

AGENDA

General Policy Committee Meeting

August 12, 2015

9:00 AM

Location

SANBAG

First Floor Lobby

1170 W. 3rd Street, San Bernardino, CA 92410

General Policy Committee Membership

Chair – SANBAG Vice President

Supervisor Robert Lovingood
County of San Bernardino, *MDC Chair*

SANBAG President

Council Member Ryan McEachron
City of Victorville

SANBAG Past President

Mayor L. Dennis Michael
City of Rancho Cucamonga

Mt./Desert Representatives

Mayor Pro Tem Bill Jahn
City of Big Bear Lake

Mayor Joel Klink
City of Twentynine Palms

East Valley Representatives

Council Member Dick Riddell
City of Yucaipa

Mayor Larry McCallon
City of Highland

Mayor Rhodes (Dusty) Rigby
City of Loma Linda

Supervisor James Ramos
County of San Bernardino, *CRTC Chair*

West Valley Representatives

Mayor Dennis Yates
City of Chino

Mayor Pro Tem Alan Wapner
City of Ontario, *MVSS Chair*

Supervisor Janice Rutherford
County of San Bernardino

Ray Wolfe
Executive Director

Eileen Monaghan Teichert
SANBAG Counsel

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

AGENDA

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**SANBAG First Floor Lobby
1170 W. 3rd Street, San Bernardino, CA 92410**

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

CALL TO ORDER

(Meeting Chaired by Robert A. Lovingood)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Diane Greve

Possible Conflict of Interest Issues

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

Pg. 10

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.

Consent - Administrative Matters

- 2. May/June/July 2015 Procurement Report** Pg. 11
Receive the May/June/July 2015 Procurement Report.
Hilda Flores
This item is not scheduled for review by any other policy committee or technical advisory committee
- 3. Measure I Revenue** Pg. 31
Receive report on Measure I receipts for Measure I 2010-2040.
Hilda Flores
This item is not scheduled for review by any other policy committee or technical advisory committee.

DISCUSSION ITEMS

Discussion - Administrative Matters

- 4. Status of Fiscal Year 2014/2015 Audit/Update from meeting with auditor and Executive Board** Pg. 33
That the General Policy Committee recommend the Board receive and file update on the audit for Fiscal Year 2014/2015 and meeting with auditor and the Executive Board.
Hilda Flores
This item is not scheduled for review by any other policy committee or technical advisory committee.
- 5. Investment Policy No. 20100** Pg. 37
That the General Policy Committee recommend the Board:
A. Approve existing SANBAG Investment Policy No. 20100 with staff recommended changes to Paragraph IX - Allowable Investments for SANBAG Operating Funds, including modification to subparagraph I, and adding subparagraphs N and O; and
B. Delegate for a one-year period authority to invest or reinvest funds, or to sell or exchange securities so purchased, pursuant to Policy No. 20100 to SANBAG's treasurer.
Hilda Flores
This item is not scheduled for review by any other policy committee or technical advisory committee. This item and the draft policy have been reviewed by SANBAG's General Counsel.
- 6. Fiscal Year 2014/2015 Work Goals and Objectives Fourth Quarter Report** Pg. 66
Receive update on the Fiscal Year 2014/2015 Work Goals and Objectives.
Ray Wolfe
This item is not scheduled for review by any other policy committee or technical advisory committee meeting.

7. Appointment of Mike Layne to the Independent Taxpayer Oversight Committee Pg. 67

That the General Policy Committee recommend the Board approve the appointment of Mike Layne to fill a vacancy on the Independent Taxpayer Oversight Committee (ITOC).

Duane Baker

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

8. Santa Fe Depot First Floor Modifications Pg. 69

That the General Policy Committee recommend that the Board review and ratify the procurement procedures used for the Depot Board Room door hardware and railing and first floor security desk purchases.

Duane Baker

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG's General Counsel and Procurement Manager have reviewed this item.

9. Selection of San Bernardino Santa Fe Depot Property and Facilities Management Firm Pg. 71

That the General Policy Committee recommend the Board approve Contract No. C15-1001227 with CityCom Real Estate Services, Inc. (CityCom) for property and facility management services at the San Bernardino Santa Fe Depot for term of three (3) years with two (2) one-year option(s) to extend. The total Contract Not-To-Exceed Amount is one hundred and forty-four thousand dollars (\$144,000).

Duane Baker

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.

Discussion - Air Quality/Traveler Services

10. California Air Resources Board Multi-Source Facility Demonstration Project Grant Pg. 85

That the General Policy Committee recommend the Board approve the development and submission of an application to the California Air Resources Board (ARB) requesting that SANBAG be the recipient of funds for Advanced Technology Freight Demonstration projects solicited under Assembly Bill 118 (AB 118).

Duane Baker

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG's General Counsel has reviewed this item.

11. Amendment to Freeway Service Patrol Contract C14177 to Increase Contract Amount and Extend Contract Term. Pg. 87

That the General Policy Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission, approve Amendment No. 5 to Contract No. C14177 (00-1001034) with Steve's Towing to continue providing Construction Freeway Service Patrol (CFSP) services with increased hours for the Cajon Pass Rehabilitation Project, which shall increase the contract amount by \$200,000 for a revised not-to-exceed amount of \$975,044. This action shall also extend the contract date to June 30, 2016.

Kelly Lynn

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

Discussion - Regional/Subregional Planning

12. Development of Countywide Points of Interest Pedestrian Plan

Pg. 94

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Commission, approve Contract No. 15-1001172 with Fehr & Peers for the development of a Countywide Points of Interest Pedestrian Plan in an amount not-to-exceed \$369,923.

Ginger Koblasz

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 agreements.

13. Cooperative Agreement No. 16-1001343: San Bernardino Associated Governments and the Rim of the World Recreation and Park District for the Districtwide Active Transportation Plan

Pg. 102

That the General Policy Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A. Approve Cooperative Agreement 16-1001343 with the Rim of the World Recreation and Park District for the development of the Districtwide Active Transportation Plan in an amount not-to-exceed \$284,250 with SANBAG project management costs not-to-exceed \$28,000.

B. Approve a Fiscal Year 2015/2016 budget amendment to increase Task No. 0404, Subregional Planning by \$284,250 to be funded with \$284,250 from Caltrans Active Transportation Program (ATP) funds (state portion).

Josh Lee

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

Discussion - Council of Governments

14. Agreements with Southern California Edison (SCE) and Southern California Gas Company (SoCalGas) for implementing the San Bernardino Regional Energy Leadership Partnership

Pg. 118

That the General Policy Committee recommend the Board, acting as the Council of Governments (COG), approve:

A. Agreements C15-1001306 with SCE and C15-1001307 with SoCalGas for implementing the San Bernardino Regional Energy Leadership Partnership with 15 partner cities in San Bernardino County, with all approved costs and labor associated with these partnerships reimbursable by both utilities, in substantially the forms attached.

B. A budget fund swap to the SANBAG Fiscal Year 2015/2016 Budget to reclassify \$217,000 from Property Assessed Clean Energy Fund to Local Projects Fund in Task No. 0111, Energy Conservation.

Duane Baker

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

15. State and Federal Legislative Update

Pg. 224

That the General Policy Committee recommend the Board receive and file this report.

Wendy Strack

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

ADJOURN TO:

CLOSED SESSION

Conference with Labor Negotiator

Pursuant to Government Code section 54957.6

Agency designated representative: Ray Wolfe

Employee organization: Unrepresented employees group

ADJOURNMENT

Additional Information

Attendance

SANBAG Entities

Acronym List

Mission Statement

Pg. 302

Pg. 303

Pg. 304

Pg. 306

The next General Policy Committee meeting will be held Wednesday, September 9, 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.

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

*Adopted By SANBAG Board of Directors January 2008
Revised March 2014*

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

Minute Action

AGENDA ITEM: 1

Date: August 12, 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
11	C14177	<i>Steve's Towing</i> <i>Miguel Leyva</i>	N/A
12	15-1001172	<i>Fehr & Peers</i> <i>Jason Pack</i>	N/A

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:
 Duane Baker, Director of Management Services

Approved
 General Policy Committee
 Date: August 12, 2015
 Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE

Minute Action

AGENDA ITEM: 2

Date: August 12, 2015

Subject:

May/June/July 2015 Procurement Report

Recommendation:

Receive the May/June/July 2015 Procurement Report.

Background:

The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on March 12, 2014. On February 6, 2013, the Board of Directors authorized the Executive Director, or designee, to approve: a) contracts and purchase orders up to \$100,000 and for purchase orders originally \$100,000 or more, increasing the purchase order amount up to 10% of the original purchase order value, not to exceed \$25,000; b) amendments with a zero dollar value; c) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; and d) amendments that cumulatively do not exceed 50% of the original contract value or \$100,000, whichever is less and to release Request for Proposal (RFP), Request for Quote (RFQ) and Invitation for Bid (IFB) for proposed contracts from which funding has been approved in San Bernardino Associated Governments (SANBAG's) Annual Budget, and which are estimated not-to-exceed \$1,000,000. SANBAG staff has compiled this report that summarizes all contract actions approved by the Executive Director, or designee.

On July 11, 2012, the Board of Directors authorized SANBAG's General Counsel to award and execute legal services contracts up to \$50,000 with outside counsel as needed on behalf of SANBAG and its authorities organized under the umbrella of the Council of Governments. Also, periodically notify the Board after exercising such authority. A list of all Contracts and Purchase Orders that were executed by the Executive Director and/or General Counsel during the months of May, June and July is presented herein as Attachment A, and all RFPs and IFBs are presented in Attachment B.

Financial Impact:

This item imposes no impact on the Fiscal Year 2014/2015 or 2015/2016 budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:

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

Responsible Staff:

Hilda Flores, Chief of Fiscal Resources

Entity: CMA, COG, CTA, CTC, SAFE

General Policy Committee Agenda Item
August 12, 2015
Page 2

Approved
General Policy Committee
Date: August 12, 2015
Witnessed By:

Attachment A

May to July Contract Actions

New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
15-1001071	Insurance Compliance and Certificate Tracking Services.	Exigis	\$69,000.00	Vendor to track insurance compliance for all contracts and amendments.
15-1001311*	I-215 BiCounty Shopp Contribution Agreement for Iowa/La Cadena Signals.	Caltrans	\$281,000.00	Contribution Agreement towards traffic signal improvements at the I-215 Iowa/La Cadena Drive interchange.

*Executive Director authorized to execute agreement per June 3, 2015 Minute Action.

Attachment A

May to July Contract Amendment Actions

Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
C09129 Amendment 3	Amendment 3 redistributes \$200,000 between capital and support. Project: Cooperative Agreement for I-215 Segments 1&2 Construction.	Caltrans	Original \$0.00 Amendment 1 \$0.00 Amendment 2 \$0.00	\$0.00	\$0.00
C11089 Amendment 1	Amendment 1 allows SANBAG and City of Rialto to either deposit payment into an escrow account or pay SANBAG up front and receive reimbursement for unused funds. Project: Cooperative Agreement for Landscape Construction for I-10 Riverside Interchange.	City of Rialto	Original \$1,927,000.00	\$0.00	\$1,927,000.00
C11093 Amendment 4	Amendment 4 includes language to permit partial Relief of Maintenance for completed segments of the project. Project: Construction/Capital Support on I-10 Cherry Ave Interchange Project.	Caltrans	Original \$131,167.00 Amendment 1 \$0.00 Amendment 2 \$0.00 Amendment 3 \$0.00	\$0.00	\$131,167.00

Attachment: BRD1507a1-wws (2104 : Procurement Report)

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
C11199 Amendment 3	Amendment 3 extends contract term through June 30, 2017. Project: Lenwood Grade Separation Right of Way Construction.	County of San Bernardino and City of Barstow	Original \$1,021,465 Amendment 1 \$1,102,535.00 Amendment 2 \$(66,774.00)	\$0.00	\$2,057,226.00
C11207 Amendment 2	Amendment 2 extends contract term through December 31, 2015. Project: Legal Services for Downtown San Bernardino Passenger Rail Project.	Nossaman	Original \$2,000,000.00 Amendment 1 \$500,000.00	\$0.00	\$2,500,000.00
C12174 Amendment 1	Amendment 1 extends contract term through June 30, 2016. Project: Information and Communication Technology Services.	Sigma Net	Original \$409,200.00	\$0.00	\$409,200.00
C12221 Amendment 1	Amendment 1 extends contract term and increases contract amount by \$6,072.00. Project: Freeway Service Patrol Digital Radio Lease Frequencies.	Lucky's Two Way Radios	Original \$15,048.00	\$6,072.00	\$21,120.00
C12226 Amendment 3	Amendment 3 amends agreement to include language to permit partial Relief of Maintenance for completed segments of the project. Project: Cooperative Agreement for I-15 Rancho Rd. Project.	Caltrans	Original \$0.00 Amendment 1 \$39,171,582. Amendment 2 \$50,000.00	\$0.00	\$39,221,582.00

Attachment: BRD1507a1-wws (2104 : Procurement Report)

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
C13027 Amendment 2	Amendment 2 extends contract term through December 31, 2016. Project: Project Study Report/Project Report for SR-210 Baseline Interchange.	City of Highland	Original \$434,620.00 Amendment 1 \$129,890.00	\$0.00	\$564,510.00
C13114 Amendment 1	Amendment 1 extends contract term through December 3, 2016. Project: SR-210 Baseline Interchange Oversight of Project Study.	Caltrans	Original \$310,000.00	\$0.00	\$310,000.00
C13134 Amendment 3	Amendment 3 extends park and ride lease through July 31, 2015. Project: Park and Ride Lease Agreement.	Community Baptist Church	Original \$5,880.00 Amendment 1 \$1,260.00 Amendment 2 \$609.00	\$0.00	\$7,749.00
C13135 Amendment 1	Amendment 1 extends park and ride lease through December 31, 2015 and increases contract amount. Project: Park and Ride Lease Agreement.	Montecito Park Union Church	Original \$6,120.00	\$1,530.00	\$7,650.00
C13136 Amendment 2	Amendment 2 extends park and ride lease through December 31, 2015 and increases contract amount. Project: Park and Ride Lease Agreement.	Shepherd of the Hill Lutheran Church	Original \$15,840.00 Amendment 1 \$2,280.00	\$5,100.00	\$23,220.00

Attachment: BRD1507a1-wws (2104 : Procurement Report)

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
C13137 Amendment 1	Amendment 1 extends park and ride lease through September 30, 2015 and increases contract amount. Project: Park and Ride Lease Agreement.	Highland Avenue Community Church	Original \$21,600.00	\$3,600.00	\$25,200.00
C13138 Amendment 1	Amendment 1 extends park and ride lease through December 31, 2015 and increases contract amount. Park and Ride Lease Agreement.	St. Paul the Apostle Catholic Church	Original \$18,480.00	\$4,500.00	\$22,980.00

Attachment: BRD1507a1-wws (2104 : Procurement Report)

Attachment A

May to July Contract Task Order Actions

Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C12233 CTO 7	Labor compliance audit of Roy Dots.	GCAP Services	\$300,000.00	CTO 1 \$3,459.00 CTO 2 \$34,320.00 CTO 3 \$22,881.44 CTO 4 \$39,653.50 CTO 4.1 \$9,000.00	\$5,807.50
C12244 CTO 3.1	Extend CTO 3 original completion date for Right of Way support for I-215 Bi-County Project.	Overland Pacific & Cutler, Inc.	\$6,000,000.00	CTO 1 \$1,705,921.00 CTO 1.1 \$174,350.00 CTO 1.2 \$21,897.31 CTO 6 \$21,833.00 CTO 7 \$100,530.14 CTO 7.1 \$11,250.00 CTO 9 \$12,995.00 CTO 11 \$23,200.00 CTO 12 \$10,896.00	Original \$21,811.68 Amendment 1 \$0.00 Total: \$21,811.68

Attachment: BRD1507a1-wws (2104 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C12244 CTO 13	ROW Agreements, correspondence with property owner for the Laurel Street Grade Separation project.	Overland Pacific & Cutler, Inc.	\$6,000,000.00	CTO 1 \$1,705,921.00 CTO 1.1 \$174,350.00 CTO 1.2 \$21,897.31 CTO 3.1 \$21,811.68 CTO 6 \$21,833.00 CTO 7 \$100,530.14 CTO 7.1 \$11,250.00 CTO 9 \$12,995.00 CTO 11 \$23,200.00 CTO 12 \$10,896.00	\$5,588.51
C12242 CTO 5.2	Extend CTO 5 original completion date for SR-210 Lane Addition.	Epic Land Solutions	\$6,000,000.00	CTO 3 \$730.00 CTO 5 \$40,108.06 CTO 5.1 \$41,432.52 CTO 8 \$37,063.45 CTO 11 \$23,200.00	Original \$40,108.06 Amendment 1 \$41,432.52 Amendment 2 \$0.00 Total: \$82,540.58
C14144 CTO 2	Focused protocol surveys for Delhi Sands Flower-loving fly.	Vandermost Consulting Services	\$3,000,000.00	CTO 1 \$39,155.00	\$57,306.00

Attachment: BRD1507a1-wws (2104 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14086 CTO 6.3	Added additional environmental phasing for NEPA and CEQA to the NEPA environmental clearance requirements.	Parsons Brinckerhoff	\$20,000,000.00	CTO 2 \$520,105.00 CTO 2.1 \$0.00 CTO 3 \$20,000.00 CTO 5 \$366,138.00 CTO 5.1 \$21,998.00 CTO 5.2 \$0.00 CTO 9 \$29,917.00 CTO 21 \$3,014.70 CTO 12B \$247,445.00 CTO 12B.1 \$28,785.96 CTO 27 \$13,774.98	Original \$124,911.00 Amendment 1 \$10,985.00 Amendment 2 \$25,293.00 Amendment 3 \$61,034.00 Total: \$222,223.00

Attachment: BRD1507a1-wws (2104 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14086 CTO 12B.2	Extend original completion date of Redlands Passenger Rail Operations/Maintenance & Vehicle Selection.	Parsons Brinckerhoff	\$20,000,000.00	CTO 2 \$520,105.00 CTO 2.1 \$0.00 CTO 3 \$20,000.00 CTO 5 \$366,138.00 CTO 5.1 \$21,998.00 CTO 5.2 \$0.00 CTO 6.3 \$61,034.00 CTO 9 \$29,917.00 CTO 6 \$124,911.00 CTO 6.1 \$10,985.00 CTO 6.2 \$25,293.00 CTO 21 \$3,014.70 CTO 27 \$13,774.98	Original \$247,445.00 Amendment 1 \$28,785.96 Amendment 2 \$0.00 Total: \$276,230.96

