shares will be tracked over time.

II. REFERENCES

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

III. DEFINITIONS

Allocation – An action by the SANBAG Board to assign funds to a specific project.

Apportionment – A share of a State or Federal fund that is assigned to a subarea.

Congestion Mitigation and Air Quality Program (CMAQ) – CMAQ funds are authorized to fund transportation projects or programs located in nonattainment or maintenance areas that contribute to attainment of ambient air quality standards. CMAQ eligibility is conditional upon analyses showing that the project will reduce emissions of criteria pollutants. Activities typically eligible for funding by CMAQ include high occupancy vehicle (HOV) lanes, transit improvements, travel demand management strategies, traffic flow improvements such as signal synchronization, and public fleet conversions to cleaner fuels. SANBAG receives annual apportionments of CMAQ and is the agency responsible for selecting projects.

Obligation – An action by a State or Federal agency to authorize a project as eligible for reimbursement. For State-funded projects this is typically an allocation action by the California Transportation Commission and for Federal-funded projects this is typically an authorization by the Federal Transit Administration or the Federal Highway Administration.

Obligation Authority – The annual limit of allowable obligations of Federal CMAQ and STP funds.

Programming – Funds planned or allocated for future use on a project.

State-Local Partnership Program (SLPP) – SLPP funds were authorized in Proposition 1B and provided \$56 million to San Bernardino County by formula. SANBAG was the agency responsible for selecting projects. The program was administered by the California Transportation Commission and has been fully allocated and obligated. The funds provided a 1:1 match to transportation sales tax funds in the construction phase of transportation projects.

State Transportation Improvement Program (STIP) – The STIP is a five-year program of transportation projects that is updated every two years and is funded through the State Highway and Federal Trust Fund Accounts. STIP funds provide flexible funding for transportation infrastructure

projects on freeways, local roads, and transit systems. The STIP consists of two broad programs: 75% of the funds are apportioned to regional agencies through the Regional Transportation Improvement Program (RTIP or RIP) and 25% is apportioned to Caltrans through the Interregional Transportation Improvement Program (ITIP or IIP). SANBAG is responsible for developing the list of projects for funding through the RIP. These projects nominations are approved for programming by the California Transportation Commission. The IIP projects are nominated for programming by Caltrans.

Surface Transportation Program (STP) – Federal STP funds provide flexible funding that may be used for projects on any federal aid highway, bridge projects on any public road, transit capital projects, and public bus terminal and facilities, and more. STP funds are apportioned to SANBAG in five apportionments – one for each of the three urban areas of the county (Riverside-San Bernardino, Los Angeles-Long Beach-Anaheim, Victorville-Hesperia), one for all other areas of the county, and one for any area of the county. The apportionments to the urban areas and all other areas are based on relative populations through the State. The apportionment to any area of the county is based upon a formula that considers a mixture of population and highway miles. SANBAG receives annual apportionments of STP and is the agency responsible for selecting projects.

IV. POLICIES FOR THE PROPORTIONAL DISTRIBUTION OF STATE AND FEDERAL FUNDS BETWEEN SUBAREAS

A. General Policies

Policy PS-1: SANBAG shall ensure that a proportional share of State and Federal funds is reserved for use within the Valley and each of the individual Mountain/Desert subareas in accordance with the Measure I 2010-2040 Expenditure Plan.

Policy PS-2: The SANBAG Board of Directors shall have full discretion over the allocation of State and Federal funds to individual projects based on needs and priorities that exist at the time the decisions are made, subject to the eligibility of projects for each funding source and approvals by appropriate State and Federal authorities.

Policy PS-3: The SANBAG Board of Directors shall have full discretion over which State and Federal funds will be subject to this policy. Should a new source of funds become available, the Board will determine the allocation methodology and whether the fund will be subject to this policy.

Policy PS-4: SANBAG shall assign and track State and Federal fund apportionments to each subarea and obligations by each subarea over the life of Measure I 2010-2040 at both the individual fund level and at the overall State and Federal fund apportionment level. To provide the most flexibility to meet project needs and priorities, fund types may be exchanged between subareas. However, SANBAG will not track fund-level apportionment exchanges because the intent of this policy is to ensure that the overall apportionment levels between subareas are met over the life of the Measure.

Policy PS-5: Formula distribution by population shall be based on the estimates adopted by the SANBAG Board of Directors for purposes of the Measure I Local Streets Program. This is based on the State Department of Finance population estimate as of January 1 of that year. For the unincorporated areas, the calculation is based on the population estimate from the County Planning Department and reconciled with the State Department of Finance population estimate as of January 1 of that year.

Policy PS-6: Formula distribution by highway miles shall be based on centerline miles for all roads functionally classified as collector or higher (the federal aid system) according to California Road System maps, and as approved by FHWA. This data shall be obtained annually from Caltrans Office of Data Services and Technology and disaggregated to the subarea level by SANBAG.

Policy PS-7: There shall be no adjustment for the time value of money.

Policy PS-8: All subarea apportionments are limited by the actual obligation authority over time, which is typically about 90% of the apportionment level. Projections of future apportionments shall be conservative to account for this difference to prevent allocations from exceeding future apportionment levels.

Policy PS-9: Policy 40023 does not affect any existing policies regarding the priority for use of State or Federal funds.

Policy PS-10: Policy 40023 shall be amended to document allocation methods adopted by the SANBAG Board of Directors for new sources of State and Federal funds that are determined to be subject to a proportional share.

B. Determination of Proportional Shares – Specific Sources

Policy PS-11: State and Federal fund sources shall be apportioned between subareas as follows:

1. STP funds received for the Riverside-San Bernardino and Los Angeles-Long Beach-Anaheim urbanized areas shall be apportioned to the Valley subarea. STP funds received for the Victorville-Hesperia urbanized area shall be apportioned to the Victor Valley subarea. STP funds received for all other areas of the county shall be apportioned between the Rural Mountain/Desert subareas by population formula. STP funds received for any area of the county by STIP formula shall be apportioned between the rural Mountain/Desert subareas based on a formula of 75% population and 25% highway miles, as determined per Policy PS-6. Allocations that come off the top for programs such as the County State-Federal exchange program, Caltrans overhead, and the Local Streets and Roads contribution will not count as obligations for any subarea.
2. CMAQ funds received for the South Coast Air Basin shall be apportioned between the Valley and the Mountains subareas based on population. CMAQ funds received for the Mojave Desert Air Basin shall be apportioned between the North Desert, Victor Valley, Morongo Basin, and Colorado subareas based on population.
3. STIP funds shall be apportioned between all subareas based on a formula of 75% population and 25% highway miles, as determined per Policy PS-6.
4. SLPP funds shall be apportioned between all subareas in accordance with Policy 35000.

C. Tracking Proportional Shares and Allocations

Policy PS-12: SANBAG shall maintain a record of State and Federal funds subject to Policy 40023 received beginning in Fiscal Year 2009/2010. For STIP funds, this shall include programmed amounts as of the adoption of the 2010 STIP. For SLPP funds, this shall include all funds that are subject to Policy 35000. SANBAG shall apportion the State and Federal funds received in accordance with Policy PS-11 and maintain a record of the cumulative percentage distribution of apportionments between subareas at both the individual fund level and at a cumulative State and Federal fund level.

Policy PS-13: Obligations and programming for projects in the Cajon Pass shall be credited to the Valley and Victor Valley subareas based on population.

Policy PS-14: SANBAG shall maintain a record of all State and Federal funds subject to Policy 40023 obligated to a project beginning in Fiscal Year 2009/2010 by subarea and the percentage obligated by subarea.

Policy PS-15: SANBAG shall maintain a record of all State and Federal funds subject to Policy 40023 programmed for future obligation by subarea and the percentage programmed for future obligation by subarea.

Policy PS-16: SANBAG shall maintain a record of the current status of:

- percentage apportionment vs. percentage obligated by subarea,
- percentage apportionment vs. percentage programmed by subarea, and
- percentage apportionment vs. percentage obligated and programmed by subarea.

This information shall be used to inform the SANBAG Board of impacts of funding decisions on the ability to achieve a proportional distribution of State and Federal funds over the life of the Measure.

V. REVISION HISTORY

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

State and Federal Fund Equity Distribution Principle Analysis

(DRAFT - For Illustrative Purposes Only - Some Formulas and Calculations Must Be Verified!)