Attachment: BRD1507a1-wws (2104 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14086 CTO 33	Under Investigation and Environmental Permits.	Parsons Brinckerhoff	\$20,000,000.00	CTO 2 \$520,105.00 CTO 2.1 \$0.00 CTO 3 \$20,000.00 CTO 5 \$366,138.00 CTO 5.1 \$21,998.00 CTO 5.2 \$0.00 CTO 6.3 \$61,034.00 CTO 9 \$29,917.00 CTO 6 \$124,911.00 CTO 6.1 \$10,985.00 CTO 6.2 \$25,293.00 CTO 21 \$3,014.70 CTO 12B \$247,445.00 CTO 12B.1 \$28,785.96 CTO 12B.2 \$0.00 CTO 27 \$13,774.98	\$377,893.00

Attachment: BRD1507a1-wws (2104 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14086 CTO 36	Re-run the TIGER Grant economic model due to having completed this model previously for the 2014 TIGER Grant.	Parsons Brinckerhoff	\$20,000,000.00	CTO 2 \$520,105.00 CTO 2.1 \$0.00 CTO 3 \$20,000.00 CTO 5 \$366,138.00 CTO 5.1 \$21,998.00 CTO 5.2 \$0.00 CTO 6.3 \$61,034.00 CTO 9 \$29,917.00 CTO 6 \$124,911.00 CTO 6.1 \$10,985.00 CTO 6.2 \$25,293.00 CTO 21 \$3,014.70 CTO 12B \$247,445.00 CTO 12B.1 \$28,785.96 CTO 12B.2 \$0.00 CTO 27 \$13,774.98 CTO 33 \$377,893.00	\$14,762.07

Attachment: BRD1507a1-wws (2104 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14003 CTO 12A.2	Extend original completion date of the Redlands Passenger Rail Operations/Maintenance & Vehicle Selection.	Hatch Mott MacDonald	\$20,000,000.00	CTO 11 \$489,822.00 CTO 11.1 \$283,614.00 CTO 15 \$498,609.00 CTO 15.1 \$260,971.00 CTO 10 \$114,162.00 CTO 8 \$491,993.00 CTO 8.1 \$0.00 CTO 19 \$498,324.00 CTO 20 \$299,836.00 CTO 20.1 \$0.00 CTO 17 \$125,539.00 CTO 23 \$1,134.55 CTO 22 \$249,729.00 CTO 25 \$78,441.00 CTO 25.1 \$0.00 CTO 26 \$21,581.00 CTO 31 \$31,542.00 CTO 32 \$498,593.00 CTO 33 \$377,893.00 CTO 35 \$62,321.00	Original \$238,918.00 Amendment 1 \$28,116.56 Amendment 2 \$0.00 Total: \$267,034.56

Attachment: BRD1507a1-wws (2104 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14003 CTO 22.1	Extend original completion date Upland Metrolink Land Use and Constraints Analysis.	Hatch Mott MacDonald	\$20,000,000.00	CTO 11 \$489,822.00 CTO 11.1 \$283,614.00 CTO 15 \$498,609.00 CTO 15.1 \$260,971.00 CTO 10 \$114,162.00 CTO 8 \$491,993.00 CTO 8.1 \$0.00 CTO 19 \$498,324.00 CTO 20 \$299,836.00 CTO 20.1 \$0.00 CTO 17 \$125,539.00 CTO 12A \$238,918.00 CTO 12A.1 \$28,116.56 CTO 12A.2 \$0.00 CTO 23 \$1,134.55 CTO 25 \$78,441.00 CTO 25.1 \$0.00 CTO 26 \$21,581.00 CTO 31 \$31,542.00 CTO 32 \$498,593.00 CTO 33 \$377,893.00 CTO 35 \$62,321.00	Original \$249,729.00 Amendment 1 \$0.00 Total: \$249,729.00

Attachment: BRD1507a1-wws (2104 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C12033 CTO 30.2	Additional Central Systems Training as requested by the staff from the City of San Bernardino.	Albert Grover & Associates	\$1,000,000.00	CTO 1 through CTO 29 \$281,594.00 CTO 31 Through CTO 38 \$161,372.00 CTO 42 \$19,480.00 CTO 43 \$21,570.00 CTO 45 \$34,488.00 CTO 46 \$18,534.00	Original \$20,000.00 Amendment 1 \$20,000.00 Amendment 2 \$25,000.00 Total: \$65,000.00
C12033 CTO 48	Provide technical assistance to Rialto to facilitate a smooth relocation of the TMC to minimize disruption to traffic operations; assist City to restore Communications to the traffic network after relocation efforts.	Albert Grover & Associates	\$1,000,000.00	CTO 1 through CTO 29 \$281,594.00 CTO 31 Through CTO 38 \$161,372.00 CTO 42 \$19,480.00 CTO 43 \$21,570.00 CTO 45 \$34,488.00 CTO 46 \$18,534.00	\$9,890.00

Attachment: BRD1507a1-wws (2104 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14134 CTO 2.1 & CTO 2.2	Time Extension and increase for Temporary Staff accountant in finance.	Apple One	\$1,000,000.00	CTO 3 \$18,000.00	Original \$32,000.00 Amendment 1 \$18,000.00 Amendment 2 \$25,000.00 Total: \$75,000.00
C14134 CTO 3.1	Time Extension and increase for Temporary receptionist at the front desk.	Apple One	\$1,000,000.00	CTO 2 \$75,000.00	Original \$6,000.00 Amendment 1 \$12,000.00 Total: \$18,000.00

Attachment: BRD1507a1-wws (2104 : Procurement Report)

Attachment A

May to July Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4001302	06/03/2015	Southern California Association of Governments	Dues assessment for FY 2015/16.	\$25,000.00
4001308	06/09/2015	Victor Valley Transit Authority	Since City of Barstow will be joining the JPA of Victor Valley Transit Authority (VVTA), VVTA submitted an application to PTMISEA to release remaining funds from City of Barstow's purchase of vehicles. PTMISEA approved remaining funds to be released to VVTA.	\$14,331.75
4001311	06/15/2015	Apple One	Temporary receptionist services.	\$7,500.00
4001313	06/16/2015	KTIE-AM	Program package including a 25-minute program each week for 39 weeks, with associate spots on KTIE-AM590.	\$17,550.00
4001314	06/16/2015	Little bear productions	Graphic design services for various projects.	\$24,000.00
4001317	06/24/2015	Citycom Real Estate Services	Installation of rail in the board room.	\$23,250.00
4001325	06/25/2015	Sigmanet, Inc.	75 dual monitor stands.	\$10,615.27
4001327	06/29/2015	Sigmanet, Inc.	55 LED monitors.	\$7,432.97
Total				\$129,679.99

Attachment: BRD1507a1-wws (2104 : Procurement Report)

Attachment A

May to July Purchase Order Amendment Actions

Purchase Order Amendments Executed:

Purchase Order No. & Amendment No.	Description of Services and Reason for Amendment	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended PO Total
4001107 / Amendment #1	Extend PO to cover Downtown San Bernardino Passenger Rail project for additional costs associated with new service meters.	Southern California Edison	\$57,121.36	\$25,000.00	\$82,121.36
4001203 / Amendment #1	Public relation services for SANBAG's vendor fair.	Simon Wong Engineering	\$18,500.00	\$5,650.89	\$24,150.89

Attachment: BRD1507a1-wws (2104 : Procurement Report)

Attachment B May to July RFP's and IFB's

Release of RFP's and IFB's

Release Date	RFP/IFB No.	Description of Services	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
				Total	

*None to report.

Attachment: Attachment B (2104 : Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: August 12, 2015

Subject:

Measure I Revenue

Recommendation:

Receive report on Measure I receipts for Measure I 2010-2040.

Background:

Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts for Fiscal Year 2014/2015 as of June 30, 2015 were \$150,618,436.

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

Measure I revenue for the 2014/2015 Fiscal Year budget was estimated to be \$141,960,000. Actual Measure I receipts for Fiscal Year 2014/2015 April through June are \$37,132,591, in comparison to \$35,789,045 received during the quarter ending June 2014/2015, with an increase of 3.75%.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Hilda Flores, Chief of Fiscal Resources

Approved
 General Policy Committee
 Date: August 12, 2015

Witnessed By:

Entity: CMA, CTA, CTC

ATTACHMENT A

Summary of SANBAG Measure I Receipts 2010-2040						
Fiscal Year	July-September	October-December	January-March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	\$391,572,794
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	\$535,038,944
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,436	\$685,657,380
% Increase Over 13/14	5.15%	7.36%	3.75%	3.75%		

Attachment: BRD1505b1-wws (2103 : Measure I Revenue)

Minute Action

AGENDA ITEM: 4

Date: August 12, 2015

Subject:

Status of Fiscal Year 2014/2015 Audit/Update from meeting with auditor and Executive Board

Recommendation:

That the General Policy Committee recommend the Board receive and file update on the audit for Fiscal Year 2014/2015 and meeting with auditor and the Executive Board.

Background:

SANBAG policy requires that its financial statements be audited by a certified public accountant. The Executive Director has exercised the first year option for McGladrey, LLP to conduct the Fiscal Year 2014/2015 audit. The interim or internal control phase of the audit was completed the week of July 6th. The Partner and Manager in charge with Mc Gladrey, LLP met with the Executive Board and SANBAG staff to comply with communications as required by auditing standards. The agenda described engagement objectives, reviewed audit planning process, identified focus areas (such as GASB 68), listed required deliverables, auditor's communication with those charged with governance (Attachment A is letter SAS 114 required to be issued to the governing Board), and communication with the Executive Board. McGladrey's presentation to the Executive Board will be provided as additional support material.

The main change from the prior year for the Fiscal Year 2014/2015 financial statement will be the recognition of net pension liability in the government wide financial statements. San Bernardino County Employees' Retirement Association (SBCERA) has provided audited, actuarial data to enable SANBAG to recognize the liability and provide additional note disclosure. GASB 68 will not change funding, and SBCERA will continue to manage the unfunded liability.

Financial Impact:

This item imposes no impact on the Fiscal Year 2015/2016 budget.

Reviewed By:

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

Responsible Staff:

Hilda Flores, Chief of Fiscal Resources

Approved
 General Policy Committee
 Date: August 12, 2015

Witnessed By:



July 7, 2015

To the Members of the Board of Directors
of the San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

Attention: Members of the Board of Directors

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of San Bernardino Associated Governments' (SANBAG) financial statements as of and for the year ending June 30, 2015.

Communication

Effective two-way communication between our Firm and the Board of Directors is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding SANBAG and its environment, identifying appropriate sources of audit evidence and providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate to us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, instances of noncompliance with laws and regulations that come to our attention (unless they are clearly inconsequential) and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our Firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, without our permission no partners or professional employee of McGladrey LLP is permitted to have any direct financial interest or a material indirect financial interest in a client or any affiliate of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain non-audit services that may be provided by McGladrey LLP and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

to the members of the Board of Directors
of the San Bernardino Associated Governments
July 7, 2015
Page 2

The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how SANBAG functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your business. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of your business objectives, strategies, risks and performance.

We will obtain an understanding of internal control over financial reporting and compliance with laws, regulations and provisions of contracts and grant agreements to assess the impact of internal control on determining the nature, timing and extent of audit procedures, and we will establish an overall materiality limit for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error to instances of noncompliance.

We will use this knowledge and understanding, together with other factors, to first assess the risk that errors or fraud may cause a material misstatement at the financial statement level. The assessment of the risks of material misstatement at the financial statement level provides us with parameters within which to design the audit procedures for specific account balances and classes of transactions. Our risk assessment process at the account-balance or class-of-transactions level consists of:

- An assessment of inherent risk (the susceptibility of an assertion relating to an account balance or class of transactions to a material misstatement, assuming there are no related controls); and
- An evaluation of the design effectiveness of internal control over financial reporting and our assessment of control risk (the risk that a material misstatement could occur in an assertion and not be prevented or detected on a timely basis by SANBAG's internal control).

Similar assessments will also be made relative to compliance with laws, regulations and provisions of contracts and grant agreements.

We will then determine the nature, timing and extent of tests of controls and substantive procedures necessary given the risks identified and the controls as we understand them.

The Concept of Materiality in Planning and Executing the Audit

In planning the audit, the materiality limit is viewed as the maximum aggregate amount, which if detected and not corrected, would cause us to modify our opinion on the financial statements. The materiality limit is an allowance not only for misstatements that will be detected and not corrected but also for misstatements that may not be detected by the audit. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. At the end of the audit, we will inform you of all individual uncorrected misstatements aggregated by us in connection with our evaluation of our audit test results.

Our Approach to Internal Control Relevant to the Audit

Our audit of the financial statements will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or

to the members of the Board of Directors
of the San Bernardino Associated Governments
July 7, 2015
Page 3

material weaknesses. Our review and understanding of SANBAG's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue reports on internal control related to the financial statements and major programs. These reports describe the scope of testing of internal control and the results of our tests of internal controls. Our reports on internal control will include any significant deficiencies and material weaknesses in the system of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of the Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act and the U.S. Office of Management and Budget, (OMB) Circular No. A-133.

We will issue reports on compliance with laws, regulations and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect on each major program. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements and other responsibilities imposed by state and federal statutes and regulations and assumed contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with the requirements of the standards and circular identified above.

Timing of the Audit

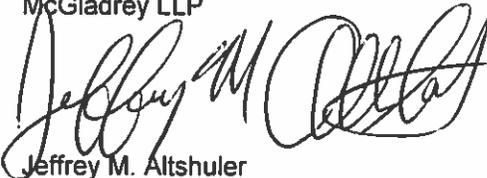
We have scheduled preliminary audit field work for the week of June 22, 2015, with final field work commencing the week of October 19, 2015. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

Closing

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to San Bernardino Associated Governments.

This communication is intended solely for the information and use of the Board of Directors and is not intended to be, and should not be, used by anyone other than these specified parties.

McGladrey LLP



Jeffrey M. Altshuler
Partner

Minute Action

AGENDA ITEM: 5

Date: August 12, 2015

Subject:

Investment Policy No. 20100

Recommendation:

That the General Policy Committee recommend the Board:

- A. Approve existing SANBAG Investment Policy No. 20100 with staff recommended changes to Paragraph IX - Allowable Investments for SANBAG Operating Funds, including modification to subparagraph I, and adding subparagraphs N and O; and
- B. Delegate for a one-year period authority to invest or reinvest funds, or to sell or exchange securities so purchased, pursuant to Policy No. 20100 to SANBAG's treasurer.

Background:

The California Government Code (the "Code"), which governs the investment and the deposit of public funds (Section 53600 et seq. and Section 53635), requires that the agency's governing body review the investment policy at a public meeting.

Staff and SANBAG's investment advisor, PFM Investment Management (PFM), have reviewed the current policy and recommend updating Paragraph IX – Allowable Investments for SANBAG Operating Funds. The updates, set out below, include modifying subparagraph I to differentiate ratings for certificates of deposits between short-term and long-term, and adding subparagraph N to include bonds issued by supranational issuers, and subparagraph O to include asset-backed securities:

- I. Negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a federally- or state-licensed branch of a foreign bank. Investments under this subparagraph shall be rated "A" for long-term, "A-1" for short-term, their equivalent or better by a nationally recognized statistical-rating organization.
- *N. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AAA" or better by a nationally recognized statistical-rating organization and may not exceed 30% of SANBAG's investment portfolio.*

Entity: CMA, COG, CTA, CTC, SAFE

- *O. A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years' maturity. Securities eligible for investment under this subdivision shall be rated "AAA" by a nationally recognized statistical-rating organization and may not exceed 10% of SANBAG's investment portfolio. No more than 3% of SANBAG's investment portfolio may be invested in these securities of any one non-government issuer regardless of security type.*

Staff and PFM recommend adding bonds issued by these three supranational issuers to SANBAG's list of allowable investments. Recognizing the impact of declining Federal Agency supply, the California legislature added this investment sector to the Code to provide additional avenues for investment by California local agencies. The Code limits this sector to the three specific issuers listed and no more than 30% of the portfolio.

The section on different types of asset-backed (ABS) and pass-through securities, including mortgage-backed securities, may provide SANBAG the opportunity to increase diversification and value to the portfolio. The Code limits ABS to no more than 20% of the portfolio and requires "AA" or better credit ratings. We recommend lower the limit of 10% of the portfolio, a 3% per issuer limit, and included a credit rating requirement of "AAA" or higher to be more conservative than the Code.

The Government Code also provides that if an agency's legislative body elects to delegate investment authority to the agency treasurer it may do so for a one-year period, which delegation may be renewed annually. Recommendation B requests the Board approve its annual delegation of SANBAG investment authority pursuant to Policy 20100 for a one-year period to the SANBAG treasurer, who is also the Chief Financial Officer.

Financial Impact:

This item imposes no impact on the Fiscal Year 2015/2016 Budget.

Reviewed By:

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

Responsible Staff:

Hilda Flores, Chief of Fiscal Resources

Approved
General Policy Committee
Date: August 12, 2015

Witnessed By:



May 7, 2015

Memorandum

To: William Stawarski, Chief Financial Officer
Hilda Flores, Accounting Manager
San Bernardino Associated Governments

From: Sarah Meacham, Director
PFM Asset Management LLC

Re: Annual Investment Policy Review

We have completed our annual review of SANBAG's Investment Policy. The Policy is in compliance the sections of the California Government Code (the "Code") that govern the investment of public funds. We have recommendations to update parts of the Policy and increase flexibility so SANBAG can take advantage of additional investment opportunities while maintaining a safe, diversified, and liquid portfolio. Additional investment sectors SANBAG should consider permitting are supranational bonds and asset-backed securities. We have provided a marked up version of SANBAG's Policy with our recommendations included.

Changes Recommended for Section IX. Allowable Investments for SANBAG Operating Funds

Credit Requirements

We recommend adding credit criteria for short-term negotiable CDs to clarify the investment requirements since rating agencies provide a different scale for short-term vs. long-term investments.

Additional Sectors

The additional investment sectors mentioned above offer opportunities for diversification in high-quality investments, which will be important for the portfolios in light of the significant decline in the supply of Federal Agency debt.

Below are descriptions of the additional investment sectors, we recommend SANBAG consider:

Supranational Investments

Effective January 1, Assembly Bill 1933 added bonds issued by certain supranational organizations to the permitted investments in the California Government Code. A supranational entity is formed by two or more central governments with the purpose of promoting economic development for the member countries. Supranational institutions finance their activities by



issuing debt, such as these supranational bonds now permitted in California. The three issuers permitted under this section of Code are the International Bank for Reconstruction and Development (IBRD aka the World Bank), International Finance Corporation (IFC), or Inter-American Development Bank (IADB). The debt of these issuers is rated AAA.

We recommend SANBAG consider adding bonds issued by these three supranational issuers to the District's list of allowable investments. Recognizing the impact of declining Federal Agency supply, the California legislature added this investment sector to the Code to provide additional avenues for investment by California local agencies. The code limits this sector to the three specific issuers listed above and no more than 30% of the portfolio.

Asset-Backed Securities

We recommend adding asset-backed securities to the list of allowable investments. An asset-backed security (ABS) is a security whose income payments and value is derived from and collateralized (or backed) by a specified pool of underlying assets such as receivables like car loan or credit card payments. In addition to a dedicated pool of assets set aside as collateral to pay investors back, ABS may also have some combination of the following credit enhancements:

- Credit tranching. Pool cash flows are prioritized to senior tranches, which are typically AAA rated.
- Over-collateralization. The pool of assets is larger than is required to pay back outstanding ABS.
- Reserve accounts. Cash is set aside to pay ABS holders, if needed.
- Excess spread. Rates paid on the ABS are lower than interest rate received on the assets in the pool.
- Letter of credit. Pool can call upon a letter of credit to pay ABS holders, if needed.

Please note the language for this section allows different types of asset-backed and pass-through securities, including mortgage-backed securities (MBS). Inclusion of this sector may provide SANBAG the opportunity to increase diversification and value to the portfolio. The code limits ABS to no more than 20% of the portfolio and requires AA or better credit ratings. We have recommended a lower limit of 10% of the portfolio, a 3% per issuer limit, and included a credit rating requirement of AAA or higher to be more conservative than the code.

Please let us know if you have any questions about these recommendations for SANBAG's Policy.

San Bernardino Associated Governments	Policy	20100
Adopted by the Board of Directors	October 2, 1996	Revised 9/2/15
Investment Policy	Revision No.	<u>17</u>

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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Purpose Policy Investment Goals Prudent Investor Standard Scope Delegation of Authority Conflicts of Interest Portfolio Maturity Limits Allowable Investments for SANBAG Operating Funds Additional Allowable Investments for Bond Proceeds Only Prohibited Investment Transactions Investment in "Derivative" Securities Leveraging Safekeeping of Securities Competitive Bidding of Investments Broker/Dealers Reporting Annual Submission of Investment Policy Revision History

I. PURPOSE

The purpose of this policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes.

II. POLICY

The Board of Directors of the San Bernardino Associated Governments (SANBAG) and its related authorities and agencies recognizes its responsibility to direct the investment of funds under its care. This policy is designed to meet the specific needs of SANBAG while ensuring the safety of funds.

III. INVESTMENT GOALS

The investment of funds by SANBAG shall be guided by the goals of safety, liquidity, diversification, and a reasonable market rate of return.

Safety: Safety of principal is the foremost objective of the investment program. Investments of SANBAG will be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio.

Liquidity: SANBAG's investment portfolio will remain sufficiently liquid to enable SANBAG to meet all operating requirements and budgeted expenditures, including an additional amount to cover reasonably estimated contingencies.

Diversification: The investment portfolio will be diversified to avoid risk regarding specific security types or individual financial institutions.

Reasonable Market Rate of Return: The investment portfolio will be designed to attain a market average rate of return through economic cycles which is consistent with SANBAG's primary goals of safety, liquidity and diversification.

IV. PRUDENT INVESTOR STANDARD

SANBAG investments are governed by the prudent investor standard, set forth as follows:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency that a prudent person acting in a like capacity and familiarity with those matters would use in the investment of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law.

Attachment: SANBAG Policy20100 [Revision 1] (2034 : Investment Policy No. 20100)

V. SCOPE

The investment policy applies to all financial assets held by SANBAG, including bond proceeds. Funds specifically exempt from this policy include employee deferred compensation plans, employee pension plans, or assets held in trust by SANBAG with specific investment instructions.

VI. DELEGATION OF AUTHORITY

SANBAG's bylaws designate the Chief Financial Officer as Treasurer for the Agency.

Under the direction and oversight of the Chief Financial Officer, and in consultation with SANBAG's investment adviser, the Chief Financial Officer shall direct the investment of SANBAG operating funds, which are not invested in the County Pool or in LAIF ("DIRECT INVESTMENTS"). All officials, staff members and consultants are directly accountable to the SANBAG Board for investment functions.

VII. CONFLICTS OF INTEREST

All officials, staff members and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which could impair their ability to make impartial investment decisions. Officials, staff members, and consultants will disclose to the Executive Director any financial interest with a financial institution or broker that conducts business with SANBAG. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the performance of SANBAG's portfolio.

VIII. PORTFOLIO MATURITY LIMITS

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled so as to permit the Authority to meet all projected obligations.

The maximum maturity of any other investment of operating funds ("direct investments") may not exceed five years unless otherwise noted in Paragraph IX.

Investment of bond proceeds shall be made in consideration of the liquidity needs of the bond fund, and may not exceed five years, except for securities to be held in a defeasance escrow for refunded bonds and bond debt serve reserve funds.

Investments in the San Bernardino County Pool and in LAIF are subject to maturity limits and other investment restrictions as imposed by the governing bodies of those agencies.

IX. ALLOWABLE INVESTMENTS FOR SANBAG OPERATING FUNDS

Investment of SANBAG's funds is governed by the California Government Code, Sections 53600 et seq. and 53635 et seq. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

The following investment vehicles are permitted for the investment of operating funds.

- A. Government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- B. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. No more than 40% of SANBAG's investment portfolio may be invested in the obligations of any one federal agency or United States government-sponsored enterprise.
- C. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations of the State of California or any California local agency may not represent more than 20% of SANBAG's portfolio and no more than 10% may be invested in the obligations of any one issuer.
- D. Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned,

controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations of the other 49 states may not represent more than 20% of SANBAG's portfolio and no more than 10% may be invested in the obligations of any one issuer.

E. Repurchase Agreements used solely as short-term investments not to exceed 30 days.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in par. IX. A and B, will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to SANBAG's custodian bank by book entry, physical delivery, or held by a third party custodial agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value, 102% of the funds borrowed against those securities. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a weekly basis and the value of the underlying securities brought back up to 102% no later than the next business day.

Market value must be calculated each time there is a substitution of collateral.

SANBAG or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to the Repurchase Agreement.

SANBAG may enter into Repurchase Agreements only with primary dealers of the Federal Reserve Bank of New York.

SANBAG will have specific written agreements with each firm with which it enters into Repurchase Agreements.

Reverse repurchase agreements will not be allowed.

Repurchase agreements may not represent more than 20% of SANBAG's investment portfolio.

F. Bankers' Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by a nationally recognized statistical-rating organization.

Purchases of Bankers' Acceptances may not exceed 180 days maturity or 40% of SANBAG's investment portfolio. No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

G. Commercial paper rated in the highest short-term rating category, as provided by a nationally recognized statistical-rating organization. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

- (1) The entity meets the following criteria: (a) is organized and operating in the United States as a general corporation; (b) has total assets in excess of five hundred million dollars (\$500,000,000); (c) has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization.
- (2) The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company; (b) has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond; (c) has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization.

Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation.

Purchases of commercial paper may not exceed 25% of SANBAG's investment portfolio. No more than 3% of SANBAG's investment portfolio may be invested in the securities on any one non-government issuer regardless of security type.

H. Medium-term corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category "A", or its equivalent or better, by a nationally recognized statistical-rating organization.

Purchase of medium-term corporate notes may not exceed 30% of SANBAG's investment portfolio. No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

- I. Negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a federally- or state-licensed branch of a foreign bank. Investments under this subparagraph shall be provided that the senior debt obligations of the issuing institution are rated "A" for long-term, "A-1" for short-term, or their or its equivalent or better by a nationally recognized statistical-rating organization.

Purchase of negotiable certificates of deposit may not exceed 30% of SANBAG's investment portfolio. No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

- J. State of California's Local Agency Investment Fund (LAIF)
Investment in LAIF may not exceed 60% of SANBAG's operating funds or \$50 million, whichever is less.

- K. San Bernardino County Investment Pool.

- L. Insured savings accounts.

- M. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision, these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations, or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of SANBAG's investment portfolio. Further, no more than 10% of SANBAG's investment portfolio may be invested in shares of beneficial interest of any one money market fund.

- N. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AAA" or better by a nationally recognized statistical-rating organization and may not exceed 30% of SANBAG's investment portfolio.

- O. A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years' maturity. Securities eligible for investment under this subdivision shall be rated "AAA" by a nationally recognized statistical-rating organization and may not exceed 10% of SANBAG's investment portfolio. No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

For purposes of determining compliance with this policy, where this section specifies a percentage limitation for a particular category of investment, that percentage is applied on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

X. ADDITIONAL ALLOWABLE INVESTMENTS FOR BOND PROCEEDS ONLY

- A. California Asset Management Program (CAMP)'s money market pool, which is rated AAAM and has an average maturity of 60 days or less and its separately managed portfolio.
- B. Investment agreement with an AA rated bank or collateralized investment agreement with an A rated bank or an investment acceptable to a bond insurance company and approved specifically by the SANBAG Board.

- C. Debt service reserve funds and debt service funds may be invested longer than five years as long as they are permitted by state law and investments are readily available for bond payments and other bond purposes (refundings, defeasance, etc.).
- D. U.S. Treasury Securities and State and Local Government Securities having a maturity longer than five years are permitted for escrowed defeasances.
- E. Forward purchase agreements, forward delivery agreements and debt service reserve agreements approved specifically by the SANBAG Board.
- F. Other investments as permitted by bond indentures.

XI. PROHIBITED INVESTMENT TRANSACTIONS

Any investment not specifically allowed by this policy is prohibited.

XII. INVESTMENT IN "DERIVATIVE" SECURITIES

Direct investment in derivative securities is prohibited. A "derivative security" is any investment the value of which is derived from an underlying security, commodity or index. For purposes of this policy, a derivative is any security that has principal and/or interest payments which are subject to significant uncertainty as to timing, and/or amount.

It is understood that the County Pool and LAIF may invest in certain derivative securities.

XIII. LEVERAGING

All forms of portfolio leverage, including, but not limited to, securities lending programs, reverse repurchase agreements, and margin accounts, are prohibited.

XIV. SAFEKEEPING OF SECURITIES

SANBAG shall enter into an agreement with a bank trust department to serve as the safekeeping agent for all direct investments. The safekeeping agent shall hold all investments in an account for the sole benefit of SANBAG. All direct investments shall be delivered by the broker to SANBAG's safekeeping account on a delivery versus payment basis.

XV. COMPETITIVE BIDDING OF INVESTMENTS

The investment procedures require that approved broker/dealers compete for direct investment purchases and sales to ensure that all investment transactions are free from favoritism. The CFO in conjunction with SANBAG's investment advisor shall determine the best execution price for SANBAG, and act accordingly.

XVI. BROKER/DEALERS

If a third party investment advisor is authorized to conduct investment transactions on SANBAG's behalf, the investment advisor may use their own list of approved broker/dealers and financial institutions for investment purposes. The investment advisor's approved list must be made available to SANBAG upon request.

For any investment transactions conducted by the Treasurer on behalf of SANBAG, the Treasurer shall comply with the following requirements:

Transactions initiated by SANBAG shall be executed through government securities dealers reporting as primary dealers to the New York Federal Reserve Bank of New York or direct issuers (defined as corporations that issue their own securities) and through secondary dealers who have received prior approval to do business with SANBAG.

Primary dealers wishing to do business with SANBAG must meet the following criteria:

1. The primary dealer representative must have demonstrated experience providing investment services to public agencies in California.

- The primary dealer representative must provide SANBAG with a minimum of three references of finance officials from public agencies in California.

Secondary dealers must complete a broker/dealer application provided by SANBAG, and must meet the following criteria to the satisfaction of SANBAG's Chief Financial Officer (CFO):

- The broker/dealer must qualify under SEC Rule 15C3-1 (uniform net capital rule).
- The broker/dealer and the broker/dealer representative must be properly registered with the appropriate state and federal regulatory bodies.
- The broker/dealer should be a market maker and have a strong market presence in one or more product areas that are pertinent to SANBAG's investment goals.
- The broker/dealer and its representative should be well established in the business and have an acceptable track record.

Each broker/dealer will be sent a copy of this Policy, a broker/dealer application, and a list of persons authorized to execute transactions on SANBAG's behalf. In order to be considered for investment business opportunities with SANBAG, each firm must acknowledge receipt of such materials.

XVII. REPORTING

A. Quarterly Report

The CFO will provide a quarterly report to the Administrative Committee and to the Board of Directors providing the following information:

- Breakout of all securities, investments and moneys held by SANBAG by investment type, issuer, date of maturity, par, dollar amount and percent of portfolio invested in each.
- A description of all SANBAG's funds, investments or programs that are under the management of any outside party that is not a local agency. This report must also include market valuation of the portfolio and the source of the valuation.
- A statement of compliance with investment policy and a statement denoting the ability of SANBAG to meet all expenditures for the next six months.

B. Monthly Report

The CFO will provide a monthly list of investment transactions to the Board of Directors as required by California Government Code §53607 when investment authority has been delegated by the Board.

XVIII. ANNUAL SUBMISSION OF INVESTMENT POLICY

SANBAG's CFO shall render a statement of investment policy to the Board of Directors annually. The Board shall consider the policy, with any changes, in a public meeting.

XIX. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	10/02/96
1	20100: Added paragraph starting with "It shall be SANBAG's long term objective . . .".	09/03/97
2	No changes.	12/02/98
3	20100.10: Changed percentage of operating funds amount to 20%. 20100.10: Changed percentage of San Bernardino portfolio to 20%.	11/03/99
4	No changes. Re-approved by the Board of Directors.	11/01/00
5	Added Para. 20100.16 Qualifications of Broker/Dealers; re-sequenced existing paragraphs. 20100.16, 20100.17, 20100.18, 20100.19, 20100.20, and 20100.21 to 20100.17, 20100.18, 20100.19, 20100.20, and 20100.22. Revised Par. 20100.10: Revised "...not to exceed 20% of SANBAG's operating funds..." to "...not to exceed 30% of SANBAG's operating funds...", and "Portion of Portfolio: 20% maximum" to "Portion of Portfolio: 30% maximum".	11/07/01

Revision No.	Revisions	Adopted
6	Changed paragraph numbering style from 20100.1,20100.2, 20100.3 etc. to I, II, III, etc. Par. IX: Changed "one year" to "two years". Par. X.4: Changed "1 year maximum" to "2 year maximum". Par. X.5: Changed "1 year maximum" to "2 year maximum". Par. X.6: Changed "180 days maximum" to "270 day maximum".	11/06/02
7	No changes. Re-approved by the Board of Directors	11/05/03
8	No changes. Re-approved by the Board of Directors	01/05/05
9	No changes. Re-approved by the Board of Directors	11/02/05
10	Paragraphs on DEFINITIONS, ANNUAL MANAGEMENT REVIEW AND AUDIT, AND SEGREGATED INVESTMENT, and EXECUTION AND RECORD KEEPING: Deleted. Paragraphs III, IV, IX, and XVII: Minor revisions. Paragraphs VIII, IX, and XVI: Major revisions.	07/05/06
11	Par. IX.J: Removed limitation.	09/13/06
12	No changes. Re-approved by the Board of Directors	01/09/08
13	Par. VI: Delete "In addition, the CFO, under the direction and oversight of the Executive Director, and consultation with SANBAG's investment advisor, shall review the alternatives for the investment of bond proceeds, and shall recommend such investments to the SANBAG Board for approval". The investment of bond proceeds is identified under par. X. and will be authorized by bond covenant. Par. IX: Add (C) Obligations of the State of California or any local agency within the state and (D) Registered treasury notes or bonds of other states in addition to California to diversify the number of sectors and issuers; revise (C) to be (E) and add "held" before "by a third party custodial agreement". Also add "Repurchase agreements may not represent more than 20% of SANBAG's investment portfolio", to limit the amount to be invested in repurchase agreements; delete "(G) "provided that the issuing corporation is organized and operating within the United States, has total assets in excess of \$500 million and has an "A" or higher rating for its long-term debt, if any, as provided by a nationally recognized statistical rating organization." This is also stated in subparagraphs (G) (1) and (2); increase (J) from \$40 million to \$50 million limitation on LAIF investment per State Treasurer's Office authorization to increase the dollar amount for investment. Par. X. A: Change CAMP rating from "AAA" to "AAAm" and average maturity from one year to 60 days or less. This is to improve safety and liquidity. Par. XV: Add "in conjunction with SANBAG's investment advisor" for clarification purposes.	09/01/10
14	Par. VIII: Changed four years to five years and added "unless otherwise noted in Par. IX." Par. IX.B: Changed 10% to 40%. Par. IX.F: Changed 20% to 40% and changed "No more than 5% of SANBAG's investment portfolio may be invested in the Bankers' Acceptances of any one commercial bank" to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type." Par. IX.G: Changed "No more than 5% of SANBAG's investment portfolio may be invested in commercial paper of one issuer" to "No more than 3% of SANBAG's investment portfolio may be invested in the securities on any one non-government issuer regardless of security type." Par. IX.H: Changed 20% to 30% and changed "No more than 5% of SANBAG's investment portfolio may be invested in a medium-term note of any one corporation" to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type." Par. IX.I: Changed 20% to 30% and added "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type." Par. XVII: Removed 'QUARTERLY' from title, renumbered paragraphs, and added "B. Monthly Report. The CFO will provide a monthly list of investment transactions to the Board of Directors as required by California Government Code section 53607 when investment authority has been delegated by the Board."	07/06/11
15	Par. IX.H: Changed rating of "AA" to "A". Par. IX.I: Changed "... by a state-licensed branch ..." to "... by a federally or state-licensed branch ..." and changed "... rated AA ..." to "... rated A or its equivalent ...". Re-approved by the Board of Directors.	08/01/12
16	No changes. Re-approved by the Board of Directors on 9/4/13, Agenda Item 5.	09/04/13
17	Re-approved by the Board of Directors on 7/2/14, Agenda Item 4. Updated Par. VI to mirror bylaws that designate the CFO as Treasurer.	07/02/14