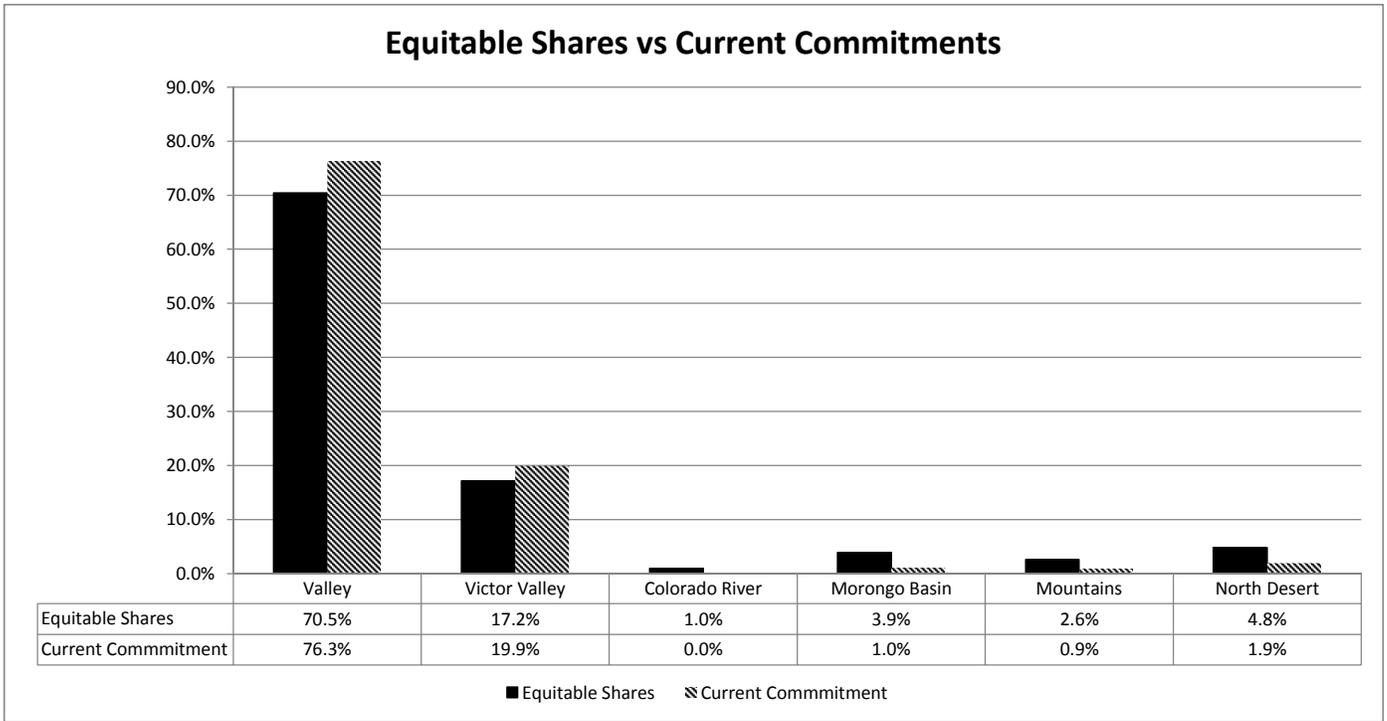
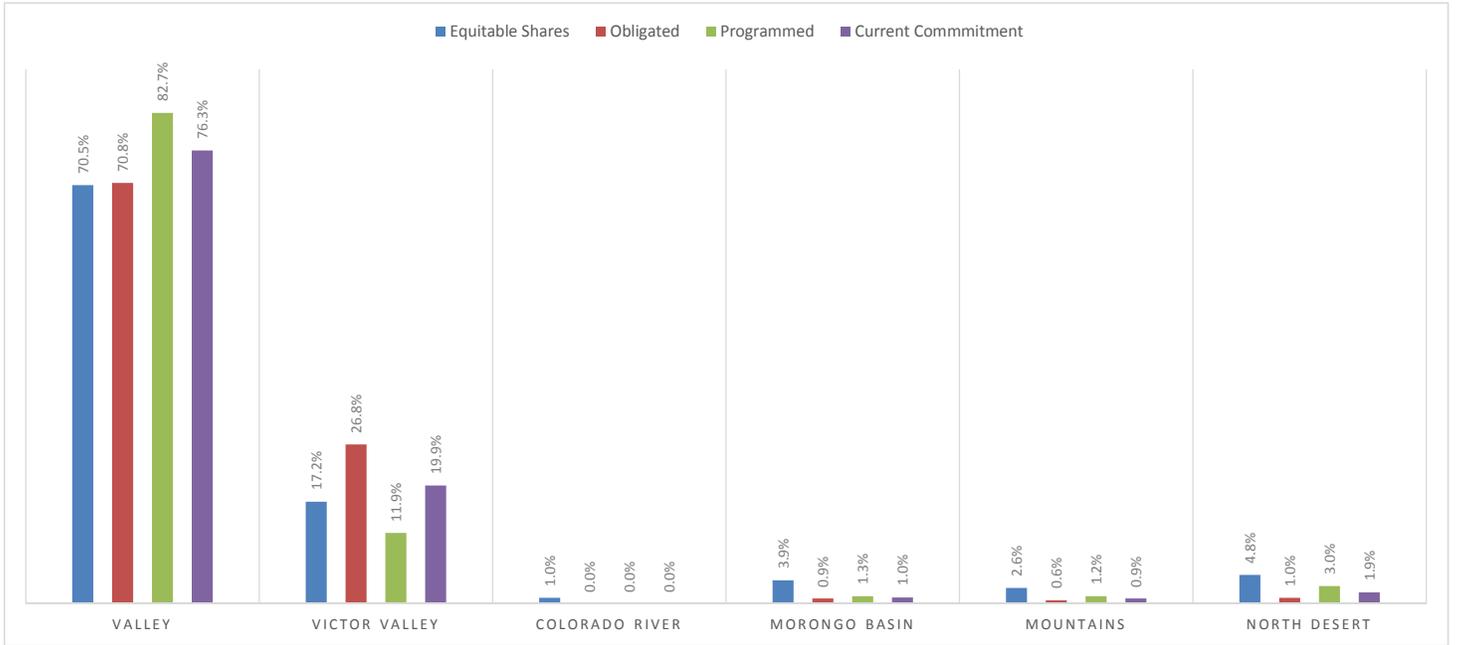
	Target Share %		Commitments				Share Difference			
	Fund-Specific Formula		Obligations		Programmed		Obligations+Programmed			
	Formula	2010-2040	Formula	Since 2010	Formula	through 2023	Formula	Since 2010		
	Formula	Since 2010	Formula	Since 2010	Formula	Since 2010	Formula	Since 2010		
STP										
Population-Based, Specific Urban areas/Rural splits										
Valley	77.7%	\$527,978,451	63.4%	\$77,982,278	69.7%	\$88,464,600	66.6%	\$166,446,878	-11.2%	-\$27,951,679
M/D	22.3%	\$151,114,558	36.6%	\$45,066,166	30.3%	\$38,525,004	33.4%	\$83,591,170	11.2%	\$27,951,679
Victor Valley	14.6%	\$99,363,582	34.6%	\$42,519,354	21.2%	\$26,970,000	27.8%	\$69,489,354	13.2%	\$32,904,268
Rural	7.62%	\$51,750,976	2.1%	\$2,546,812	9.1%	\$11,555,004	5.6%	\$14,101,816	-1.98%	-\$4,952,589
Colorado River	0.4%	\$2,809,438	0.0%	\$0	0.0%	\$0	0.0%	\$0	-0.4%	-\$1,034,418
Morongo Basin	2.7%	\$18,541,203	0.0%	\$0	1.6%	\$2,000,000	0.8%	\$2,000,000	-1.9%	-\$4,826,762
Mountains	1.9%	\$12,761,904	0.0%	\$0	0.0%	\$0	0.0%	\$0	-1.9%	-\$4,698,858
North Desert	2.6%	\$17,638,431	2.1%	\$2,546,812	7.5%	\$9,555,004	4.8%	\$12,101,816	2.2%	\$5,607,450
CMAQ										
Air Basin, weighted by population & emissions										
Valley	74.4%	\$582,659,867	91.3%	\$126,211,783	80.6%	\$145,285,020	85.3%	\$271,496,803	10.8%	\$34,500,597
M/D	25.6%	\$200,164,896	8.7%	\$11,953,514	19.4%	\$34,962,722	14.7%	\$46,916,236	-10.8%	-\$34,500,597
Victor Valley	17.1%	\$133,479,703	6.1%	\$8,472,234	12.0%	\$21,710,840	9.5%	\$30,183,074	-7.6%	-\$24,109,636
Rural	8.52%	\$66,685,193	2.5%	\$3,481,280	7.4%	\$13,251,882	5.3%	\$16,733,162	-3.3%	-\$10,390,961
Colorado River	0.3%	\$2,463,068	0.0%	\$0	0.0%	\$0	0.0%	\$0	-0.3%	-\$1,001,850
Morongo Basin	3.2%	\$25,167,607	1.9%	\$2,618,604	2.1%	\$3,723,589	2.0%	\$6,342,193	-1.2%	-\$3,894,701
Mountains	2.5%	\$19,399,946	0.3%	\$443,929	3.1%	\$5,606,823	1.9%	\$6,050,752	-0.6%	-\$1,840,153
North Desert	2.5%	\$19,654,573	0.3%	\$418,747	2.2%	\$3,921,470	1.4%	\$4,340,217	-1.1%	-\$3,654,257
STIP										
75/25 Pop/Miles										
Valley	63.0%	\$637,099,566	63.9%	\$136,245,500	96.3%	\$143,279,000	77.2%	\$279,524,500	14.3%	\$51,641,736
M/D	37.0%	\$374,869,434	36.1%	\$76,894,500	3.7%	\$5,550,000	22.8%	\$82,444,500	-14.3%	-\$51,641,736
Victor Valley	18.7%	\$189,504,667	36.1%	\$76,894,500	3.7%	\$5,550,000	22.8%	\$82,444,500	4.1%	\$14,660,986
Rural	18.3%	\$185,364,767	0.0%	\$0	0.0%	\$0	0.0%	\$0	-18.3%	-\$66,302,722
Colorado River	1.8%	\$18,659,418	0.0%	\$0	0.0%	\$0	0.0%	\$0	-1.8%	-\$6,674,247
Morongo Basin	5.0%	\$50,501,989	0.0%	\$0	0.0%	\$0	0.0%	\$0	-5.0%	-\$18,063,947
Mountains	3.3%	\$33,347,677	0.0%	\$0	0.0%	\$0	0.0%	\$0	-3.3%	-\$11,928,058
North Desert	8.2%	\$82,855,684	0.0%	\$0	0.0%	\$0	0.0%	\$0	-8.2%	-\$29,636,470
SLPP										
by specific SANBAG Policy - 50/50 Pop/Miles										
Valley	63.0%	\$35,460,180	63.0%	\$35,460,000	0.0%	\$0	63.0%	\$35,460,000	0.0%	-\$180
M/D	37.0%	\$20,825,820	37.0%	\$20,826,000	0.0%	\$0	37.0%	\$20,826,000	0.0%	\$180
Victor Valley	21.1%	\$11,870,717	25.3%	\$14,262,000	0.0%	\$0	25.3%	\$14,262,000	4.2%	\$2,391,283
Rural	15.9%	\$8,955,103	11.7%	\$6,564,000	0.0%	\$0	11.7%	\$6,564,000	-4.2%	-\$2,391,103
Colorado River	1.6%	\$878,850	0.0%	\$0	0.0%	\$0	0.0%	\$0	-1.6%	-\$878,850
Morongo Basin	8.7%	\$4,919,059	3.4%	\$1,901,000	0.0%	\$0	3.4%	\$1,901,000	-5.4%	-\$3,018,059
Mountains	2.5%	\$1,411,991	4.4%	\$2,502,000	0.0%	\$0	4.4%	\$2,502,000	1.9%	\$1,090,009
North Desert	3.1%	\$1,745,204	3.8%	\$2,161,000	0.0%	\$0	3.8%	\$2,161,000	0.7%	\$415,796
Overall										
Valley	70.5%	\$1,783,198,063	70.8%	\$375,899,561	82.7%	\$377,028,620	76.3%	\$752,928,181	5.8%	\$58,190,473
M/D	29.5%	\$746,974,708	29.2%	\$154,740,180	17.3%	\$79,037,726	23.7%	\$233,777,906	-5.8%	-\$58,190,473
Victor Valley	17.2%	\$434,218,669	26.8%	\$142,148,088	11.9%	\$54,230,840	19.9%	\$196,378,928	2.7%	\$25,846,901
Rural	12.4%	\$312,756,039	2.4%	\$12,592,092	5.4%	\$24,806,886	3.8%	\$37,398,978	-8.6%	-\$84,037,374
Colorado River	1.0%	\$24,810,773	0.0%	\$0	0.0%	\$0	0.0%	\$0	-1.0%	-\$9,589,365
Morongo Basin	3.9%	\$99,129,858	0.9%	\$4,519,604	1.3%	\$5,723,589	1.0%	\$10,243,193	-2.9%	-\$29,803,469
Mountains	2.6%	\$66,921,518	0.6%	\$2,945,929	1.2%	\$5,606,823	0.9%	\$8,552,752	-1.8%	-\$17,377,060
North Desert	4.8%	\$121,893,891	1.0%	\$5,126,559	3.0%	\$13,476,474	1.9%	\$18,603,033	-2.9%	-\$27,267,481