San Bernardino Associated Governments



Investment Policy Discussion

Sarah Meacham, Director
PFM Asset Management LLC

Investments Permitted by CA Government Code § 53601

		Overnight	180 Days	270 Days	1 Year	5 Years	Beyond 5 Years	
Fixed-Income "Conventional"	U.S. Treasuries	Permitted					Requires Approval	
	Federal Agencies	Permitted					Requires Approval	
	Municipal Securities	Permitted					Requires Approval	
	Negotiable Certificates of Deposit	Permitted					Requires Approval	
	Commercial Paper	Permitted			Prohibited			
	Bankers' Acceptances	Permitted		Prohibited				
	Medium-Term Corporate Bonds ("A" or Better)	Permitted					Prohibited	
	Asset-Backed Securities (ABS)	Permitted					Prohibited	
	Supranationals ("AA" or Better)	Permitted					Prohibited	
	Repurchase Agreements	Permitted				Prohibited		
Mutual Funds/Money Market Funds	Permitted	Prohibited						
Local Government Investment Pools	Permitted	Prohibited						
Fixed-Income Broader	Foreign Sovereign	Prohibited						
	Commercial MBS	Prohibited						
	High-Yield	Prohibited						
	Private Placements	Prohibited						
	Convertibles	Prohibited						
	Non-U.S. Dollar Investment Grade	Prohibited						
	Emerging Markets Debt	Prohibited						
Equities	Domestic Small/Mid Cap	Prohibited						
	Domestic Large Cap	Prohibited						
	Domestic Value/Growth	Prohibited						
	International Small/Mid Cap	Prohibited						
	International Large Cap	Prohibited						
	Emerging Markets	Prohibited						
Alternatives	Commodities	Prohibited						
	Real Estate	Prohibited						
	Hedge Funds	Prohibited						
	Private Equity	Prohibited						
	Venture Capital	Prohibited						
	Tangible Assets	Prohibited						

Attachment: SANBAG ABS-Supra presentation_August 2015 (2034 : Investment Policy No. 20100)

Definition of Credit Ratings

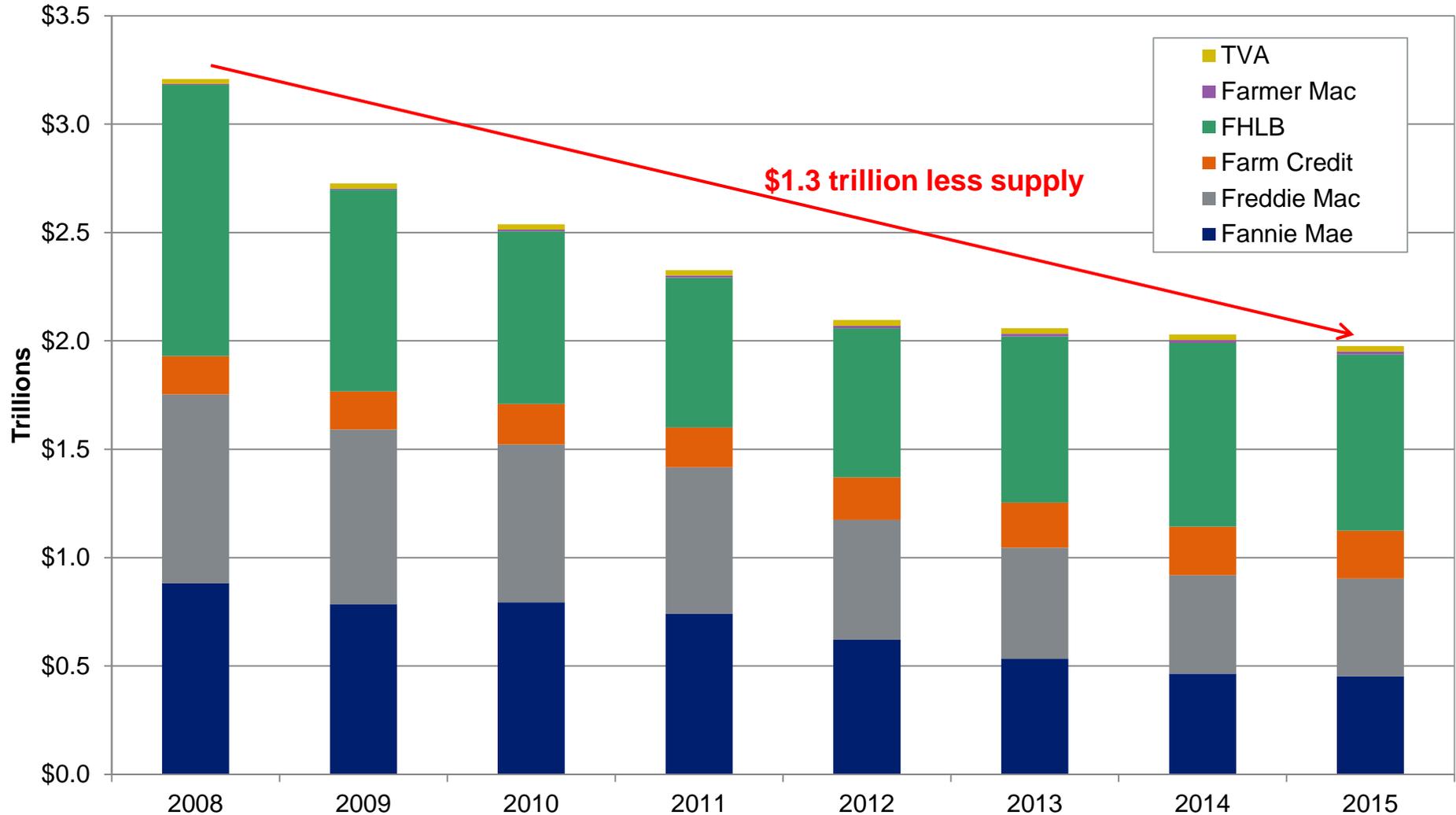
S&P	Moody's	Definition of Rating
AAA	Aaa	High quality. Smallest degree of investment risk.
AA	Aa	High quality. Differs only slightly from highest-rated issues.
A	A	Adequate capacity to pay interest and repay principal.
BBB	Baa	More susceptible to adverse effects of changes in economic conditions.
BB	Ba	Has speculative elements; future not considered to be well-assured.
B	B	Generally lack characteristics of desirable investment.
CCC	Caa	Poor standing. Vulnerability to default.
CC	Ca	Highly vulnerable to nonpayment.
C	C	Extremely poor prospects.
D	D	In default.

Reasons to Consider Additional Investment Opportunities

- Decline of Federal Agency supply
- Diversification into high-quality investments
- New sector authorized by California Government Code
- Potential for enhanced return safely

Supply of Federal Agency Debt Shrinking Sharply

Federal Agency Debt Outstanding



- Source: SIFMA
- As of March 31, 2015

Federal Agency Spreads Lowest Ever

Difference in Yield between Federal Agencies and Treasuries
January 2008 – May 2015



- Source: Bloomberg, Bank of America Merrill Lynch (BAML).
- Spreads represented by BAML 1-5 Year Treasury and 1-5 Year Agency indices.

Asset-Backed Security (ABS)

- Securities issued by a sponsoring company and backed by pools of assets. The sponsoring company creates a separate trust to ensure investors have access to the cash flows from the assets held as collateral.
 - Issuer: Sponsoring company/trust
 - Credit: Rated by Nationally Recognized Statistical Ratings Organizations (NRSRO)
 - Credit enhancements: Some combination of subordination and credit tranching, over-collateralization, reserve accounts, excess spread, letter of credit, and insurance
 - Maturity: Typically up to 10 years
 - Liquidity: Moderate
 - Offering yield: Higher than U.S. Treasuries and Federal Agency obligations
- California Government Code limits:
 - “AA” minimum credit rating required
 - 20% maximum
 - 5-year maximum maturity

Recent Change to CA Code § 53601



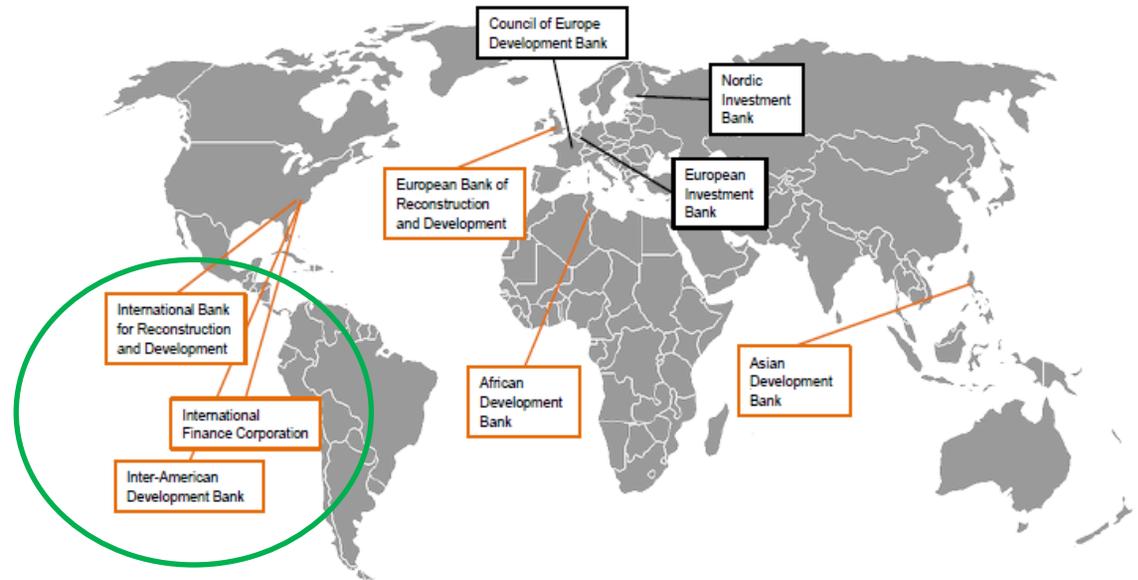
**Inter-American
Development Bank**



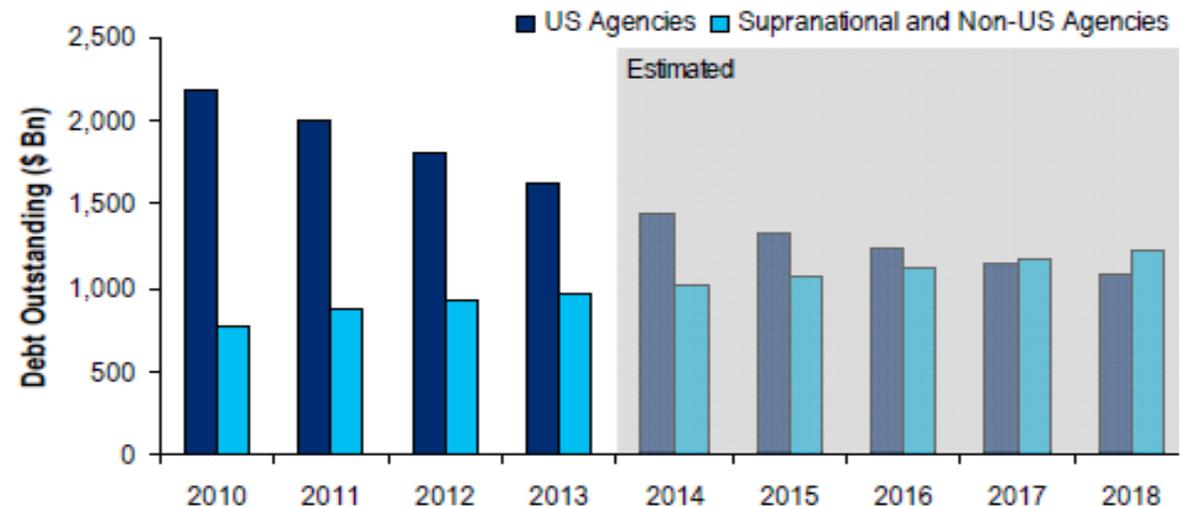
*“United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the **International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank**, with a maximum remaining **maturity of five years or less**, and eligible for purchase and sale within the United States. Investments under this subdivision shall be **rated “AA” or better** by an NRSRO and shall not exceed **30 percent** of the agency’s moneys that may be invested pursuant to this section.”*

Key Facts on Supranational Issuers Authorized by CA Code

- Triple-A rated
- Based in Washington D.C.
- U.S. is largest shareholder
- Issue only senior, unsecured debt
- Financial strength based on
 - Diversified, sovereign shareholders
 - Substantial liquidity and consistent profitability
 - Strong capitalization
 - Conservative risk management
 - Quality loan portfolio



Market Size Projection



Source: Citi Research

Disclosures

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Suprationals: A World of Opportunity

By the Investment Team at PFM Asset Management LLC

Fixed-income investors continue to face challenging market conditions. Given the ongoing low interest rate environment, it has become increasingly difficult to find attractive investment opportunities in traditional government securities like U.S. Treasuries and bonds issued by U.S. federal agencies and government-sponsored enterprises (GSEs). A key contributing factor is the continued decline in the supply of Agency/GSE debt, which has historically been a mainstay of most conservative portfolios. PFM Asset Management LLC (PFMAM) believes that conservative investors may want to look beyond traditional U.S. government securities to examine the additional opportunity that supranational bonds (or suprationals) can offer. Investing in suprationals can provide a way to diversify a portfolio, maintain a high degree of liquidity and credit quality, and modestly enhance portfolio returns. In this edition of *PFM Perspectives*, we will provide an overview of the supranational, sovereign, and non-U.S. Agency (SSA) markets and focus on the characteristics of suprationals that may make them desirable for inclusion in high-quality fixed-income portfolios.

An Overview of the SSA Market

The SSA market is made up of:

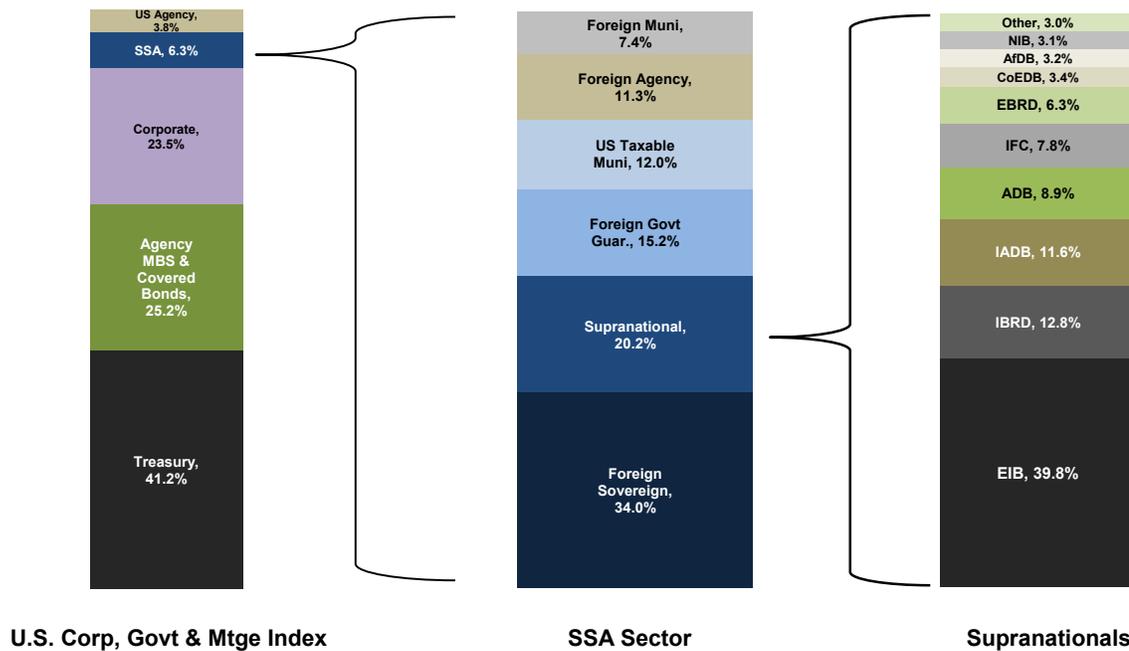
- **Supranational bonds**, which are issued by multi-national organizations that transcend national boundaries. Examples include the World Bank, African Development Bank, and European Investment Bank.
- **Sovereign bonds**, which are issued by a country's national government. Examples include debt from Canada, the Netherlands, and Sweden.
- **Non-U.S. Agency bonds**, which are issued by an agency of a non-U.S. sovereign government and may be guaranteed by that government. Examples include KfW, the German government-owned development bank, and CADES, the French government-owned social security finance agency.

While issuers in the SSA market issue bonds payable in many currencies, in this paper we will only discuss investment characteristics and opportunities for debt payable in U.S. dollars.

The SSA market is an important and growing component of the overall U.S. dollar-denominated bond market. Exhibit 1 on the following page shows that securities in the SSA market now represent 6.3% of the broad BofA Merrill Lynch U.S. Corporate, Government & Mortgage Index, nearly two-thirds larger than the 3.8% represented by the traditional U.S. Agency bond market.¹ As shown in the middle bar chart, of that amount, supranational bonds represent about 20% or \$244 billion. Supranational bonds are further broken down by individual issuer in the rightmost bar. For the purposes of this paper, we will focus specifically on suprationals and their role in fixed-income portfolios. More information on each major AAA-rated supranational with outstanding U.S. dollar-denominated bonds can be found in Appendix A.

¹ The BofA Merrill Lynch U.S. Corporate, Government & Mortgage Index includes SSA and Agency issues with a maturity of one year or longer, a minimum issue size of \$250 million, and an average credit rating of at least Baa3.

Exhibit 1: Composition of the BofA Merrill Lynch U.S. Corporate, Government & Mortgage Index



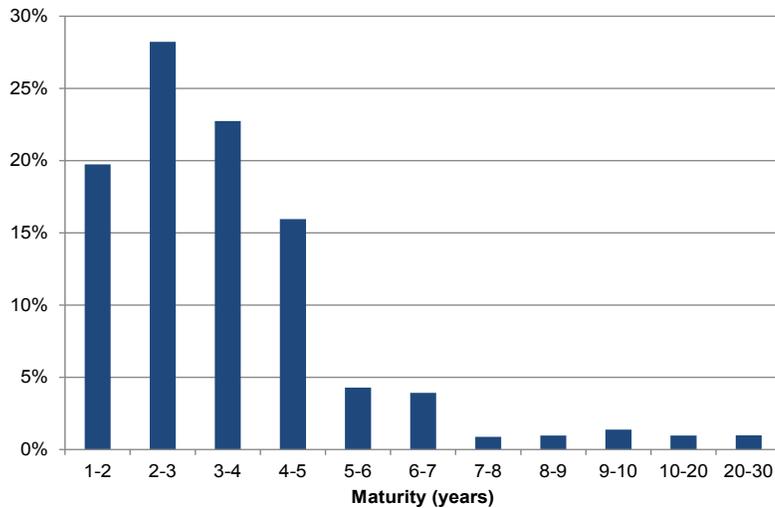
As of November 1, 2013. The supranational organizations shown are the European Investment Bank (EIB), the International Bank of Reconstruction and Development (IBRD), the Inter-American Development Bank (IADB), Asian Development Bank (ADB), the International Finance Corporation (IFC), the European Bank for Reconstruction and Development (EBRD), the Council of Europe Development Bank (CoEDB), the African Development Bank (AfDB), and the Nordic Investment Bank (NIB).