Attachment: Attachment 2 - State-Fed Dist. Calculations [Revision 2] (1558 : Geographic Equity in Distribution of State and Federal Funds)

(DRAFT - For Illustrative Purposes Only - Some Formulas and Calculations Must Be Verified!)

ATTACHMENT 3

Equitable Shares vs Current Commitment Detail



Attachment: Attachment 3 - State-Fed Dist Summary [Revision 2] (1558 : Geographic Equity in Distribution of State and Federal Funds)



Minute Action

AGENDA ITEM: 7

Date: January 16, 2015

Subject:

New Project Funding Agreement for Yucca Loma Road in the Town of Apple Valley

Recommendation:

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

- A. Allocate \$3,597,480.00 in Victor Valley Major Local Highway Program funds to the Town of Apple Valley for the Yucca Loma Road Project.
- B. Approve Funding Agreement 15-1001116 in the amount of \$3,597,480.00 with the Town of Apple Valley for the Yucca Loma Road Project.
- C. Approve a budget amendment to increase Task 0516 Measure I Mountain/Desert Apportionment and Allocations with \$3,597,480.00 from Measure I Victor Valley Fund – Major Local Highway Bond.

Background:

Financial Impact:

This item is not consistent with the Fiscal Year 2014/2015 budget. A budget amendment is required to increase Task No. 0516 by \$3,597,480.00 from Fund 6310 Victor Valley Fund - Major Local Highway Bond.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item and the draft agreement.

Responsible Staff:

Ellen Pollema, Transportation Planning Analyst

Approved
 Mountain-Desert Committee
 Date: January 16, 2015

Witnessed By:

Entity: CTA



CONTRACT SUMMARY SHEET

Contract No. C 15-1001116 Amendment No. _____

By and Between

San Bernardino Associated Governments and Town of Apple Valley

Contract Description Funding Agreement Yucca Loma Road

Board of Director's Meeting Date: January 7, 2015	
Overview of BOD Action: Approve allocation, funding agreement and budget amendment	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A	

CONTRACT OVERVIEW					
Original Contract Amount	\$	3,597,480.00	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	3,597,480.00	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 3,597,480.00

Contract Start Date 1/7/15	Current Contract Expiration Date 12/31/18	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0516</u> . <input checked="" type="checkbox"/> A Budget Amendment is required. How are we funding current FY? Victor Valley Subarea MLHP	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: Measure I Victor Valley MLHP Funds <input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

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

Ellen Pollema

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 _____

PROJECT FUNDING AGREEMENT NO. 15-1001116

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

TOWN OF APPLE VALLEY

FOR

THE YUCCA LOMA ROAD PROJECT
IN THE TOWN OF APPLE VALLEY

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 TOWN OF APPLE VALLEY (hereinafter referred to as “TOWN”). AUTHORITY and TOWN shall be individually or collectively, as applicable, known as “Party” or “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Victor Valley Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Victor Valley Subarea Major Local Highway Program (“MLHP”) funds; and
- B. AUTHORITY prepared a study referenced herein as the Nexus Study dated November 2, 2011, and, in accordance with the Measure I 2010-2040 Expenditure Plan, that identified for projects located in TOWN the AUTHORITY Public Share as 45% and the TOWN Developer Share as 55%; and
- C. The Yucca Loma Road Project in the Town of Apple Valley (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- D. TOWN identified a need of \$3,597,480 to complete construction of the PROJECT; and
- E. The Victor Valley Subarea transportation planning partners have identified this PROJECT as eligible for partial funding in an amount up to \$3,597,480 from Measure I 2010-2040 MLHP funds for the PROJECT; and

F. On January 7, 2015, AUTHORITY's Board of Directors approved allocation of \$3,597,480 in Victor Valley Subarea MLHP funds for the PROJECT; and

G. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan including the use of Development Impact Fees by TOWN to pay its share of PROJECT costs; and;

H. Parties desire to proceed with the PROJECT in a timely manner; and

I. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT; and

J. AUTHORITY and TOWN are entering into this Agreement with the understanding that AUTHORITY will reimburse TOWN for eligible PROJECT expenditures with MLHP funds.

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

SECTION I

AUTHORITY AGREES:

1. To reimburse TOWN for the actual cost of the PROJECT up to a maximum of \$3,597,480 in MLHP funds. An estimate of costs for the PROJECT is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount without an amendment to this agreement.
2. To reimburse TOWN within 30 days after TOWN submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by TOWN up to a maximum of \$3,597,480, 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 TOWN 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.
4. To assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

TOWN 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 all project costs in excess of \$3,597,480 in MLHP funds absent approval of an additional allocation from the AUTHORITY Board of Directors.
3. To be responsible for expending that portion of the eligible PROJECT expenses, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed \$3,597,480 in MLHP Funds. Expenses relative to time spent on the PROJECT by TOWN are considered eligible PROJECT expenses and may be charged to the PROJECT funds subject to AUTHORITY's guidelines.
4. 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.
5. 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.
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 AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at TOWN's TOWN Hall. Copies will be made and furnished by TOWN upon written request by AUTHORITY.
7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support TOWN'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 TOWN.
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 Final Report of Expenditures and final invoice no later than 120 days following the completion of the PROJECT work funded under this Agreement. 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.

9. 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.
10. 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 TOWN receiving notice of audit findings, which time shall include an opportunity for TOWN to respond to and/or resolve the findings. Should the findings not be otherwise resolved and TOWN 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 TOWN from any source under AUTHORITY's control.
11. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.
12. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and TOWN.

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. 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 TOWN unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement.
3. In the event TOWN determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, TOWN shall inform AUTHORITY of this 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.

4. Eligible PROJECT reimbursements shall include only those costs incurred by TOWN for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. 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 TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, TOWN 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 TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. TOWN'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.
6. Neither TOWN 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 TOWN, 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 TOWN's "active" as well as "passive" negligence but does not apply to TOWN's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
7. This Agreement will be considered terminated upon reimbursement of all eligible costs by AUTHORITY or June 30, 2017, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9 and 10 of Section II, and Paragraphs 5 and 6 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 TOWN within twelve (12) months of the Effective Date of this Agreement.
8. After providing notice and an opportunity to cure, as further set forth herein, AUTHORITY may terminate this Agreement if TOWN 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. If a breach is curable, prior to any such

- termination, AUTHORITY shall provide TOWN written notice of default, and allow TOWN thirty (30) days opportunity to cure any breach prior to termination. If a breach is capable of cure but, by its nature, cannot be cured within thirty (30) days, such additional period of time shall be allowed as may be reasonably necessary to cure the breach so long as the TOWN commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.
9. The failure of performance by either Party hereunder shall not be deemed to be a default where delays or defaults are due to the following force majeure events: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); provided that such force majeure events are beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such force majeure event shall be for the period of the forced delay and shall commence to run from the time of the commencement of the force majeure event, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the force majeure event. Times of performance under this Agreement may also be extended in writing by mutual agreement between the Parties, provided that the term of this Agreement may be extended only by a duly authorized written amendment to this Agreement.
 10. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
 11. Attachment A, The Yucca Loma Road Project, (Description of Project and Milestones), and Attachment B, The Yucca Loma Road Project (Summary of Estimated Costs), are attached to and incorporated into this Agreement.
 12. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

[Signatures on following page]

**SIGNATURE PAGE
TO
PROJECT FUNDING AGREEMENT NO. 15-1001116**

In witness whereof, the Parties have executed this Agreement by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

TOWN OF APPLE VALLEY

By: _____
L. Dennis Michael, President
Board of Directors

By: _____
Larry Cusack
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
John Brown
TOWN Counsel

Date: _____

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment A

YUCCA LOMA ROAD PROJECT Description of Project and Milestones

Project Title			
YUCCA LOMA ROAD PROJECT			
Location, Project Limits, Description, Scope of Work, Legislative Description			
In Apple Valley, from Western Terminus of Yucca Loma Road to Apple Valley Road, widen from 2 to 4 lanes			
Component	Implementing Agency		Reimbursements
PA&ED	TOWN OF APPLE VALLEY		
PS&E	TOWN OF APPLE VALLEY		
Right of Way	TOWN OF APPLE VALLEY		
Construction	TOWN OF APPLE VALLEY		
Legislative Districts			
	Assembly:	33	Senate: 21
	Congressional:	8	
Purpose and Need			
<p>The purpose and intent of the project is to create an additional east/west corridor through the Victor Valley. This project is a component of the larger Yucca Loma Corridor (the four individual projects are: Green Tree Blvd., Yates Road, Yucca Loma Bridge, and Yucca Loma Road) that ties the Town of Apple Valley to the City of Victorville and the LaMesa/Nisqualli Road Interchange.</p>			
Project Benefits			
<p>The benefits of the new corridor are region wide, and serve anyone who drives, works, or operates a business in the Victor Valley. The benefit of this project is traffic congestion relief, and traffic congestion affects nearly everyone, but perhaps especially those residents and business owners in Victorville who must endure it on a daily basis. The residents of Apple Valley and Spring Valley Lake are obviously going to benefit from this new east-west connection.</p>			
Project Milestone			Proposed
Project Study Report Approved			N/A
Begin Environmental (PA&ED) Phase			10/1/2007
Circulate Draft Environmental Document	Document Type	N/A	2/10/2007
Draft Project Report			N/A
End Environmental Phase (PA&ED Milestone)			1/7/2011
Begin Design (PS&E) Phase			1/10/2011
End Design Phase (Ready to List for Advertisement Milestone)			2/10/2015
Begin Right of Way Phase			2/1/2014
End Right of Way Phase (Right of Way Certification Milestone)			12/12/2014
Begin Construction Phase (Contract Award Milestone)			4/20/2015
End Construction Phase (Construction Contract Acceptance Milestone)			2/12/2016
Begin Closeout Phase			2/15/2016
End Closeout Phase (Closeout Report)			4/15/2016

ATTACHMENT B
YUCCA LOMA ROAD PROJECT
TOWN OF APPLE VALLEY

Summary of Estimated Costs

Component	Total Cost	AUTHORITY Share(1)	TOWN Share	SAFE ROUTES TO SCHOOL Grant Funds	COUNTY (2) Storm Drain Funds	FEDERAL Demo Funds
Construction & Construction Mgt.	\$ 13,294,400.00	\$ 3,597,480.00	\$ 4,396,920.00	\$1,100,000	\$ 3,450,000.00	\$ 750,000.00
Total	\$ 13,294,400.00	\$ 3,597,480.00	\$ 4,396,920.00	\$ 1,100,000.00	\$ 3,450,000.00	\$ 750,000.00

(1) AUTHORITY’s Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement.

(2) The COUNTY Flood Control Funds are for specific bid items related to the flood control work.

Attachment: C15-1001116 Yucca Loma Road SANBAG FINAL [Revision 2] (1374 : New Contract Yucca Loma Road MLHP Funding Agreement)

Minute Action

AGENDA ITEM: 8

Date: *January 16, 2015*

Subject:

Allocation to North First Avenue Overhead Bridge over the BNSF Railroad and Project Funding Agreement

Recommendation:

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

A. Allocate \$4,927,092 in North Desert Subarea Major Local Highway Program funds to the City of Barstow for the North First Avenue Overhead Bridge over the BNSF Railroad Bridge No. 54C-0088 Project.

B. Approve Funding Agreement 15-1001119 in the amount of \$4,927,092 with the City of Barstow for the North First Avenue Overhead Bridge over the BNSF Railroad Bridge No. 54C-0088 Project.

C. Approve a budget amendment to increase Task 0516, Measure I Mountain/Desert Apportionment and Allocations with \$65,000 of 4330 – North Desert Subarea Major Local Highway Program funds.

Background:

The North First Avenue Overhead Bridge Project will replace an existing two-lane bridge over the BNSF tracks in the City of Barstow. The Project location is shown in Attachment 1. The Project has been awarded Highway Bridge Program (HBP) Funds by the California Department of Transportation, and the City of Barstow has already begun the environmental phase of the project. The City has requested an allocation of \$4,927,092 North Desert Subarea Major Local Highway funds to provide the required local match to the HBP Funds in final design, right-of-way, and construction. The total cost of these phases is estimated to be \$42,732,800. Construction is anticipated to begin in Fiscal Year 2016/2017.

North Desert Subarea representatives met on October 29, 2014, and concur with the recommended allocation.