What are Supranationals?

Supranational organizations are international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. These agreements provide for limited immunity from the laws of member countries. Bonds issued by these institutions are part of the broader class of SSA sector bonds. Supranational bonds finance economic and infrastructure development and support environmental protection, poverty reduction, and renewable energy around the globe. For example, the World Bank, International Finance Corporation (IFC), and African Development Bank (AfDB) have “green bond” programs specifically designed for energy resource conservation and management. Most supranationals have strong operating histories and benefit from their broad, diverse membership.

Since supranationals finance development loans with typical terms of five to 15 years, they tend to issue bonds with intermediate maturities, closely matching the needs of many short- and intermediate-term investors. This is also the maturity range preferred by global central banks and commercial banks that collectively hold 86% of supranational bond issuance. Exhibit 2 on the following page displays the maturity distribution of outstanding supranational debt; as shown in the chart, 87% of outstanding debt has a maturity of five years or less.

Exhibit 2: Maturity Distribution of Outstanding Supranational Debt

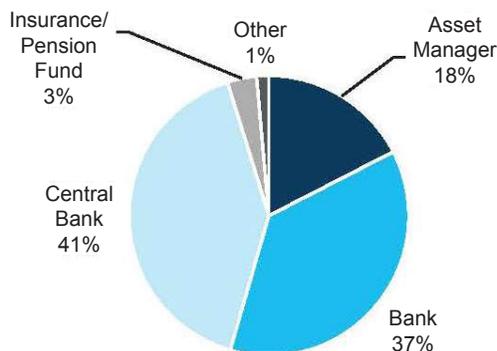


Source: BofA Merrill Lynch Index System via Bloomberg

Supranational debt is issued in a variety of currencies, including U.S. dollars and many other key currencies such as euros, British pounds, and Japanese yen. U.S. dollar-denominated securities are traded in U.S. markets by primary dealers and settle through the normal Federal Reserve settlement systems.

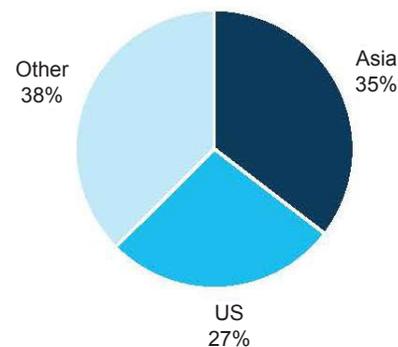
Buyers of these securities include non-U.S. institutional investors, commercial banks, foreign central banks, sovereign wealth funds, and large U.S. institutional investors. A more detailed breakdown of buyers by investor type and geographical location is shown in Exhibits 3 and 4.

Exhibit 3: Supranational Investor Base by Investor Type, 2013 Year to Date



Source: Barclays Research. As of June 2013.

Exhibit 4: Supranational Investor Base by Geography, 2013 Year to Date



Source: Barclays Research. As of June 2013.

Involvement of the United States Government in the Supranational Market

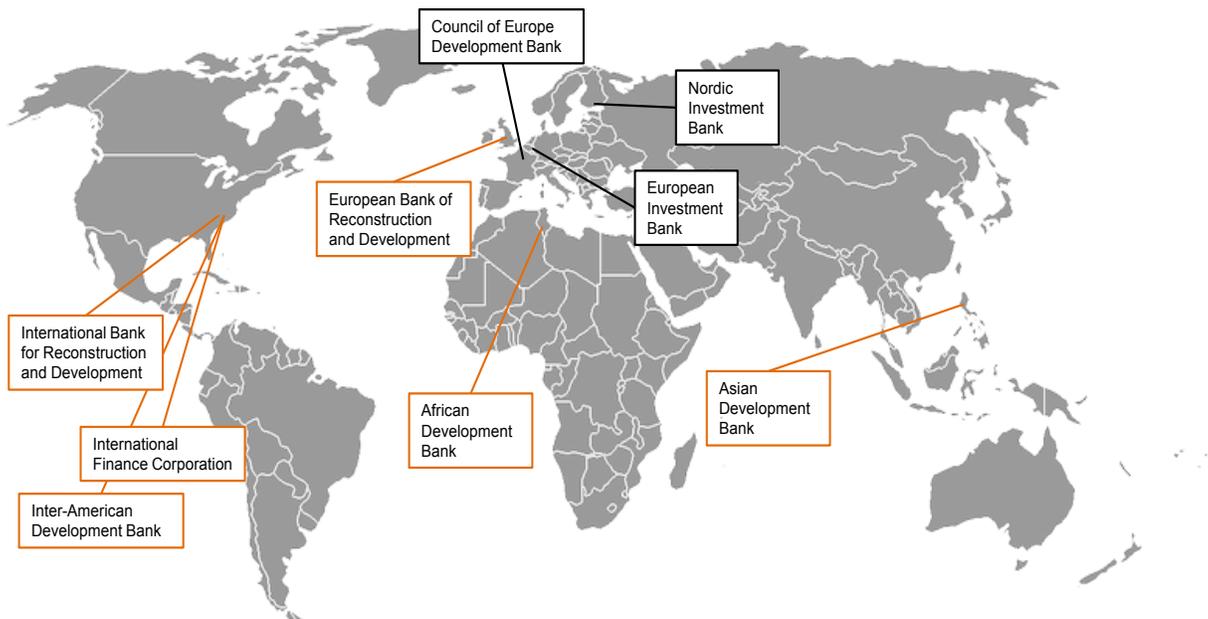
The U.S. is a shareholder in six of the large supranationals:

- African Development Bank
- Asian Development Bank
- Inter-American Development Bank

- International Bank for Reconstruction and Development (World Bank)
- International Finance Corporation
- European Bank for Reconstruction and Development

Certain supranationals are considered to be “instrumentalities” of the United States, and as such, their securities are exempt from registration under securities laws because U.S. participation is authorized by an Act of Congress and U.S. officials control or participate in managing the organization. For example, the U.S. Secretary of Treasury sits on the Board of Governors at the World Bank and has veto power over each loan considered for approval. Because of the oversight by officials in the U.S. government, the objectives of these organizations are generally aligned with U.S. interests. Exhibit 5 shows the largest AAA-rated supranational entities within the BofA Merrill Lynch U.S. Corporate, Government & Mortgage Index; orange outlines denote those where the U.S. is a shareholder.

Exhibit 5: Largest AAA-Rated Supranationals



Sources: World Bank, Standard & Poor's, BofA Merrill Lynch

Three supranationals are based in the U.S. and headquartered in Washington, D.C.:

- International Bank for Reconstruction and Development (IBRD or World Bank), which helps reduce poverty by promoting sustainable economic development through loans and related assistance for projects and programs in developing member countries;
- International Finance Corporation (IFC), which provides loans and makes equity investments in private entities in order to support economic growth and development; and
- Inter-American Development Bank (IADB), which provides long-term financing to governments and other public-sector entities, as well as some private-sector borrowers, in Latin America and the Caribbean.

Credit Quality of Supranationals

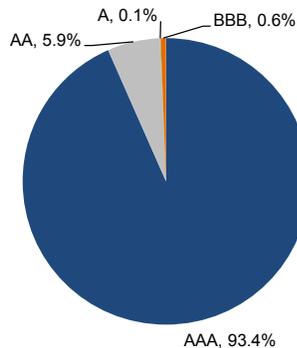
Supranationals typically have excellent credit quality because of the following:

- Multi-national ownership and commitment;
- A long and successful operating history;
- Significant capital from a diverse capital base, resulting in strong capital ratios;

- Conservative lending and risk management practices; and
- Strong supervision and management representative of multiple sovereign governments.

Eight of the largest supranationals shown in Exhibit 5 are rated AAA/Aaa by Standard & Poor's and Moody's Investors Service, respectively. As shown in Exhibit 6 below, 93% of U.S. dollar-denominated debt in the BofA Merrill Lynch U.S. Corporate, Government & Mortgage Index carries an average rating of AAA. These supranationals maintained their AAA ratings even after Standard & Poor's downgraded the U.S. government from AAA to AA+ in 2011.

Exhibit 6: Credit Quality of U.S. Dollar-Denominated Supranationals in the BofA Merrill Lynch U.S. Corporate, Government & Mortgage Index



Source: BofA Merrill Lynch Index System via Bloomberg

Using Supranationals in a Portfolio

There are many reasons for investors to consider investments in supranational debt, but one of the biggest reasons has to do with the expected continued decrease in the supply of Federal Agency bonds and notes over the next several years. GSE supply continues to dwindle on account of the market and governance factors related to the conservatorship of the two largest issuers, Fannie Mae and Freddie Mac. Congress has yet to determine a clear path for restructuring the U.S. mortgage finance marketplace, but all signs point to eventually arriving at a much smaller role for Fannie Mae and Freddie Mac or eliminating them entirely. In fact, the Federal Housing Finance Agency (FHFA)—the conservator for the GSEs—has stated that one of its main priorities continues to be the contraction of the GSEs' balance sheets.

While U.S. Agency supply is widely expected to continue its recent decline, the market for supranationals and other SSA debt is forecasted to grow. The BofA Merrill Lynch U.S. Corporate, Government & Mortgage Index now contains \$244 billion in outstanding U.S. dollar-denominated debt of supranational institutions. Some issuers, like the World Bank, have short-term discount note programs as well.

For investors whose portfolios contain a significant allocation to U.S. Agencies or GSEs, adding supranationals could be a way to incorporate a new investment opportunity that offers comparable credit quality and liquidity. Moreover, investing in supranationals can provide a yield advantage over traditional GSEs, although this is generally modest when investing in the highest-rated issuers. Domestic investors may limit purchases to debt issued in U.S. dollars. For conservative investors, supranational debt offers an expanded opportunity set for stable investments that have weathered multiple economic and political crises.

Investors may also hold supranationals because they can add diversification benefits to a fixed-income portfolio. Unlike U.S. Agencies/GSEs, whose lending activity is concentrated within the U.S. housing sector, supranationals provide loans to a diverse group of borrowers and receive capital from a variety of sources across the globe. Likewise, the ownership of these organizations is spread out among many different nations, which can provide stability throughout global market cycles. Supranationals achieve funding diversification through a large base of different global investors and through issuance in a variety of global markets. Finally, since most portfolio holdings of U.S. Agency debt are concentrated in just a few of the largest GSE issuers, further benefits are gained through diversification by issuer.

Furthermore, supranational organizations serve a higher purpose, helping to promote economic development for nations across the globe and supporting environmental protection and renewable energy. As mentioned earlier in the paper, the World Bank, IFC, and AfDB have “green bond” programs focusing on energy resource conservation and management. These objectives are similar to those of public and not-for-profit entities who may consider investing in supranational debt.

Investment Policy Considerations

Investing in supranationals should start with a review of the investment policy and any governing statutes. Some policies may permit specific supranationals, while others may permit investments in instrumentalities of the United States government. Certain supranationals are characterized as U.S. instrumentalities. Investing in SSAs, including sovereign bonds and non-U.S. Agencies, generally requires broader authority such as the authority to invest in obligations of foreign governments and their agencies payable in U.S. dollars.

Thus, in some cases, state statutes may need to be changed in order to permit investing in supranationals or other securities in the SSA sector. The recommended allocation for any specific portfolio would depend on a number of factors, including the portfolio’s investment objectives, risk constraints, range of permitted investments, and return targets.

Investment Risks

Similar to any investment opportunity, investors should be aware of potential risks associated with supranationals. Although the supply of supranationals has increased each year over the past five years, the market for these securities is not as large or well developed as the U.S. Treasury or Federal Agency market, so liquidity, while strong, is somewhat less than that of Treasuries or Agencies. During periods of political or economic turmoil, liquidity could be reduced (not unlike what happened to the U.S. Agency market in 2008-2009). Each organization also has credit risk to its lending counterparties and the projects being funded. However, in most cases, supranationals have the ability to tap their member nations for additional capital contributions, which provides a backstop during distressed market environments. Lastly, like all rated debt securities, supranationals could be downgraded if their underlying finances weaken, or if the credit standing of member countries becomes impaired in some way.

Conclusion

We believe that supranational bonds should be considered for high-quality investment portfolios that historically have relied on a substantial allocation to Federal Agency debt. Supranationals may play a beneficial role in portfolios by broadening the opportunity set and enhancing diversification by sector and issuer, while maintaining a high degree of liquidity and credit quality.

Investors should carefully review their investment policies for applicability and take the time to understand the potential benefits and risks of investing in supranationals. PFMAM can offer assistance to any institutional investor seeking to expand its investment universe into supranationals—a growing investment sector in a world of shrinking opportunities.

Potential Benefits of Investing in Supranationals

- ✓ *Opens up an additional asset class, and thus a broader opportunity set*
- ✓ *An alternative to the shrinking quantity of U.S. Agencies*
- ✓ *Can enhance portfolio diversification by sector and issuer*
- ✓ *Adds an element of global exposure, but not currency risk for U.S. dollar-denominated issues*
- ✓ *Desirable characteristics that may include:*
 - *High ratings, with many of the largest issuers rated AAA*
 - *Active secondary markets with generally good liquidity*
 - *Availability in a wide range of maturities*
 - *Often a modest yield advantage over traditional U.S. Agencies*
 - *Supporting a higher purpose—providing economic and humanitarian support around the globe*
 - *Environmentally-oriented “green bond” programs from certain issuers*

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Appendix A: Largest AAA-rated Supranationals in the BofA Merrill Lynch U.S. Corporate, Government & Mortgage Index

Abbrv.	Name	Website	Sr. Debt Rating S&P/Moody's/ Fitch	Year Founded # of Members Headquarters	Largest Shareholders	Mission/Purpose	US\$ Debt Outstanding*	Paid-in Capital*	Subscribed Capital*	Source
EIB	European Investment Bank	www.eib.org	AAA/Aaa/AAA	1958 28 Members Luxembourg	Germany 16.1% France 16.1% Italy 16.1% UK 16.1% Spain 9.7%	Supporting growth and jobs in the EU, lending for strategic infrastructure, resource efficiency, clean energy, and small business development.	\$108.8B	\$11.6B	\$242.4B	EIB 2012 Financial Report (December 31, 2012)
IBRD	International Bank for Reconstruction and Development (The World Bank)	www.worldbank.org	AAA/Aaa/AAA	1944 188 Members Washington D.C.	U.S. 15.9% Japan 8.9% China 5.7% Germany 4.7% France 4.2% UK 4.2%	Reconstruction and poverty reduction through an inclusive and sustainable globalization.	\$79.1B	\$13.4B	\$223.2B	2013 management discussion & analysis and financial statements (June 30, 2013)
ADB	Asian Development Bank	www.adb.org	AAA/Aaa/AAA	1966 67 Members Philippines	Japan 15.6% U.S. 15.6% China 6.4% India 6.3% Australia 5.8%	Alleviate poverty and improve people's lives in Asia and the Pacific through investment in infrastructure, health care services, financial and public administration systems, and environmental sustainability.	\$38.0B	\$8.2B	\$163.1B	2012 ADB Annual Report (December 31, 2012)
IADB	Inter-American Development Bank	www.iadb.org	AAA/Aaa	1959 48 Members Washington D.C.	U.S. 30.0% Argentina 10.8% Brazil 10.8% Mexico 6.9% Venezuela 5.8%	Providing financing and expertise for sustainable economic, social, and institutional development in Latin America and the Caribbean, including efforts to reduce poverty and provide for environmental sustainability.	\$40.6B	\$4.6B	\$116.9B	2012 IADB annual report (December 31, 2012)
AfDB	African Development Bank	www.afdb.org	AAA/Aaa/AAA	1964 77 Members Ivory Coast**	Nigeria 9.3% U.S. 6.6% Japan 5.5% Egypt 5.4% So. Africa 4.8%	To promote sustainable economic growth and reduce poverty in Africa through investments in infrastructure, human capital development, finance, agriculture, and clean energy.	\$6.5B	\$2.8B	\$65.2B	2012 AFDB Annual Report (December 31, 2012)
EBRD	European Bank for Reconstruction and Development	www.ebrd.com	AAA/Aaa/AAA	1991 64 Members London, UK	U.S. 10.2% France 8.7% Germany 8.7% Italy 8.7% Japan 8.7% UK 8.7%	Supports projects in central Europe, central Asia, and southern/eastern Mediterranean by investing in the private sector and small businesses, supporting economic growth, entrepreneurship, stronger financial institutions and legal systems, infrastructure, and environmental sensitivity.	\$15.2B	\$6.2B	\$29.6B	EBRD 2012 Financial Report (December 31, 2012)
NIB	Nordic Investment Bank	www.nib.int	AAA/Aaa	1976 8 Members Helsinki, Finland	Sweden 34.6% Norway 21.5% Denmark 21.1% Finland 17.7% Lithuania 2.0%	Finances projects that improve competitiveness and the environment of the Nordic and Baltic countries.	\$8.4B	\$0.4B	\$6.1B	NIB 2012 Financial Report (December 31, 2012)
CoEDB	Council of Europe Development Bank	www.coebank.org	AA+/Aaa/AA+	1956 41 Members Paris, France	France 16.7% Germany 16.7% Italy 16.7% Spain 10.9% Turkey 7.1%	Finances social projects, responds to emergency situations, and contributes to improving the living conditions of the most disadvantaged population groups by investing in socially oriented projects designed to strengthen social integration, manage the environment, and support public infrastructure.	\$17.0B	\$0.6B	\$5.5B	CoEDE Financial Statements 2012 (December 31, 2012)
IFC	International Finance Corporation	www.ifc.org	AAA/Aaa/AAA	1956 184 Members Washington D.C.	U.S. 23.7% Japan 5.9% Germany 5.4% France 5.0% UK 5.0%	Member of the World Bank Group, focused on the private sector in developing countries, including environmental and social sustainability, infrastructure, health, education, the food-supply chain, and developing local financial markets.	\$25.1B	\$2.4B	\$2.4B	2013 IFC annual report (June 30, 2013)

* All data as of June 30, 2012, except for IFC and IBRD, which are as of June 30, 2013.

Please note: All facts and figures are taken from the most recent data available. "Paid-in capital" refers to the portion of subscribed capital paid in by shareholders, while "subscribed capital" refers to the portion of authorized capital which the organizations' shareholders have individually agreed to provide.

**The headquarters of the AfDB is currently located in Tunisia.

Please see reference on page 1 of *Supranationals: A World of Opportunity*



Minute Action

AGENDA ITEM: 6

Date: August 12, 2015

Subject:

Fiscal Year 2014/2015 Work Goals and Objectives Fourth Quarter Report

Recommendation:

Receive update on the Fiscal Year 2014/2015 Work Goals and Objectives.