Entity: CTA

Mountain-Desert Committee Agenda Item

January 16, 2015

Page 2

Financial Impact:

This item is not consistent with the Fiscal Year 2014/2015 budget. A budget amendment is required to increase Task No. 0516 by \$65,000 from Fund 4330 - North Desert Subarea Major Local Highway Program funds.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. This item and the draft agreement have been reviewed by SANBAG General Counsel.

Responsible Staff:

Ellen Pollema, Transportation Planning Analyst

Approved
Mountain-Desert Committee
Date: January 16, 2015

Witnessed By:



CONTRACT SUMMARY SHEET

Contract No. C 15-1001119 Amendment No. _____

By and Between

San Bernardino Associated Governments and City of Barstow

Contract Description Funding Agreement First Avenue Overhead Bridge over the BNSF Railroad Bridge No. 54C-0088

Board of Director's Meeting Date: February 4, 2015	
Overview of BOD Action: Approve allocation, funding agreement and budget amendment	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A	

CONTRACT OVERVIEW					
Original Contract Amount	\$	4,927,092	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	4,927,092	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY <i>(contract value + contingency)</i>					\$ 4,927,092

Contract Start Date 2/4/15	Current Contract Expiration Date 12/31/21	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION					
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0516</u> . <input checked="" type="checkbox"/> A Budget Amendment is required. How are we funding current FY? North Desert Subarea MLHP					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract:					
Measure I North Desert MLHP Funds					
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable					

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

Ellen Pollema

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 _____

PROJECT FUNDING AGREEMENT NO. C15-1001119

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF BARSTOW

FOR

**NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD
BRIDGE NO. 54C-0088
IN THE CITY OF BARSTOW**

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 CITY OF BARSTOW (hereinafter referred to as “CITY”). AUTHORITY and CITY shall be individually or collectively, as applicable, known as “Party” or “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the North Desert Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 North Desert Subarea Major Local Highway Program (“MLHP”);
- B. The NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088 in the City of Barstow (“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 North Desert Subarea MLHP funds;
- D. On February 4, 2015, AUTHORITY’s Board of Directors approved allocation of \$4,927,092 in North Desert Subarea MLHP funds for the PROJECT;
- E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;

F. Parties desire to proceed with the PROJECT in a timely manner;

G. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT; and

H. AUTHORITY and CITY are entering into this Agreement with the understanding that AUTHORITY will reimburse CITY for eligible PROJECT expenditures with MLHP funds.

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

SECTION I

AUTHORITY AGREES:

1. To reimburse CITY for the actual cost of the PROJECT up to a maximum of \$4,927,092 in MLHP Funds. An estimate of costs for the PROJECT is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount.
2. To reimburse CITY within 30 days after CITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY up to a maximum of \$4,927,092, 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 CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.
4. AUTHORITY shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

CITY 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 CITY, subject to reimbursement by AUTHORITY hereunder, for an

amount not to exceed \$4,927,092 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT by CITY are considered eligible PROJECT expenses and may be charged to the PROJECT funds subject to AUTHORITY's guidelines.

3. To abide by all AUTHORITY, CITY, 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 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 AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at CITY's City Hall. Copies will be made and furnished by CITY upon written request by AUTHORITY.
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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 CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CITY 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 CITY from any source under AUTHORITY's control.

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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. 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;
3. In the event CITY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY shall inform AUTHORITY of this 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.
4. 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 or interest.
5. 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 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 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 CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY'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.

6. 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 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 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 CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or December 31, 2021, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9 and 10 of Section II, and Paragraphs 5 and 6 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 CITY within twelve (12) months of the Effective Date of this Agreement.
8. AUTHORITY may terminate this Agreement if 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.
9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
10. Attachment A, The NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088, (Description of Project and Milestones), and Attachment B, NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088 (Summary of Estimated Costs), are attached to and incorporated into this Agreement.
11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

In witness whereof, the Parties have executed this Agreement by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF BARSTOW

By: _____
L. Dennis Michael, President
Board of Directors

By: _____
Julie Hackbarth-McIntyre
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
Terry Highsmith
CITY Attorney

Date: _____

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment: Contract 15-1001119 [Revision 4] (1372 : New Contract North First Avenue BNSF Bridge Project)

Attachment A

NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088 CITY OF BARSTOW

Description of Project and Milestones

Project Title			
NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088			
Location, Project Limits, Description, Scope of Work, Legislative Description			
<p>The North First Avenue Bridge over BNSF railway UPRR AMTRAK is located 0.2 miles north of Main Street. The project limits are approximately from White Street to Riverside Drive. North First Avenue Bridge is the main north-south corridor connecting then northern and southern communities of the City of Barstow. Currently, the bridge has only two lanes, no shoulder, and only a 4' clear walkway on one side of the existing bridge and a Sufficiency Rating (SR) of 3.0. The replacement bridge is proposed to address the overall condition of the bridge and provide standard lanes, shoulders, and sidewalks.</p>			
Component	Implementing Agency	Reimbursements	
PA&ED	City of Barstow	0	
PS&E	City of Barstow	\$ 288,285.00	
Right of Way	City of Barstow	\$ 461,200.00	
Construction	City of Barstow	\$ 4,177,607.25	
Legislative Districts			
Assembly:	33rd	Senate:	16th
Congressional:	8th		
Purpose and Need			
<p>As stated above, North First Avenue bridge is the main north-south corridor connecting the northern and southern communities of the City of Barstow. BNSF transcontinental railway and classification yard divides these two communities. Currently the existing bridge, initially built in 1930, is listed as structurally deficient in Caltrans Structure Maintenance & Investigation reports. This rating is due to its age, geometry, substandard vertical clearance.</p> <p>Barstow's railroad classification yard is one of California's major facilities. The replacement of the North First Avenue Bridge will greatly minimize any potential bridge failures which may have a negative impact on the transportation of goods on the transcontinental railway tracks. A bridge failure would also disconnect northern and southern communities of the City of Barstow.</p>			
Project Benefits			
<p>The replacement of the bridge would have the following benefits:</p> <ul style="list-style-type: none"> • Keeps Barstow's northern and southern communities connected. • Keeps transportation goods moving from the west coast to middle eastern United States. • Provides for a safe transportation route. • Provides alternate transportation methods such as walking and bicycling. 			

Attachment: Contract 15-1001119 [Revision 4] (1372 : New Contract North First Avenue BNSF Bridge Project)

Project Milestone			Proposed
Preliminary Environmental Study (PES) Approved			4/9/2014
Begin Environmental (PA&ED) Phase			4/10/2014
Draft Environmental Document	Document Type	CE	10/3/2015
Begin Draft Project Report			1/5/2015
End Environmental Phase (PA&ED Milestone)			12/4/2015
Begin Preliminary Engineering 30% Design (PS&E) Phase			9/5/2015
End Design Phase (Ready to List for Advertisement Milestone)			9/5/2016
Begin Right of Way Phase			12/4/15
End Right of Way Phase (Right of Way Certification Milestone)			6/1/2016
Begin Construction Phase (Contract Award Milestone)			1/2/2017
End Construction Phase (Construction Contract Acceptance Milestone)			10/31/2018
Begin Closeout Phase			11/1/2018
End Closeout Phase (Closeout Report)			3/1/2019