Background:

The SANBAG Fiscal Year 2014/2015 Work Goals and Objectives establish the Board of Directors' priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SANBAG's progress in achieving the Board's priorities. This report is a quarterly update on those work goals and objectives.

Financial Impact:

This item is consistent with the adopted Fiscal Year 2014/2015 budget.

Reviewed By:

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

Responsible Staff:

Ray Wolfe, Executive Director

Approved
 General Policy Committee
 Date: August 12, 2015

Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE

Minute Action

AGENDA ITEM: 7

Date: August 12, 2015

Subject:

Appointment of Mike Layne to the Independent Taxpayer Oversight Committee

Recommendation:

That the General Policy Committee recommend the Board approve the appointment of Mike Layne to fill a vacancy on the Independent Taxpayer Oversight Committee (ITOC).

Background:

When Measure I was renewed by the voters, it included a requirement that an ITOC be formed. The ITOC provides citizen review to ensure that all Measure I funds are spent by SANBAG in accordance with provisions of the Measure I Expenditure Plan.

On February 17, 2015, SANBAG staff learned of the passing of ITOC Member Larry Sharp. Measure I states that there will be an open process to select the committee members. A selection committee comprised of President Ryan McEachron, Past President Dennis Michael, Board Members Larry McCallon, Bill Jahn and Janice Rutherford was formed to review candidates. The vacancy was announced and candidates were solicited. Initially three candidates submitted their names for consideration. The selection committee felt that this was not a sufficient number and the candidate period was re-opened to allow time for more candidates to submit their applications. A total of eight candidates ultimately submitted applications.

The selection committee reviewed the applications and selected two candidates to interview. The interviews took place on July 8, 2015. After conducting the interviews, the selection committee is recommending that Mike Layne be appointed to fill the vacancy on the ITOC. The term for this appointment will expire on December 31, 2018.

Below is a brief background description of Mr. Layne:

He is the owner of his own business which provides grant writing and grant management services. He has over 15 years of experience in developing and administering federal, state, and foundation grants which include developing policies and procedures to ensure compliance with grant requirements. He has volunteered his time with the Redlands Cultural Arts Commission, his local Elementary School Site Council, and previously with the Alaska Tobacco Control Alliance. He is a resident of Redlands.

Financial Impact:

This item is consistent with the adopted budget.

Reviewed By:

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

Responsible Staff:

Entity: CTA

General Policy Committee Agenda Item
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Duane Baker, Director of Management Services

Approved
General Policy Committee
Date: August 12, 2015
Witnessed By:

Minute Action

AGENDA ITEM: 8

Date: August 12, 2015

Subject:

Santa Fe Depot First Floor Modifications

Recommendation:

That the General Policy Committee recommend that the Board review and ratify the procurement procedures used for the Depot Board Room door hardware and railing and first floor security desk purchases.

Background:

In response to safety concerns, it was decided that modifications to the first floor of the San Bernardino Santa Fe Depot were necessary to ensure the safety of all who work at or visit SANBAG. Therefore, working through City Commercial Real Estate Services, Inc. (CityCom), SANBAG's Depot property management company, an immediate coordinated effort began to enhance the safety of the SANBAG public meeting space and business offices with new Board Room door hardware, Board Room railing, and a security desk.

With safety as the number one priority, staff also worked diligently to ensure that the historical significance of the Depot and accessibility were also considered. Due to the historic nature of the building, special Board Room door hardware was required to match existing hardware and associated door refinishing. Also, the railing had to be custom fabricated to match other railing throughout the building. In response to the urgency of the safety concerns, CityCom used informal competitive procurement procedures for each of the three work elements, and sought informal quotes from a limited number of firms qualified to craft improvements consistent with the unique features of the Depot. The cost of the door hardware and refinishing was \$9,250, the cost of the Board Room railing was \$23,250 and the cost of the security desk was \$18,450. Funding for the above projects comes from Task 0120. SANBAG paid for the work utilizing purchase orders issued to CityCom who coordinated the subcontractor's performance of the work.

Due to the urgent and unique nature of the work performed, this report requests that the Board ratify the procurement procedures used for such work.

Financial Impact:

Funding for these projects was under task 0120 in the FY 2014/2015 budget. The \$50,950 required for these modifications was in available fund balance and no budget amendment is necessary.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG's General Counsel and Procurement Manager have reviewed this item.

Responsible Staff:

Duane Baker, Director of Management Services

Entity: CMA, COG, CTA, CTC, SAFE

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Approved
General Policy Committee
Date: August 12, 2015
Witnessed By:

Minute Action

AGENDA ITEM: 9

Date: August 12, 2015

Subject:

Selection of San Bernardino Santa Fe Depot Property and Facilities Management Firm

Recommendation:

That the General Policy Committee recommend the Board approve Contract No. C15-1001227 with CityCom Real Estate Services, Inc. (CityCom) for property and facility management services at the San Bernardino Santa Fe Depot for term of three (3) years with two (2) one-year option(s) to extend. The total Contract Not-To-Exceed Amount is one hundred and forty-four thousand dollars (\$144,000).

Background:

San Bernardino Associated Governments (SANBAG) and the City of San Bernardino, as co-owners and tenants-in-common of the San Bernardino Santa Fe Depot (Depot) share the responsibilities for the Depot as identified in Cooperative Agreement A04040. One of those responsibilities is the retention of a property and facility management firm.

In April 2015, the SANBAG Board of Directors authorized staff to release a Request for Proposals (RFP) No. 15-1001227 for Property and Facilities Management Services for the Depot.

Staff finalized the RFP which was issued on April 3, 2015, with proposals due on May 13, 2015. The RFP was sent electronically to approximately nineteen (19) vendors registered on Planet Bids. The solicitation was issued in accordance with current SANBAG policies and procedures for procurement of professional services.

A Pre-Proposal Conference was held on April 15, 2015, and was attended by SANBAG staff. CityCom was the only vendor that attended the Pre-Proposal Conference.

CityCom was the only vendor that submitted a proposal. CityCom is also the current provider for property and facilities management services for the Depot. Prior to the proposal due date, vendors that were notified of the RFP and did not attend the Pre-Proposal Conference were contacted in an effort to obtain feedback whether they intended to submit a proposal. A few vendors stated that their services did not fall within the RFP's scope of work. Two (2) other vendors stated that they were reviewing the RFP and may be submitting a proposal. All other vendors contacted did not return voicemail messages left by Procurement staff. After the proposal due date, the two (2) vendors who stated that they may be submitting a proposal were contacted for feedback in an attempt to find out why they did not submit a proposal; however Procurement staff was unsuccessful in reaching these vendors, nor did the vendors return

Entity: CMA, COG, CTA, CTC, SAFE

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voicemail messages left by Procurement staff. Staff believes adequate notice and time was provided to all firms to meet the May 13, 2015, deadline for proposal submission.

A responsiveness review was conducted by the Procurement Analyst and found the proposal from CityCom to be responsive.

The new contract has a term of three (3) years with two (2) one-year option(s) to extend. The maximum term of this Contract, including the option term(s), if exercised, will not exceed December 31, 2020. The total Contract Not-To-Exceed Amount is one hundred and forty-four thousand dollars (\$144,000). As per Cooperative Agreement A04040, a portion of the management fee is paid by the occupying tenants of the building with the remaining portion equally split between SANBAG and the City. As more of the Depot is occupied, the portion split by SANBAG and the City will be reduced. It is expected that expenses associated with the operation and maintenance of the Depot, such as janitorial, landscape, and security services will be billed directly to the property management firm for payment from an operating account for building expenses.

Financial Impact:

This item is consistent with the Fiscal Year 2015/2016 budget with expenses included under task 0805 Building Operations, the extension years will be budgeted in their respective years. Using the current building occupancy the share of the annual management fee of \$48,000 is allocated thusly: SANBAG \$37,257.60, Southern California Regional Rail Authority (SCRRA) \$3,053.33, Southern California Associated Governments (SCAG) \$1,343.47, and the City of San Bernardino \$6,345.60.

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:

Duane Baker, Director of Management Services

Approved
General Policy Committee
Date: August 12, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001227 Amendment No.: _____ Vendor No.: 00437
 Vendor/Customer Name: CityCom Real Estate Services, Inc. (CityCom) Sole Source? Yes No
 Description: Property and Facilities Management Services for the San Bernardino Santa Fe Depot
 Start Date: 11/01/2015 Expiration Date: 12/31/2018 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 144,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 144,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 144,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 09/02/2015
 Board of Directors Action: Approve contract with CityCom to provide property & facilities management services for the San Bernardino Santa Fe Depot.

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: % Maximum Retention: \$ -
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: _____

Attachment: Contract Summary Sheet [Revision 1] (2099 : 15-1001227 - CityCom)

EXHIBIT A “SCOPE OF WORK”

The San Bernardino Associated Governments (SANBAG) will have CONSULTANT perform services for property management relating to the occupancy of the Santa Fe San Bernardino Depot located at 1170 West 3rd Street in San Bernardino, CA 92410 (referred to as the “Premises”). The building as well as the land upon which it sits is jointly owned by SANBAG and the City of San Bernardino as tenants in common. Square footage and maps of the Premises are included as “Exhibit C” of this Contract.

Services

The CONSULTANT shall perform all services (or directly supervise services of subcontractors) listed within this scope of work subject to SANBAG’s direct supervision, participation, and acceptance and review:

- a. Marketing leasable space, handling tours of the suites to prospective tenants, and where appropriate, hiring and supervision of commercial leasing broker alliances to increase exposure;
- b. Screening of prospective tenants and negotiating leases for leasable space for approval by SANBAG after conferring with the City of San Bernardino, including:
 1. Processing applications, credit reports, financial information, etc. to determine and make recommendations as to acceptance and associated risk of each prospect;
 2. Landlord represented negotiations for prospective new tenants or existing tenants’ lease renewals as the case may be, using either our proprietary comprehensive commercial leases customized for the Premises, or any existing preferred lease documentation per the provisions of Section VIII of SANBAG Policy 11000;
- c. Managing pre-existing and new leases, including the payment and allocation of common area and non-lease space expenses, the collection of rental income, handling eviction proceedings, and the distribution of any net rental income revenue to SANBAG and the City of San Bernardino. Adjustments to the allocation of common area and non-leased space expenses shall be made not more frequently than every six (6) months. Services will include, but not limited to:
 1. Rent collection will include facilities for tenants to pay via credit card if desired.
 2. Computerized tenant accounting with mailed monthly rent statements and return envelopes, making rent payments easier for tenants;
 3. Monitoring and implementation of lease provisions, such as periodic rent increases, assessment of late fees, requesting insurance certificates, notification of key events (such as expirations and options to extend or expand), etc.;
 4. Handling of evictions when necessary, including, but not limited to preparation and service of 3-day and 30-day notices, and interaction with legal counsel throughout the Unlawful Detainer process;
 5. Staff member(s) specializing in and dedicated to fielding maintenance requests, consulting lease documents to verify responsibility, dispatching the appropriate vendor, and follow-up with tenants to ensure successful resolution;
- d. Requiring that all subcontractors comply with all federal, state, and local laws and regulations;
- e. Requiring that all subcontractors possess a valid license, certification or registration with the appropriate State of California licensing board including, but not limited to: the

Contractors State Licensing Board (CSLB), Bureau of Security and Investigative Services (BSIS), Office of the State Fire Marshal (SFM), State of California Department of Industrial Relations Division of Occupational Safety and Health, Structural Pest Control Board, California Department of Pesticide Regulation and/or other State of California licensing board relevant to their specific field, trade, or services;

f. Requiring subcontractors to comply with all prevailing wage requirements as determined by the Department of Industrial Relations;

g. Requiring that all maintenance, repairs, and/or alternations are conducted in a manner that preserves the historic integrity of the building;

h. Competitively bidding for the hiring and oversight of a Contractor to provide unarmed security guard services at the Premises and its immediately adjacent parking areas (common areas) 24-hours a day, 7-days a week. Unarmed security services must have applicable certifications and/or licenses to perform services. Specific duties shall be determined by CONSULTANT and SANBAG prior to the CONSULTANT releasing competitive bid.

i. Competitively bidding for the hiring and oversight of a Contractor to provide landscaping services for the Premises and its common area. Landscaping services must include, but not limited to:

1. Contractor must have applicable certifications and/or licenses to perform services.
2. Contractor must perform all services on a monthly basis, unless directed otherwise by SANBAG and/or CONSULTANT.
3. All debris created as a result of maintenance activity shall be removed from the Premises by the Contractor and disposed of properly.
4. All litter shall be removed from planting beds and curb areas.
5. All trees shall be trimmed to prevent them from impeding parking, sidewalks, and lighting at the Premises.
6. All trees shall be pruned by skilled workers under the supervision of a certified arborist and to the specifications set by the International Society of Arboriculture. Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose. Tree stakes shall be inspected and replaced as necessary until trees no longer require the stakes, which will be determined by the certified arborist.
7. Maintenance shall consist of trimming ground cover and shrubs as needed.
8. Shrubs shall be trimmed to provide a uniform appearance within the planting bed.
9. Fertilizers shall be applied as necessary and where appropriate in order to maintain a healthy growth of ground cover, trees, shrubs, and other vegetation.
10. The use of herbicide shall be applied within the guidelines of all federal, state, and local laws.
11. Insects, fungus, disease and other pests found on shrubs, trees, and ground cover, shall be the responsibility of the Contractor to control.
12. Weeds shall be removed and disposed of offsite. Weeds that have been removed mechanically or manually shall not be left in the planting beds.
13. All plants shall be inspected on each visit to determine plant health. If plant health is at risk, Contractor shall report to CONSULTANT and recommend course of action that would best care for the distressed plants using the least toxic methods.

14. All dead plants shall be reported to CONSULTANT with cause of death determined. CONSULTANT and Contractor will then determine plant replacement at direction of SANBAG. All plants that have died as a result of non-conformance to this scope of work shall be the responsibility of the Contractor.

j. Competitively bidding for the hiring and oversight of a Contractor for any heating, ventilating, and air conditioning (HVAC) maintenance and repair services, including program and maintenance of the HVAC computer system, for the Premises. Services must include, but not limited to:

1. Contractor must have applicable certifications and/or licenses to perform services.
2. Monthly on-site inspections and maintenance shall be conducted and will include all recommended inspections, maintenance and services recommended by the manufacturer no less often than what is recommended by the manufacturer; filters shall be changed no less often than what is recommended by the manufacturer or more often if directed by the CONSULTANT and/or SANBAG based on environmental conditions. Verify proper operation of all safety devices (at no time shall any safety device be bypassed unless it is needed to verify component operation);
3. Monthly on-site inspections of exhaust fans shall include checking the unit's general condition, lubricating all fittings, checking shaft and bearings for unusual noise and make recommendations, inspect and adjust belts and shives, inspect and tighten all electrical connections no less often than what is required by the manufacturer.
4. Maintenance and HVAC filter replacement shall be conducted every ninety (90) days unless recommended sooner by the manufacturer.
5. Quality inspections shall be conducted every one-hundred twenty (120) days unless recommended sooner by the manufacturer.
6. Prior to providing additional repairs, Contractor must obtain approval from SANBAG and/or CONSULTANT prior to starting work. Additionally, Contractor shall be required to provide SANBAG and/or CONSULTANT with a quote/estimated cost for repair services. Repairs to the equipment shall be on an as needed basis.
7. Original equipment manufacturer (OEM) or better parts shall be used to make repairs. Prior to using non-OEM parts, a comparison data sheet shall be provided to SANBAG. All non-OEM parts must be approved by SANBAG prior to installation. To verify Contractor's parts cost, the Contractor shall submit copies of manufacturer's invoices when non predictive/preventive parts are supplied.
8. All safety precautions shall be observed at all times when providing HVAC services.

k. Competitively bidding for the hiring and oversight of a Contractor to provide pest control services for the Premises and its common area. Pest control services must include, but not limited to:

1. Contractor must have applicable certifications and/or licenses to perform services.
2. Contractor shall provide spot treatments of pest removal services on as needed basis.
3. All work shall be warranted for a period of sixty (60) days. Should the removal services not be totally effective or interrupt pest activities, the Contractor shall be required to provide supplementary services at no additional cost.