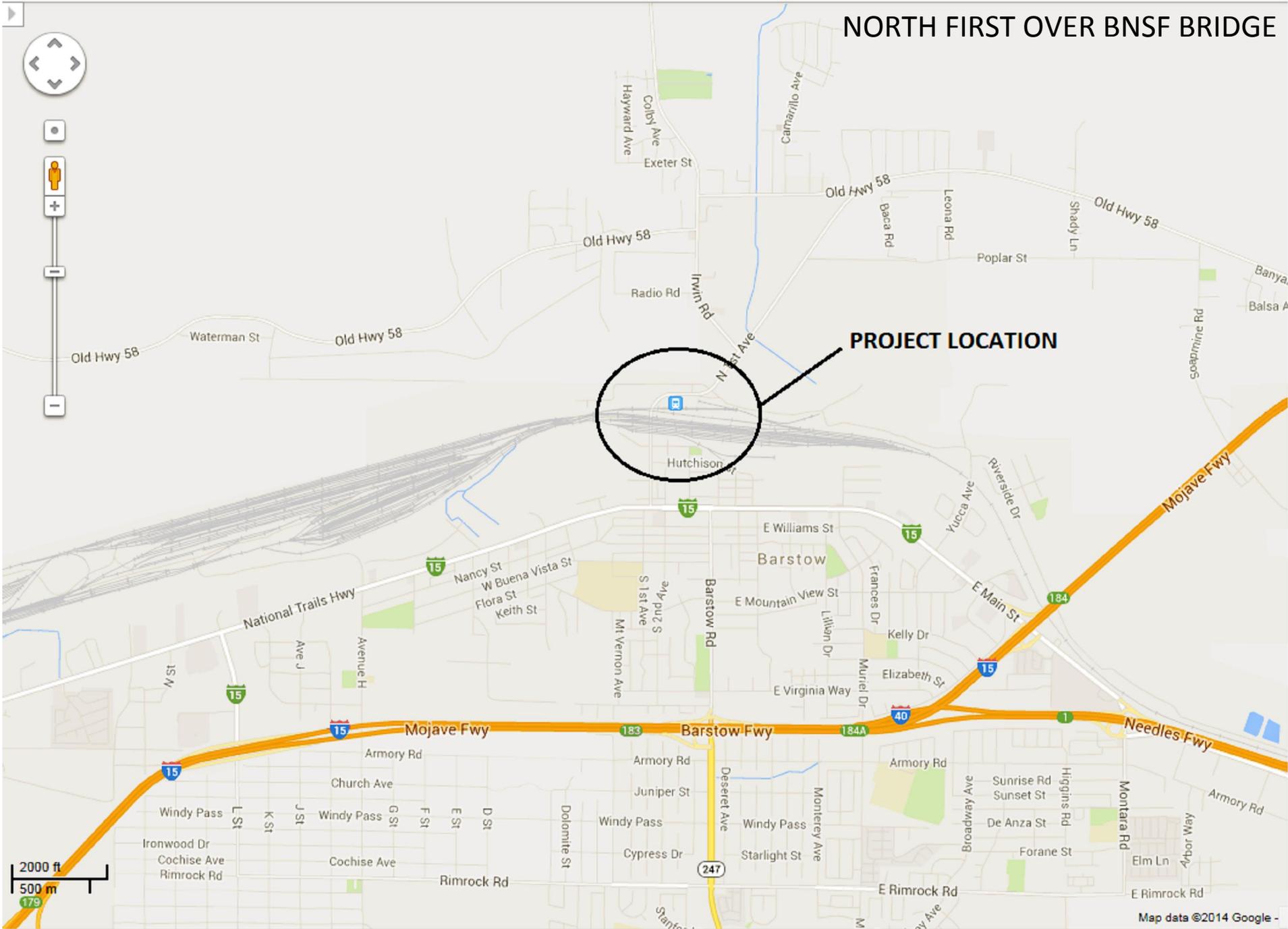
ATTACHMENT B

NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088 CITY OF BARSTOW

Summary of Estimated Costs

Component	Total Cost	AUTHORITY SHARE* MLHP Funds	CITY Local Funds	Federal Highway Bridge Program Funds
PAED				
PS&E	\$ 2,500,300	\$ 288,285	\$ -	\$ 2,212,015
Right of Way	\$ 4,000,000	\$ 461,200	\$ -	\$ 3,538,800
Construction	\$ 36,232,500	\$ 4,177,607	\$ -	\$ 32,054,893
Total	\$ 42,732,800	\$ 4,927,092	\$ -	\$ 37,805,708

*AUTHORITY's Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement.



NORTH FIRST OVER BNSF BRIDGE

PROJECT LOCATION

Attachment: North First BNSF Bridge Location (1372 : New Contract North First Avenue BNSF Bridge

Minute Action

AGENDA ITEM: 9

Date: *January 16, 2015*

Subject:

Allocation to North First Avenue Bridge over the Mojave River and Project Funding Agreement

Recommendation:

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

A. Allocate \$3,178,871 in North Desert Subarea Major Local Highway Program funds to the City of Barstow for the North First Avenue Bridge over the Mojave River, Bridge No. 54C-0089 Project.

B. Approve Funding Agreement 15-1001118 in the amount of \$3,178,871 with the City of Barstow for the North First Avenue Bridge over the Mojave River, Bridge No. 54C-0089 Project.

C. Approve a budget amendment to increase Task 0516 Measure I Mountain/Desert Apportionment and Allocations by \$150,000 from 4330 - North Desert Subarea Major Local Highway Program funds.

Background:

The North First Avenue Bridge over the Mojave River Project will replace an existing two-lane bridge over the Mojave River in the City of Barstow. The Project location is shown in Attachment 1. The Project has been awarded Highway Bridge Program (HBP) Funds by the California Department of Transportation, and the City of Barstow has already begun the environmental phase of the project. The City has requested an allocation of \$3,178,871 North Desert Subarea Major Local Highway funds to provide the required local match to the HBP Funds for environmental, final design, right-of-way, and construction. The total cost of these phases is estimated to be \$27,750,433. Construction is anticipated to begin in Fiscal Year 2017/2018.

North Desert Subarea representatives met on October 29, 2014, and concur with the recommended allocation.

Entity: CTA

Mountain-Desert Committee Agenda Item

January 16, 2015

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Financial Impact:

This item is not consistent with the Fiscal Year 2014/2015 budget. A budget amendment is required to increase Task No. 0516 by \$150,000 from Fund 4330 - North Desert Subarea Major Local Highway Program funds.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item and the draft agreement.

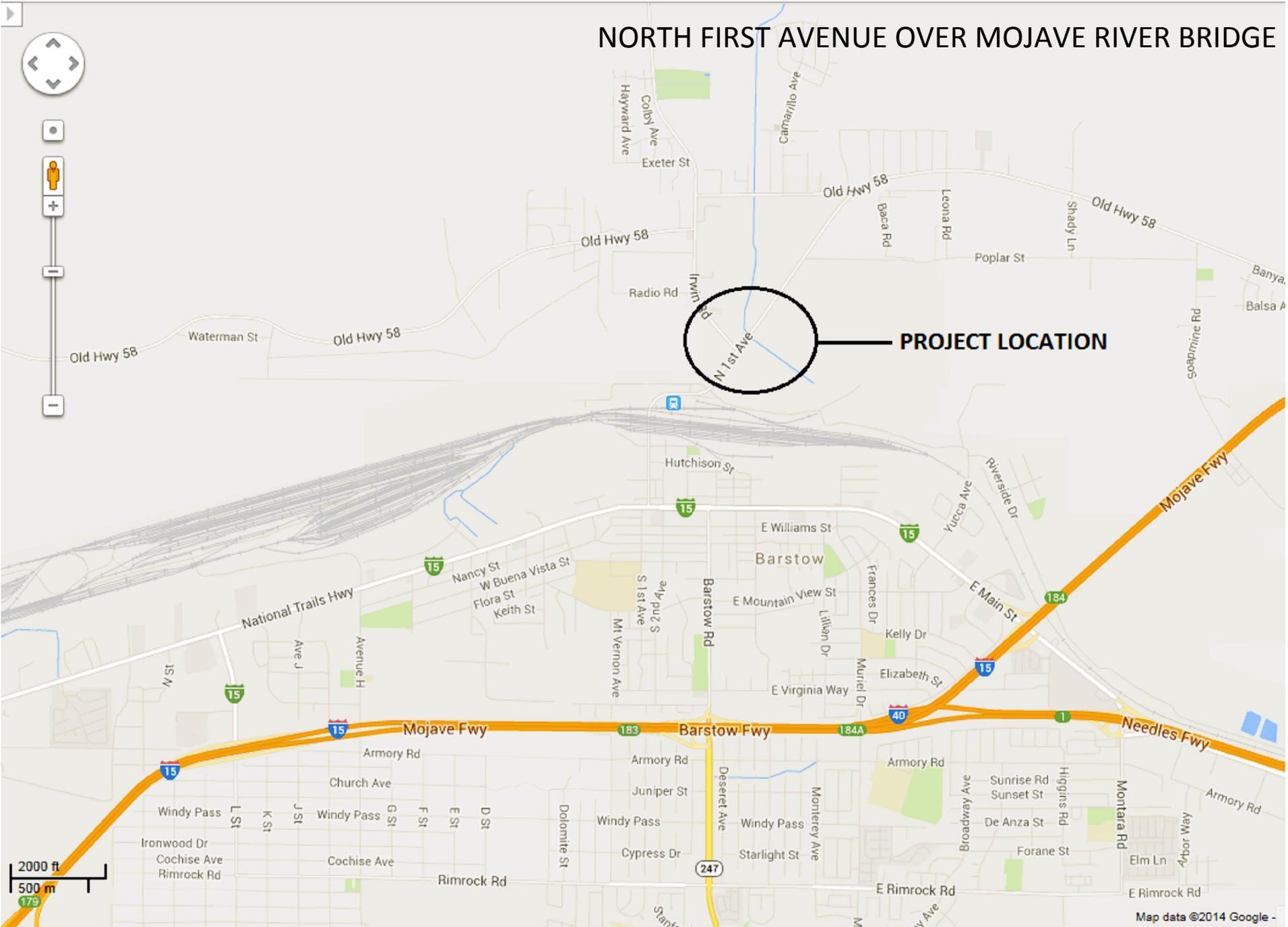
Responsible Staff:

Ellen Pollema, Transportation Planning Analyst

Approved
Mountain-Desert Committee
Date: January 16, 2015

Witnessed By:

NORTH FIRST AVENUE OVER MOJAVE RIVER BRIDGE



Attachment: North First Mojave River Bridge Location [Revision 1] (1373 : New Contract Funding



CONTRACT SUMMARY SHEET

Contract No. C 15-1001118 Amendment No. _____

By and Between

San Bernardino Associated Governments and City of Barstow

Contract Description Funding Agreement North First Avenue Bridge Over Mojave River Bridge No. 54C-0089

Board of Director's Meeting Date: February 4, 2015	
Overview of BOD Action: Approve allocation, funding agreement and budget amendment	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A	

CONTRACT OVERVIEW					
Original Contract Amount	\$	3,178,871	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	3,178,871	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	3,178,871

Contract Start Date 2/4/15	Current Contract Expiration Date 12/31/21	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0516</u> . <input checked="" type="checkbox"/> A Budget Amendment is required. How are we funding current FY? North Desert Subarea MLHP	
<input type="checkbox"/> Federal Funds <input type="checkbox"/> State Funds <input type="checkbox"/> Local Funds <input type="checkbox"/> TDA Funds <input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: Measure I North Desert MLHP Funds <input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

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

Ellen Pollema

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 _____

PROJECT FUNDING AGREEMENT NO. C15-1001118

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF BARSTOW

FOR

NORTH FIRST AVENUE BRIDGE OVER THE MOJAVE RIVER
BRIDGE NO. 54C-0089
IN THE CITY OF BARSTOW

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 CITY OF BARSTOW (hereinafter referred to as “CITY”). AUTHORITY and CITY shall be individually or collectively, as applicable, known as “Party” or “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the North Desert Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 North Desert Subarea Major Local Highway Program (“MLHP”);
- B. The NORTH FIRST AVENUE BRIDGE OVER THE MOJAVE RIVER, BRIDGE NO. 54C-0089 in the City of Barstow (“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 North Desert Subarea MLHP funds;
- D. On February 4, 2015, AUTHORITY’s Board of Directors approved allocation of \$3,178,871 in North Desert Subarea MLHP funds for the PROJECT;
- E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;

F. Parties desire to proceed with the PROJECT in a timely manner;

G. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT; and

H. AUTHORITY and CITY are entering into this Agreement with the understanding that AUTHORITY will reimburse CITY for eligible PROJECT expenditures with MLHP funds.

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

SECTION I

AUTHORITY AGREES:

1. To reimburse CITY for the actual cost of the PROJECT up to a maximum of \$3,178,871 in MLHP Funds. An estimate of costs for the PROJECT is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount.
2. To reimburse CITY within 30 days after CITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY up to a maximum of \$3,178,871, 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 CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.
4. AUTHORITY shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

CITY 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 CITY, subject to reimbursement by AUTHORITY hereunder, for an

amount not to exceed \$3,178,871 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT by CITY are considered eligible PROJECT expenses and may be charged to the PROJECT funds subject to AUTHORITY's guidelines.

3. To abide by all AUTHORITY, CITY, 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 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 AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at CITY's City Hall. Copies will be made and furnished by CITY upon written request by AUTHORITY.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY'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 CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report 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 CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CITY 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 CITY from any source under AUTHORITY's control.

10. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.
11. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and CITY.

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. 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;
3. In the event CITY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY shall inform AUTHORITY of this 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.
4. 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 or interest.
5. 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 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 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 CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY’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.

- 6. 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 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 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 CITY’s “active” as well as “passive” negligence but does not apply to CITY’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.
- 7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or December 31, 2021, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8 and 9 of Section II, and Paragraphs 5 and 6 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 CITY within twelve (12) months of the Effective Date of this Agreement.
- 8. AUTHORITY may terminate this Agreement if 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.
- 9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- 10. Attachment A, The NORTH FIRST AVENUE BRIDGE OVER THE MOJAVE RIVER, BRIDGE NO. 54C-0089, (Description of Project and Milestones), and Attachment B, NORTH FIRST AVENUE BRIDGE OVER THE MOJAVE RIVER, BRIDGE NO. 54C-0089 (Summary of Estimated Costs), are attached to and incorporated into this Agreement.
- 11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

-----SIGNATURES ARE ON THE FOLLOWING PAGE-----

--

In witness whereof, the Parties have executed this Agreement by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF BARSTOW

By: _____
L. Dennis Michael, President
Board of Directors

By: _____
Julie Hackbarth-McIntyre
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
Terri Highsmith
CITY Attorney

Date: _____

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment A

NORTH FIRST AVENUE BRIDGE OVER THE MOJAVE RIVER BRIDGE NO. 54C-0089 CITY OF BARSTOW

Description of Project and Milestones

Project Title			
North First Avenue over Mojave River Bridge No. 54C-0089			
Location, Project Limits, Description, Scope of Work, Legislative Description			
<p>The North First Avenue Bridge (Bridge No. 54C0089) over Mojave River is located 1.4 miles north of Route I-15. The project limits are approximately from Riverside Drive to Irwin Road. North First Avenue is the main north-south corridor connecting the northern and southern communities of the City of Barstow. Currently, the bridge has only two lanes, no shoulder, a 3' narrow walkway on north side of the existing bridge and a Functionally Obsolete (FO) of 54.5. The replacement bridge is proposed to address the overall condition of the bridge and provide standard lanes, shoulder, and sidewalks.</p>			
Component		Implementing Agency	
PA&ED		City of Barstow	
PS&E		City of Barstow	
Right of Way		City of Barstow	
Construction		City of Barstow	
Legislative Districts			
Assembly:		33rd	Senate: 16
Congressional:		8th	
Purpose and Need			
<p>The communities north of Barstow are connected to the south communities of the City by North First Avenue bridge over Mojave River. The Mojave River divides these two communities. Currently the existing bridge, initially built in 1933, is listed as functionally obsolete in Caltran's Structure Maintenance & Investigation reports. The rating is due to its age, and geometry.</p> <p>The replacement of the North First Ave Bridge over Mojave River will be consisted with the design standards of the North Avenue Bridge over BNSF and provide for a continuous standard lanes, shoulders and sidewalks.</p>			
Project Benefits			
<p>The replacement of the bridge would have the following benefits:</p> <ul style="list-style-type: none"> • Keeps Barstow's northern and southern communities connected. • Keep transportation goods moving from the west coast to middle eastern United States. • Provides for a safe transportation route. • Provides alternate transportation methods such as walking and bicycling. 			

Attachment: Contract 15-1001118 [Revision 4] (1373 : New Contract Funding Agreement for North First Avenue Over Mojave River Bridge No.

Project Milestone			Proposed
Project Funding Approved –E76			8/21/2014
Begin Environmental (PA&ED) Phase			2/2015
Circulate Draft Environmental Document	Document Type	IS/EA	1/2016
Draft Project Report			6/2016
End Environmental Phase (PA&ED Milestone)			1/2017
Begin Design (PS&E) Phase			1/2017
End Design Phase (Ready to List for Advertisement Milestone)			6/2018
Begin Right of Way Phase			1/2017
End Right of Way Phase (Right of Way Certification Milestone)			6/2018
Begin Construction Phase (Contract Award Milestone)			9/2018
End Construction Phase (Construction Contract Acceptance Milestone)			4/2020
Begin Closeout Phase			4/2020
End Closeout Phase (Closeout Report)			6/2020

ATTACHMENT B
NORTH FIRST AVENUE BRIDGE OVER THE MOJAVE RIVER
BRIDGE NO. 54C-0089
CITY OF BARSTOW

Summary of Estimated Costs

Component	Total Cost	AUTHORITY SHARE* MLHP Funds	CITY Local Funds	Federal Highway Bridge Program Funds
PAED	\$ 2,593,684	\$ 299,052		\$ 2,294,632
PS&E	\$ 2,499,999	\$ 288,250		\$ 2,211,749
Right of Way	\$ 800,000	\$ 92,240		\$ 707,760
Construction	\$ 21,676,750	\$ 2,499,329		\$ 19,177,421
Total	\$ 27,570,433	\$ 3,178,871		\$ 24,391,562

*AUTHORITY's Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement.

Minute Action

AGENDA ITEM: 10

Date: *January 16, 2015*

Subject:

Memorandum of Understanding concerning US 395 and State Route 58

Recommendation:

That the Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission, approve technical corrections to Contract C14066, the Eastern California Transportation Planning Partnership Memorandum of Understanding.

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 and before approval by the other parties to the agreement, changes in staff at several of the participating agencies have resulted in necessary changes to the signatories and minor corrections are needed to the mile marker for the start of the project and the California Transportation Commission adoption date, resolution number, and fund type. Attached to this agenda item is the final version incorporating all modifications to language and signatories. Also 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 goal to coordinate development of long range transportation plans, transportation improvement programs, and other transportation planning systems studies 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 Transportation Improvement Program (ITIP) funds and SANBAG allocated \$4 million in RIP funds.

Entity: CTC

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January 16, 2015

Page 2

Caltrans, while not a party to the MOU, acknowledges the intent of the parties is 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 State Route (SR) 14 corridors. The total investment to date, including the contributions from ITIP, is \$248 million.

In early 2011, a Program Change Request (PCR) was prepared by Caltrans to officially split the U.S. 395 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.

Financial Impact:

The item has no financial impact to the FY14/15 SANBAG Budget.

Reviewed By:

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

Responsible Staff:

Ellen Pollema, Transportation Planning Analyst

Approved
Mountain-Desert Committee
Date: January 16, 2015

Witnessed By:



CONTRACT SUMMARY SHEET

Contract No. C 14066 Amendment No. _____

By and Between

California Department of Transportation, Inyo County LTC, Kern Council of Governments, Mono County LTC and San Bernardino Associated Governments acting as San Bernardino County Transportation Commission

Contract Description Memorandum of Understanding between Eastern California Transportation Planning Agencies

Board of Director's Meeting Date: 2/4/15	
Overview of BOD Action: Approved as presented	
Is this a Sole-Source procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A

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

Contract Start Date 2/4/15	Current Contract Expiration Date N/A	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____.				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? N/A				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
<i>Provide Brief Overview of the Overall Funding for the duration of the Contract:</i>				
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable				

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

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

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 September 19, 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.

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

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) 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 notwithstanding 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 Interstate 15 to State Route 58 (PM4.0-48.0). 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 adopted the 2002 STIP by resolution G-02-04 on April 04, 2002, which committed \$4,000,000 of ITIP funds to this project. The AGENCIES hope the State continues to support this project as it progresses.

-----SIGNATURES ON FOLLOWING PAGE-----

Attachment: C14066 MOU (1542 : Eastern California Transportation Planning Partnership Revisions to

**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**

<p>Attachment A 1999 MOU, 4 pages 2001 MOU, 3 pages</p>

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 0

Attachment: C14066 MOU (1542 : Eastern California Transportation Planning Partnership Revisions to

**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**

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 from 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 from 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.

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

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. Probst 1-11-99
Cathy Probst Date
Chairman

Kirk Perkins 1/8/99
Kirk Perkins Date
Deputy County Counsel

Ron Brummett 1/8/99
Ron Brummett Date
Executive Director

Inyo County Local Transportation Commission

Robert Kimball
Robert Kimball Date
Chairman

Paul Bruce for 1/7/99
Paul Bruce Date
County Counsel

Jeff Jewett 1-7-99
Jeff Jewett Date
Executive Director

Mono County Local Transportation Commission

Joann Ronci 1-7-99
Joann Ronci Date
Chairman

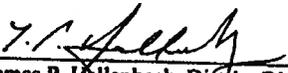
Marshall Rudolph 1/7/99
Marshall Rudolph Date
County Counsel

Scott Burns 1-7-99
Scott Burns Date
Executive Director

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

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

1/7/99
Date



Bart Bohn, District Director
Caltrans, District 06

1/7/99
Date

Attachment: C14066 MOU (1542 : Eastern California Transportation Planning Partnership Revisions to
 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**

**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

Attachment: C14066 MOU (1542 : Eastern California Transportation Planning Partnership Revisions to

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

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:

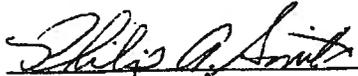
- 40% by the County RIP in which the PROJECT is located
- 40% by the State IIP
- 10% each by the two remaining County's RIPs

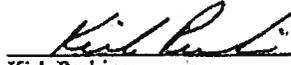
Inyo, Mono, and Kern County RTPAs have, by separate Resolution or Minute Order, authorized their duly appointed officers to execute this MOU.

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE LOCAL TRANSPORTATION COMMISSION, KERN COUNCIL OF GOVERNMENTS, MONO COUNTY LOCAL TRANSPORTATION COMMISSION, AND SAN BERNARDINO ASSOCIATED GOVERNMENTS

Kern Council of Governments:

Approved as to form:

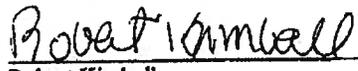

Philip Smith
Chairperson

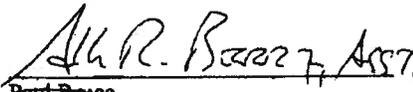

Kirk Perkins
Deputy County Counsel

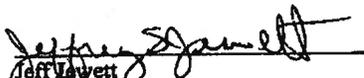

Ronald E. Brummett
Executive Director

Inyo County Local Transportation Commission

Approved as to form:

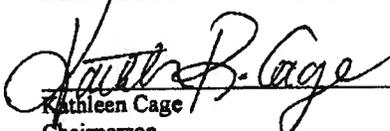

Robert Kimball
Chairman

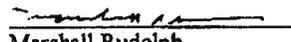

Paul Bruce
County Counsel


Jeff Lavett
Executive Director

Mono County Local Transportation Commission

Approved as to form:

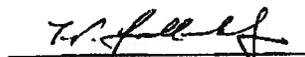

Kathleen Cage
Chairperson


Marshall Rudolph
County Counsel


Scott Burns
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 MOU.


Thomas P. Hallenbeck, District Director
Caltrans, District 9


Mike Leonardo, Acting District Director
Caltrans, District 6

10.b

Packet Pg. 77

Attachment: C14066 MOU (1542 : Eastern California Transportation Planning Partnership Revisions to 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

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	\$8,851	\$27,403	\$8,851	\$88,508	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	\$2,081	\$2,081	\$513	\$513	\$1,128	Not Started
Rights-of-Way	14/13	\$6,620	\$6,620	\$1,600	\$1,600	\$16,930	Not Started
Construction	17/18	\$37,400	\$37,400	\$9,350	\$9,350	\$93,900	Proposed in 2014 Cycle
(Mono) High Point		\$597	\$150	\$150	\$597	\$1,494	Constructed
Environmental	2/3	\$541	\$135	\$135	\$541	\$1,353	Completed
Design	7/8	\$56	\$15	\$15	\$56	\$141	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					\$280	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	\$44,999	In Design
Design	12/13	\$1,000	\$250	\$1,000	\$250	\$2,300	In Progress
Rights-of-Way	14/13	\$4,520	\$1,130	\$4,520	\$1,130	\$11,300	Not Started
Construction	16/17	\$12,435	\$3,109	\$12,435	\$3,109	\$31,000	Not Started
(Kern) Freeman Gulch Seg 2		\$19,075	\$3,258	\$19,075	\$3,258	\$44,668	In Design
Design	13/16	\$1,300	\$303	\$0	\$303	\$3,230	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	\$38,806	
(Kern) Freeman Gulch Seg 3		\$21,728	\$5,418	\$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	\$123	\$310	\$123	\$1,230	Not Programmed
Construction	Future	\$19,578	\$4,844	\$20,378	\$4,844	\$48,460	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			\$	89,743
	Kern	\$ 12,418	\$ 217,400			\$	100,596
	Mono	\$ 32,700	\$ 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.

_____, 2013

Page 11 of 11

4-County STIP & Planning MOU

MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2014

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

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

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

*** New SANBAG Board Member

X = Member attended meeting.
MDCatt14.doc

Empty box = Member did not attend meeting

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

Communication: Attendance (Additional Information)

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.

Meeting Procedures and Rules of Conduct

Meeting Procedures

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

Accessibility

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

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

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

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

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

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

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

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

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

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

Attendance - The Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.

- A Member/Alternate, who arrives after attendance is taken, shall announce his/her name prior to voting on any item.
- A Member/Alternate, who wishes to leave the meeting after attendance is taken but before remaining items are voted on, shall announce his/her name and that he/she is leaving the meeting.

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 “aye” votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion, shall individually and orally state the Member’s “nay” vote or abstention. Members present who do not individually and orally state their “nay” vote or abstention shall be deemed, and reported to the public, to have voted “aye” on the motion.

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/she would like to amend the 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 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.

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

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

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

San Bernardino Associated Governments



MISSION STATEMENT

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

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

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

Approved June 2, 1993
Reaffirmed March 6, 1996