4. Contractor shall wear distinctive uniform clothing and identification when performing services.
 5. Contractor shall use the proper equipment and material to render the services to ensure safety for all human life, animals, and the environment.
 6. Contractor shall use equipment and pesticides that are within safe and legal guidelines and approved for the use by federal and state regulatory agencies.
 7. Before an application is made, Contractor shall notify SANBAG and CONSULTANT of precautionary actions, if any, that may need to be taken.
 8. Contractor shall be responsible for removing and disposing all excess and/or unneeded chemicals, materials or equipment after the application is completed. Contractor may not store pest control chemicals or equipment on the Premises at any time.
 9. Contractor shall remove and exterminate bees, hornets, and wasps including hives when necessary in the interior or exterior (including water meter boxes), up to a maximum of two (2) stories. For standard service, the Contractor shall respond the same day. For emergency services, the Contractor shall respond within two (2) hours. An emergency shall be defined as any situation deemed hazardous to the immediate safety of the general public and/or SANBAG personnel.
- l. Competitively bidding for the hiring and oversight of a Contractor to provide window cleaning services for the Premises. Window services must include, but not limited to:
1. Contractor shall provide all labor, materials, and equipment necessary to perform the work required for the exterior and interior window washing services.
 2. Contractor shall clean all exterior windows every two (2) months.
 3. Contractor shall clean all interior windows every four (4) months.
 4. Contractor shall keep all entrance and exit areas of the building free from standing water during the cleaning process.
 5. Contractor shall not obstruct normal business operations at any time during the cleaning process.
 6. Contractor shall keep a neat and clean work area at all times.
 7. Contractor shall observe all safety precautions and use fall protection for use of ladders and lifts six (6) feet above the grade.
 8. Contractor shall not leave any visible streaks when viewed from the interior or exterior of the Premises.
 9. Damage to window coverings, wood blinds, shutters, window frames or windowsills resulting due to carelessness during the cleaning process shall be the responsibility of the Contractor.
- m. Competitively bidding for the hiring and oversight of a Contractor to provide elevator maintenance and repair services for the Premises. Elevator maintenance and repair services must include, but not limited to:
1. Contractor must have applicable certifications and/or licenses to perform services.
 2. Work must be done during normal business hours unless Contractor receives prior approval by the CONSULTANT and/or SANBAG.
 3. Maintain the elevator unit monthly. Maintenance shall include but not limited to inspection, lubrication, adjustments, and if the condition or usage warrants, replace

- any parts with the prior approval of CONSULTANT and/or SANBAG. Replacement parts shall only be new manufactured parts.
4. Maintain critical parts locally or that can be on-site next day. At no time shall the elevator be out of service for more than twenty-four (24) hours from the date service was requested.
 5. Contractor shall respond to malfunctions within twenty-four (24) hours.
 6. Contractor shall perform all safety testing at the frequency recommended by the manufacturer.
 7. Provide CONSULTANT and/or SANBAG with test results and provide recommendations for maintenance based on the test results.
 8. Include monthly testing of fire recall test and recovery.
 9. Contractor shall perform annual state mandated testing. Before proceeding, Contractor shall get authorization from CONSULTANT and/or SANBAG for all testing and costs associated with the related testing.
 10. Contractor is responsible for ensuring that all licenses and permits are displayed and continuously valid.
- n. Competitively bidding for the hiring and oversight of a Contractor to provide janitorial services for the Premises, but would not apply to a restaurant or other food-related use that would be responsible for its own janitorial service. Janitorial services will also be required following any scheduled use of the banquet/community room. Janitorial services must include, but not limited to:
1. A monthly service charge shall be agreed upon by Contractor and CONSULTANT/SANBAG.
 2. Services shall be performed after normal business hours, Monday thru Friday.
 3. The monthly service charge shall include all services, cleaning supplies, and equipment which shall be furnished by the Contractor.
 4. All services shall be provided in a satisfactory manner as determined by SANBAG.
 5. All personnel performing services shall complete a comprehensive training program and are required to carry insurance and a janitorial bond.
 6. Daily services shall include, but not limited to:
 - a. Sanitize, polish, and shine all chrome, metal fixtures, kick plates, utility covers, plumbing, clean out covers, and door knobs;
 - b. Clean and polish all doors, doorplates and hardware;
 - c. Empty all sanitary receptacles and replace craft liner;
 - d. Clean and disinfect trash receptacles;
 - e. Dust and clean restroom signage and doors;
 - f. Report any leaking faucets, running plumbing, light bulbs that need to be replaced, and/or other maintenance needs to SANBAG;
 - g. Clean all table tops, sinks, counters, and cabinet fronts;
 - h. Empty all trash receptacles and replace plastic liners (recycling cans per request of SANBAG only);
 - i. Clean and disinfect all trash cans and lids;
 - j. Sweep, dry mop, and damp mop floors;
 - k. Sweep and clean building entrances;
 - l. Screen ash urns and replace sand as needed (SANBAG to pay for sand);
 - m. Dust and clean all vertical surfaces under six (6) feet;

- n. Dust and clean all horizontal surfaces except those cluttered with paperwork or other items;
 - o. Polish all desk tops that are clear of paperwork;
 - p. Dust window sills and ledges;
 - q. Remove fingerprints and smudges from all walls, light switch covers, electrical outlet cover plates, and doorknob handles;
 - r. Spot clean partition glass and mirrors;
 - s. Dust all lower parts of furniture;
 - t. Sweep and dry mop all hard floor surfaces;
 - u. Vacuum all traffic-area carpets;
 - v. Properly position furniture, books, and/or magazines in reception areas, offices, and conference rooms;
 - w. Damp mop all tile and hard surface areas;
 - x. Clean and remove smudges from entry door glass;
 - y. Secure all doors and turn off appropriate lights upon completion of work;
 - z. Sweep and dry mop all restroom tile floor;
 - aa. Fill soap, paper towel, toilet paper, toilet seat cover, and sanitary napkin dispensers;
 - bb. Clean and sanitize restroom dispensers;
 - cc. Clean and disinfect all restroom basins, urinals, and toilet bowls;
 - dd. Clean and polish all restroom mirrors;
 - ee. Spot clean all restroom partitions and walls. Remove all graffiti if possible and report such to SANBAG.
7. Weekly services shall include, but not limited to:
- a. Detail clean toilet stalls and fixtures;
 - b. Dust light fixtures;
 - c. Clean all walls and partitions;
 - d. Pour clean water in floor drains;
 - e. Pour enzyme neutralizer in floor drains;
 - f. Deep clean and disinfect sinks;
 - g. Clean refrigerators, vending machines, and microwave ovens (exterior only);
 - h. Spot clean carpets;
 - i. Dust and wipe baseboards;
 - j. Dust all ledges, wall moldings, pictures, shelves, etc.;
 - k. Damp wipe all interior doors;
 - l. Completely clean all partitions, doors, door jams, kick plates, glass and mirrors;
 - m. Detail vacuum all carpeted areas, removing staples and other debris;
 - n. Clean furniture fabric with vacuum to remove dust, paper bits, and erasures as needed.
8. Monthly services shall include, but not limited to:
- a. Dust vents and grills;
 - b. Burnish resilient floors;
 - c. Dust blinds.
 - d. SANBAG refrigerator and freezer are to be cleaned out on the last Friday of each month.

9. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, plus any additional holidays or closures that are specified otherwise. No service charge credits will be issued for these holidays. Service can be provided on these holidays at an additional cost if required.
- o. Competitively bidding for the hiring and oversight of a Contractor to provide day porter services for the Premises. Day porter services must include, but not limited to:
 1. A monthly service charge shall be agreed upon which shall include the services, cleaning supplies, and equipment necessary to perform the services.
 2. Services shall be performed Monday, Wednesday, Thursday, and Friday from 9:00 a.m. through 1:00 p.m. and Saturday, from 11:00 a.m. – 1:00 p.m.
 3. Services shall not be performed on any holidays.
 4. Specific day porter services to be done shall be determined by CONSULTANT and SANBAG prior to CONSULTANT releasing competitive bid.
- p. Competitive bidding any maintenance and repair services including, but not limited to: lighting to include program and maintenance of the lighting computer system, fire extinguisher, alarm systems. Services to be done will be determined by CONSULTANT and SANBAG prior to CONSULTANT releasing competitive bid;
- q. Facilitating day-to-day building maintenance and repairs as needed;
- r. Set-up and break-down SANBAG Board Room twice monthly and upon special requests;
- s. Maintaining the methodology of allocating and documenting common area cost amongst all leasable space;
- t. Document and allocate non-leased space cost amongst SANBAG and the City;
- u. Market, schedule, and arrange accommodations for the availability of the Banquet/Board meeting room for community meetings and other events; and
- v. Prepare periodic comparative market analysis of current rental values.

Service and Supply Contracts

The CONSULTANT shall directly select, supervise, and engage with the written approval of SANBAG's Executive Director or his designee: independent contractors, suppliers and vendors, in the operation, repair, maintenance and servicing of the premises, including but not limited to those necessary for custodial services, landscaping services, security services, the supplying of electricity, gas, water, telephone, cleaning, elevator maintenance, vermin extermination, trash removal, and other services deemed necessary or advisable by the CONSULTANT for the operation of the premises.

All service contracts shall, unless expressly approved in writing by SANBAG: 1) include a provision for cancellation (without penalty) by SANBAG on not more than thirty (30) days' written notice, 2) require that all contractors provide evidence of insurance which meet SANBAG's minimum insurance requirements noted in the attached sample contract, 3) include a provision requiring the contractor to indemnify SANBAG, the City of San Bernardino, and the CONSULTANT for any and all claims arising from its acts and

omissions, including but not limited to willful misconduct, negligence and all actions in excess of the authority granted to the contractor under the terms of its contract with the CONSULTANT.

All procurement procedures shall follow SANBAG's Contract and Procurement Policy:

- Informal competitive procurement procedures will generally be used for purchases in excess of \$5,000, but not exceeding \$25,000.
- The formal Request for Proposal (RFP)/Request for Qualifications (RFQ) process will be used to solicit proposals for services in excess of \$25,000 and for solicitation of proposals less than \$25,000 in instances where this process is deemed appropriate.
- Formal competitive procurement procedures will follow the competitive sealed bid method of procurement for purchases in excess of \$25,000.
- The sole source process will be used for specific instances when it may be necessary or prudent to enter into sole source contracts, specific approval shall be required. The SANBAG Executive Director or his designee, shall approve sole source procurements up to \$25,000, using the guidelines outlined in SANBAG's Contract and Procurement Policy. Such sole source procurements shall be routinely reported to the SANBAG Board of Directors.

The CONSULTANT must follow all requirements for these procurement procedures, which can be found by referencing SANBAG's Contract and Procurement Policy.

For all public works projects that exceed \$1,000: all contractors and subcontractors bidding and performing work must register on an annual basis with the California Department of Industrial Relations (DIR), and furnish electronic payroll records for new projects to the Labor Commissioner. Additional information can be found at dir.ca.gov.

Additionally, for all public works projects that exceed \$6,500, the CONSULTANT shall follow the State's Public Contract Code.

Leases

SANBAG must approve all leases. A call for bids of the space proposed for lease shall be posted in at least three (3) public places for not less than fifteen (15) days and published for not less than two (2) weeks in a newspaper of general circulation. The highest proposal for the proposed lease submitted in response to a call for bids shall be accepted, or all bids shall be rejected.

Leases for a period not exceeding ten (10) years and having an estimated monthly rental of not more than \$5,000 may be excluded from the bidding procedure specified in the previous section. Leases excluded from the bidding procedure shall be subject to the following requirements:

- Notices requesting offers to lease SANBAG property shall be posted in the SANBAG offices. Notices shall also be mailed or delivered at least fifteen (15) days prior to accepting offers to lease to any person who has filed written request for notice with SANBAG. Such requests to receive notices shall be renewed annually. Notice shall be published as provided in Government Code Section 6061.
- Notices requesting offers to lease SANBAG property shall describe the property proposed to be leased, the terms of the lease, the location where offers to lease the property will be accepted, the location where leases will be executed, and any SANBAG officer authorized to execute the lease.
- SANBAG's Executive Director or his designee, is authorized to approve and execute leases exempted from the bidding procedures specified in the previous section.
- Leases exempt from the bidding procedures specified in the previous section are not renewable except by approval of SANBAG after a competitive process.

Disbursements for Expenses of Property

The CONSULTANT shall, consistent with the approved Budget:

- Pay all bills which the CONSULTANT determines are properly payable;
- Pay water charges, sewer rent, and utility assessments and all other charges and impositions as they shall become due and payable;
- Process of payables to ensure timely vendor payments and/or as directed by SANBAG solely out of the Operating Account;
- Prepare a budget and annual reconciliation and pro-rata billings of common area maintenance and operating expense increase pass-throughs as appropriate, including documentation and allocation of non-leased space costs to SANBAG and the City of San Bernardino;
- Prepare monthly financial reports showing all funds received and disbursed, complete with current and historical profit and loss statements, occupancy reports, bank reconciliations, and various other custom reporting capabilities, and distribution of any net income revenue to SANBAG and the City of San Bernardino;
- Prepare monthly narrative property report, featuring operational, leasing, and financial highlights from the previous month;
- Use due diligence and employ its reasonable efforts to ensure that the actual costs of maintaining and operating the Premises shall not exceed the amount provided in the applicable budget (either total or in any line-item).

Tenant Lease Compliance, Service Requests and Complaints

The CONSULTANT shall maintain business-like relations with all tenants. The CONSULTANT shall use its reasonable efforts and due diligence to secure full compliance by tenants with the terms and conditions of their respective leases, and to this end, shall use its reasonable efforts to see that all tenants are informed with respect to such rules, regulations and notices as may be promulgated by SANBAG. The CONSULTANT shall not knowingly take any action which would violate any tenant's lease, and shall promptly deliver

to SANBAG any notice of default received from a tenant and use its reasonable efforts to cure such default.

Construction Management Services

For projects of less than \$5,000, the CONSULTANT shall order labor and materials and provide the associated supervision and direction for the installation of such renovations, improvements and/or alterations to the premises. Further, the CONSULTANT shall, at cost and expense of SANBAG, provide labor and materials, through Contractors approved in writing by SANBAG, to perform such work.

For projects greater than \$5,000, the CONSULTANT shall, subject to SANBAG authorization, receive a fee equal to 10% of project cost for its project supervision.

Minute Action

AGENDA ITEM: 10

Date: August 12, 2015

Subject:

California Air Resources Board Multi-Source Facility Demonstration Project Grant

Recommendation:

That the General Policy Committee recommend the Board approve the development and submission of an application to the California Air Resources Board (ARB) requesting that SANBAG be the recipient of funds for Advanced Technology Freight Demonstration projects solicited under Assembly Bill 118 (AB 118).

Background:

In 2007, the California Alternative and Renewable Fuel, Vehicle Technology, Clean Air, and Carbon Reduction Act of 2007 was signed into law. AB 118 created the Air Quality Improvement Program (AQIP), which is a voluntary incentive program administered by the California Air Resources Board (ARB) to fund clean vehicle and equipment projects, air quality research and workforce training.

The ARB is soliciting one or more Grantee(s) to implement and administer Multi-Source Facility Demonstration Projects under the Air Quality Improvement Program (AQIP) and Low Carbon Transportation Greenhouse Gas Reduction Fund (GGRF) Investments. It is anticipated that up to \$23,658,500 will be available for award under this grant solicitation. The ARB grant solicitation packet was released on June 23 of this year and applications are due September 24, 2015. The Grantee is required to match a minimum of 25 percent of the total project cost.

This competitive solicitation is open to local air districts, other California-based public entities, or California-based non-profit organizations acting as the applicant.

In late June of this year, SANBAG staff was approached by BYD, a global battery company with operations in every developed country in the world, with more than nine billion in revenue and 180,000 employees worldwide, regarding the recent ARB grant opportunity.

BYD is a battery company manufacturing approximately 25 percent of the world's rechargeable batteries, and has received much success with the wide-scale commercialization of 100% battery electric taxis and transit buses. During staff's initial discussions with BYD, the goal was to submit a grant application so that the San Bernardino BNSF facility would become the gold standard for truck and yard tractor electrification. With the recent release of ARB's Multi-Source Solicitation, there is funding to cover the full cost of the electric trucks. BYD has expressed that they are prepared to support this project with cash and in-kind matches, as well as assist with authoring portions of the project application and facilitating dialogue with other proposed project partners which at this time include; Eagle Intermodal, BNSF, Southern California Edison, and South Coast Air Quality Management District.

In our primary discussions with BYD they have expressed that the most important vehicles to electrify at the San Bernardino rail yard are the yard tractors. In addition, yard tractors are

Entity: CMA, COG

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specifically identified as potential vehicles for electrification in ARB's Multi-Source Solicitation. Furthermore, yard tractors are heavy duty vehicles, which is one of South Coast Air Quality Management District's primary focuses for emission reduction. Eagle Intermodal, the subcontractor for yard tractor operations, operates 50 yard tractors at the San Bernardino rail yard. BYD is proposing to provide 20 electric yard tractors or 40% of the overall fleet. To satisfy the multi-source component of the solicitation, which requires multiple types of equipment at one location, BYD recommends including full battery electric service vehicles and forklifts. An initial draft summary of the project proposed by BYD is included in the table below for your review. However, please note this is not the final grant submission, if the Board were to provide staff this direction additional work and review is still to be done.

Component	Price Per Unit	No. @ SB	Total Price	BYD Cash Match	Grant	Battery Warranty (yrs)	Lead Time (months)
Yard Tractors - T9	\$300,000	20	\$6,000,000	\$0	\$6,000,000	8	6
Service Vehicle - e6	\$52,000	2	\$104,000	\$0	\$104,000	8	1
Forklifts – ECB35	\$70,000	3	\$210,000	\$0	\$210,000	8	3
Charger – 16 kW	\$2,000	3	\$6,000	\$6,000	\$0	N/A	N/A
Charger - 40 kW	\$8,000	2	\$16,000	\$16,000	\$0	N/A	N/A
Charger - 200 kW	\$20,000	20	\$400,000	\$400,000	\$0	N/A	N/A
Data Loggers	\$2,000	25	\$50,000	\$50,000	\$0	N/A	N/A
Total			\$6,786,000	\$472,000	\$6,314,000		
% of Total - Cash Match				7.0%			

Staff requests that the Board direct SANBAG to pursue this grant opportunity, and bring back to the Board any additional funding commitments that would be above and beyond existing Budget/staffing needs. Upon submittal and approval of grant funds, a grant Agreement would be signed with the ARB, making commitments to implement the goals set forth in the submittal.

Financial Impact:

This item is consistent with the adopted budget. If SANBAG is successful in receiving a grant, a budget amendment will be required to account for the grant revenue.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG's General Counsel has reviewed this item.

Responsible Staff:

Duane Baker, Director of Management Services

Approved
General Policy Committee
Date: August 12, 2015

Witnessed By:

Minute Action

AGENDA ITEM: 11

Date: August 12, 2015

Subject:

Amendment to Freeway Service Patrol Contract C14177 to Increase Contract Amount and Extend Contract Term.

Recommendation:

That the General Policy Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission, approve Amendment No. 5 to Contract No. C14177 (00-1001034) with Steve's Towing to continue providing Construction Freeway Service Patrol (CFSP) services with increased hours for the Cajon Pass Rehabilitation Project, which shall increase the contract amount by \$200,000 for a revised not-to-exceed amount of \$975,044. This action shall also extend the contract date to June 30, 2016.

Background:

The Freeway Service Patrol (FSP) consists of a fleet of tow trucks that patrol segments of the freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. Since the program's inception in January 2006, the FSP Program has demonstrated many benefits by reducing the amount of time a motorist is in unsafe conditions, as well as reducing traffic delays, vehicular emissions and secondary incidents. There are eight (8) separate areas, known as Beats, within the selected San Bernardino County freeways where FSP services are provided and cover more than 67 centerline highway miles. Approximately 3,400 motorists are assisted each month through the San Bernardino County FSP Program. At times, construction projects require removal of shoulder areas, which can create unsafe road conditions for motorists, often times Construction Freeway Service Patrol (CFSP) is asked to be of service and is funded through the project to provide on and off-peak coverage where normal state-funded FSP would not operate.

In August of 2014, the Cajon Pass Rehabilitation Project required the removal of shoulder access with installation of concrete K-rail and the traffic lane configurations were constantly changing due to construction activity as well. In addition, the majority of Call Boxes along this area were removed due to the construction activity. As a result, CFSP was contracted and it is anticipated that CFSP services will be needed for this construction area through June 2016.

The amendment amount is to allow for CFSP tow trucks to continually patrol the construction area on a frequent basis to assist with the zone in avoiding traffic congestion, secondary incidents, and breakdowns developing in traffic lanes for long periods of time during peak commute hours, etc. The Cajon Pass construction project is scheduled to increase its CFSP services hours during the months of July through October of 2015 to accommodate numerous closures and other major work activity scheduled.

Entity: CTC

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History:

SANBAG, under Contract C14177 (“Contract”), engaged the services of Steve’s Towing, Inc. effective May 30, 2014 to provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway for Beats 5 & 9C.

On July 29, 2014, SANBAG and Steve’s Towing entered into Amendment No.1 to exercise an option and extend the contract terms through November 30, 2015 in Beat 9C only for the Devore Interchange Project, modify the Scope of Work and increase the contract amount as outlined in the Compensation and Payment schedule.

On August 8, 2014, SANBAG and Steve’s Towing entered into Amendment No. 2 to modify the Scope of Work for the Cajon Pass Rehabilitation Project, and increase the contract amount as outlined in the Compensation and Payment schedule.

On November 19, 2014, SANBAG and Steve’s Towing entered into Amendment No. 3 to add Emergency FSP Coverage along Beat 8, modify the Scope of Work for Beat 8, and increase the contract as outlined in the Compensation and Payment schedule.

On June 3, 2015, SANBAG and Steve’s Towing entered into Amendment No. 4 to add funds for the continuation of Emergency FSP Coverage along Beat 8 and add additional funds for the Cajon Pass Project. These actions increased the contract as outlined in the Compensation and Payment schedule.

In addition, Steve’s Towing has been providing Beat 8 FSP services for SANBAG while the RFP for this Beat has gone out and is finishing its procurement process. As SANBAG waits for the procurement to finalize, SANBAG anticipates that Steve’s Towing will need to continue to provide FSP services along Beat 8 through September of 2015.

To avoid CFSP service interruption on the Cajon Pass Rehabilitation Project, staff is requesting that the Committee approve Amendment No. 5 to Contract No. C14177 with Steve’s Towing, Inc. and to increase the not-to-exceed amount of the contract and extend the contract term to June 30, 2016.

Financial Impact:

Contract amendment costs have been included in the Fiscal Year (FY) 2015/2016 budget Task 0704 totaling \$200,000. The source of funds is Caltrans local Reimbursement funds.

Reviewed By:

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

Responsible Staff:

Kelly Lynn, Chief of Mobility and Air Quality Programs

Approved
General Policy Committee
Date: August 12, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 00-1001034 Amendment No.: 5 Vendor No.: 2499
 Vendor/Customer Name: Steve's Towing Sole Source? Yes No
 Description: CFSP Services along the Devore interchange Project, Cajon Rehab and emergency FSP coverage
 Start Date: 08/01/2014 Expiration Date: 11/30/2015 Revised Expiration Date: 06/30/2016
 Has Contract Term Been Amended? No Yes - Please Explain Anticipated extension of FSP
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 60,476.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ 775,044.00	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ 200,000.00	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 975,044.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 975,044.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 09/02/2015
 Board of Directors Action: Approve Amendment No. 4 with Steve's Towing

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: % Maximum Retention: \$ -
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: JENNY HERRERA

Attachment: CSS 14177_05 (2127 : Steve's Towing Cajon Pass Project)

AMENDMENT NO. 5 TO CONTRACT NO. C14177

FOR

**CONSTRUCTION FREEWAY SERVICE PATROL IN SAN BERNARDINO
COUNTY AND EMERGENCY FSP COVERAGE**

(STEVE'S TOWING)

This AMENDMENT No. 5 to Contract C14177 is made by and between Steve's Towing ("CONTRACTOR") San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission ("SANBAG"):

RECITALS:

- A. SANBAG, under Contract C14177 ("Contract"), has engaged the services of CONTRACTOR effective May 30, 2014 to provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway for Beats 5 & 9C.
- B. On July 29, 2014, SANBAG and CONTRACTOR entered into Amendment No.1 to exercise its option and extend the contract terms through November 30, 2015 Beat 9C only for the Devore Interchange Project, modify the Scope of Work as outlined in Exhibit A.1, and increase the contract amount as outlined in the Compensation and Payment schedule in Exhibit B1.
- C. On August 8, 2014, SANBAG and CONTRACTOR entered into Amendment No. 2 to revise the Scope of Work, Exhibit A.1, for the Cajon Pass Rehabilitation Project, and increase the contract amount as revised in Compensation and Payment schedule in B.1.
- D. On November 19, 2014, SANBAG and CONTRACTOR entered into Amendment No. 3 to add Emergency FSP Coverage along Beat 8, modify the Scope of Work as outlined in Exhibit A.2 for Beat 8, and increase the contract as outlined in the Compensation and Payment schedule in Exhibit B.2.
- E. On June 3, 2015, SANBAG and CONTRACTOR entered into Amendment No. 4 to increase amounts for Emergency FSP Coverage along Beat 8, as well as the Cajon Pass Project. The increase of the contract was outlined in the Compensation and Payment schedule in Exhibit B.3.

NOW, THEREFORE, in consideration for the terms and conditions set forth herein, CONTRACTOR and SANBAG agree as follows:

1. Article 2, "TERM," is deleted and replaced in its entirety to read as follows:

"Article 2, TERM,

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SANBAG, and shall continue in full force and effect through June 30, 2016 until otherwise terminated, or unless extended as hereinafter provided by written

amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONTRACTOR shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.”

- 2. Article 3, “COMPENSATION,” Section 3.2 is deleted and replaced in its entirety to read as follows:

“3.2 The total Contract Not-To-Exceed Amount is Nine Hundred Seventy Five Thousand, Four-Four Dollars, (\$975,044.00). All Work provided under this Contract is to be performed as set forth in Exhibit A.2, "Scope of Work", and shall be reimbursed pursuant to Exhibit B.4- "Compensation and Payment". The hourly labor rates identified in Exhibit B.4 shall remain fixed for the term of this Contract and include CONTRACTOR's direct labor costs, indirect costs, and profit.”

- 3. Exhibit B.3 of the Contract is deleted and replaced with Exhibit B.4, “Compensation and Payment”, which is attached to this Amendment No.5 and incorporated herein by this reference.
- 4. Except as amended by this Amendment No. 5 all other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.
- 5. This Amendment No. 5 is effective upon execution by SANBAG.

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

Attachment: C14177_05 [Revision 1] (2127 : Steve's Towing Cajon Pass Project)

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5 below.

STEVE'S TOWING

**SAN BERNARDINO COUNTY
TRANSPORTATION
COMMISSION**

By: _____
Miguel Leyva
Owner

By: _____
Ryan McEachron
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Robert D. Herrick
Asst. General Counsel

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment: C14177_05 [Revision 1] (2127 : Steve's Towing Cajon Pass Project)

EXHIBIT B.4 TO AMENDMENT NO.5

“Compensation and Payment”

Devore Interchange, Cajon Pass Rehabilitation Construction Zone FSP & Emergency FSP Coverage as needed

Contract Term: 8/1/14-6/30/2016

Hourly Costs (per truck)	No. of Hours	7% More Hours	Total Hours	Cost Per Truck	Total Costs
Devore Interchange Project 1 Truck 6/1/14-7/31/14	509.8	N/A	509.8	\$26,000.00	\$26,000.00
Amendment 1: Devore					
FY14/15 8/1/14-6/30/15	2,828	N/A	2,728	\$144,228.00	\$144,228.00
FY15/16 7/1/15-11/30/15	1,340	N/A	1,240	\$68,340.00	\$68,340.00
Extra Work for Beat 5 (2 Trucks): 6/1/14-7/31/14	315	23	338	\$17,238.00	\$34,476.00
Amendment 2: Cajon Pass Rehabilitation Project					
FY14/15 8/1/14-6/30/15	1,210		1,210	\$61,710.00	\$61,710.00
FY15/16 7/1/15-11/30/15	554.71			\$28,290.00	\$28,290.00
Amendment 3: Extra Work Emergency FSP Coverage	1,619.04				85,000.00
Amendment 4: Additional Funds for Devore Interchange Project	2,647				\$90,000.00
Amendment 4: Additional Funds for Cajon Pass Rehab Project	2,764				\$141,000.00
Amendment 4: Additional Funds for continued Emergency FSP Coverage on Beat 8	1,828				\$96,000.00
Amendment 5: Additional Funds for Cajon Pass Rehab Project	3,921.57				200,000.00
Contract Total:					\$975,044.00

Hourly Rate for Construction FSP Work along
Devore interchange project and Cajon Pass Rehab
project \$51.00
Extra time: \$0.85 per minute
Non- Penalized Down Time: \$0.85 per minute
Penalized Down Time: \$2.55 per minute

Hourly Rate for Extra Work (emergency coverage)
along any FSP Beat in San Bernardino County \$52.50
Extra time: \$0.87 per minute
Non- Penalized Down Time: \$0.87 per minute
Penalized Down Time: \$2.61 per minute

Minute Action

AGENDA ITEM: 12

Date: August 12, 2015

Subject:

Development of Countywide Points of Interest Pedestrian Plan

Recommendation:

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Commission, approve Contract No. 15-1001172 with Fehr & Peers for the development of a Countywide Points of Interest Pedestrian Plan in an amount not-to-exceed \$369,923.

Background:

On April 22, 2015, the SANBAG Executive Director authorized the advertisement of Request for Proposals (RFP) 15-1001172 for Professional Services for the Development of a Countywide Points of Interest Pedestrian Plan (PIPP) in accordance with SANBAG Contracting Procurement Policy 11000, Section VII.B.1. The scope of work for the RFP as described in Exhibit A of the Contract includes updating the Non-Motorized Transportation Plan (NMTP) to incorporate more robust pedestrian focused components in both the static and GIS interactive formats in which the NMTP is currently available to the public.

The Request for Proposals (RFP) 15-1001172 was released on April 23, 2015 on SANBAG's website and was sent electronically to approximately two hundred and fifty-six (256) consultants registered on Planet Bids. Addendum No. 1 was issued on May 15, 2015 changing the interview date from July 7, 2015 to July 9, 2015.

Two (2) proposals, KTU+A and Fehr & Peers, were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Analyst which found the two (2) proposals to be responsive.

An evaluation committee consisting of three SANBAG representatives, one representative from Southern California Association of Governments and one representative from the California Department of Transportation evaluated the proposals based on the following criteria and weight:

- Qualifications of the Firm (30%)
- Proposed Staffing and Project Organization (30%)
- Technical Approach/Work Plan (30%)
- Cost (10%)

The weight of each of these criteria was identified in the RFP. The RFP identified that overall scoring would weigh an interview as 60% and the technical proposal as 40%, for a maximum possible score of 100%. On June 18, 2015, the evaluation committee reviewed and scored the

Entity: CTC

General Policy Committee Agenda Item

August 12, 2015

Page 2

two proposals based on the evaluation criteria. KTU+A received a higher score than Fehr & Peers based on their technical proposal. On July 9, 2015, interviews were held with both firms. At the conclusion of the interviews, the evaluation committee discussed their interview scores for both firms. The overall score given to Fehr & Peers was higher than KTU+A. Fehr & Peers indicated a superior knowledge of San Bernardino County specific community collaboration as well as development of pedestrian plans that are most likely to be subsequently awarded grant funding for implementation. The selection panel unanimously agreed on recommending Fehr & Peers to develop the Countywide Points of Interest Pedestrian Plan.

Staff is requesting approval to award Contract 15-1001172 to Fehr & Peers in the amount not to exceed \$369,923, to be funded with Active Transportation - State funds.

Financial Impact:

This item is consistent with the Fiscal Year 2015/2016 SANBAG approved budget. The contract is to be funded with Active Transportation – State grant funds which were specifically awarded for the purpose of creating a Points of Interest Pedestrian Plan.

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 agreements.

Responsible Staff:

Ginger Koblasz, GIS Analyst

Approved
General Policy Committee
Date: August 12, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001172 Amendment No.: _____ Vendor No.: 03005
 Vendor/Customer Name: Fehr & Peers Sole Source? Yes No
 Description: Development of a Points of Interest Pedestrian Plan
 Start Date: 09/05/2015 Expiration Date: 12/31/2018 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 370,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 370,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 370,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 09/02/2015
 Board of Directors Action: Approve Contract No. 15-1001172

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Ginger Koblasz

Attachment: Contract Summary Sheet [Revision 1] (2106 : Points of Interest Pedestrian Plan)

Exhibit A Scope of Work

Project Approach

SANBAG is seeking to develop a Countywide Points of Interest Pedestrian Plan (PIPP) to assist member agencies with the development of tools and guidelines for identifying and prioritizing pedestrian improvements. The project will yield a data-driven yet transparent process and results that can be updated over time as projects are completed and land use changes drive new priorities.

Pedestrian accommodation can vary widely across boundaries. Each SANDAG member agency has a separate capital improvement program and maintenance regime. This project will help to connect agencies and synchronize project planning and implementation. A key part of this effort is a robust gap analysis using data collection to estimate usage for various land uses and transportation characteristics; pedestrian demand and network supply mapping; and safety analysis at both the systemic and local level.

The network, sub-area, lineal (corridor), and spot location gap analyses will expand on current Complete Streets and Safe Routes to School planning efforts by identifying projects that serve key activity centers and high collision risk locations. The project will also standardize economic evaluation and project prioritization frameworks for current and future ranking purposes.

All work performed for this project will be well documented and delivered in clean GIS format with full metadata to enable information sharing in SANBAG's web-based Non-Motorized Transportation Plan (NMTP) GIS application, as well as to enable efficient future updates.

Common issues include variations in available data and data quality; lack of metadata explaining sources and key attribute definitions; and a need to translate planning and engineering information into a format easily understood by key stakeholders and the broader public. Our proposed work plan includes jurisdictional coordination meetings to encourage all parties to participate in the process, best practices in database management to minimize the risk of data loss or non-transferability, and the use of leading cartography, graphics and public outreach methods to help turn the planning process into action.

Work Plan

The following proposed Work Plan has been designed to maximize efficiency in project delivery between two leaders in the field of non-motorized transportation planning, design and engineering. The Fehr & Peers/Alta team members (collectively, the "CONSULTANT") are all capable of delivering all components, but each firm will be focusing on their particular areas of excellence and innovation.

TASK 1. Prioritization Guidelines for Pedestrian Plans

This task will produce guidelines that will be incorporated into an amendment to the NMTP and tools that member agencies can use to advance pedestrian improvements identified in Task 2 or by other means through a robust ranking system.

1.1. Best Practice Pedestrian Plans

The CONSULTANT will lead a review of pedestrian plans to determine which have been the most successful in terms of implementation. The CONSULTANT will provide a list of up to six pedestrian plans along with key implementation performance metrics and measures. The CONSULTANT will rank these best practice plans based on metrics approved by SANBAG, which may include reported crash reduction; activity level increases; project advancement and completion; and funding awards.

From the outset, this project will be tailored to provide useful Non-Motorized Transportation Plan (NMTP) inputs to the SCAG Scenario Planning Model and the San Bernardino County Community Vital Signs (CVS).

1.2. Needs Analysis Process

CONSULTANT will perform a countywide needs analysis using crash analysis findings, the Alta Live/Work/Play GIS demand model, and the Alta Pedestrian Suitability Index supply model. The results will show network, sub-area, corridor, and spot gaps. Although not all the required data inputs may be available, the initial needs analysis process will be thoroughly documented so that SANBAG and member agencies can duplicate the process and refine the process for localized identification of areas for focused pedestrian planning efforts.

1.3. Bicycle and Pedestrian Counting Strategy

The CONSULTANT will provide a data collection strategy based on the experience gained from over 10 years of developing and administering the National Bicycle and Pedestrian Documentation (NBPD) Project, tailored to the SCAG Bike Count Data Clearinghouse framework, which itself builds on the NBPD and FHWA Traffic Monitoring Guide methods.

1.4. Cost Estimating Tool

The CONSULTANT will calibrate a spreadsheet-based standardized cost estimation model with easy-to-use input, reporting, estimation engine, and assumptions components using SANBAG and member agency unit cost rates.

1.5. Cost-Effectiveness Model

The CONSULTANT will develop an economic efficiency-based prioritization tool that may be used as-is for prioritization or to inform a wider multi-criteria analysis. For example, other criteria that may be considered include geographic equity (using inputs from the CalEnviroScreen 2.0 database). CONSULTANT will employ either (a) the Alta Benefit-Cost Model, which is a documented demand, benefits estimation, and economic evaluation tool compatible with the beta version ATP economic evaluation model or (b) the SafeTREC model specified by Caltrans for Highway Safety Improvement Program (HSIP) applications, although

this limits benefits to only those directly related to safety.

The CONSULTANT will consider demand values from models developed in NCHRP research, advanced activity based travel demand models, or sketch planning techniques, or CONSULTANT's MXD+ model that can be used to estimate pedestrian trip demand for various land use development scenarios. Alta will lead this task and produce a best practice guideline to maximize the likelihood that member agencies will score maximum points in grant applications for HSIP, ATP and other funding.

TASK 2. Amendments to NMTP Chapter 5 Local Jurisdiction Plans

2.1. Review of Plans and Current Planning Efforts

Alta is currently completing the Safe Routes to School Plan (SRTSP), so all identified school improvement locations are readily available to the CONSULTANT team. This information will be integrated into the database as a separate layer to aid in the identification of new sites for PIPPs. The CONSULTANT will review the Transit Access Plan, Complete Streets Plan, and SRTSP to identify locations, work status, and completion date (if available). At this time, only Barstow, Chino, and Hesperia have Pedestrian Plans, while only Chino Highland, Ontario and Yucaipa have SRTS Plans. This review and coordination will occur at the outset of the location identification and again before the PIPP locations are finalized to remove duplication of effort.

2.2. GIS Identification of Pedestrian Activity Centers

The CONSULTANT will consider the following data sources to identify activity centers that are likely candidates for inclusion as pedestrian points of interest:

- SANBAG's existing GIS data, including incorporation of all points of interest to reference places that are common points for orientation by the public and to provide general context
- Results of the Live/Work/Play needs analysis
- Crash analysis
- Proximity to commercial centers and other key activity areas
- Pedestrian Route Analysis tool factors
- ATSP analysis

2.3. Outreach on Locations

The CONSULTANT will coordinate one agency staff meeting to review initial findings and refine proposed PIPPs. The venue will be selected and reserved by SANBAG.

The CONSULTANT will then present the team's draft maps and lists of proposed PIPPs at up to three "Roundtable" workshops with agency staff, elected representatives, business and community interests, and the general public. These could include the Transportation Technical Advisory Committee (TTAC); the San Bernardino County Active Transportation Network (SBCATN); and/or the Planning and Development Technical Forum (PDTF). Each PIPP location will be characterized by geographic area, opportunities and constraints, and key metrics from the needs analysis (including, but not limited to, total estimated demand; population and

employment density; and intersection density). Workshop participants will be asked for input via open and one-on-one discussion, comment cards, and sticker surveys to rank their preferences. The CONSULTANT's Spanish speaking staff will be present to engage with Latino participants. Workshop venues will be selected to be geographically representative of the Valley, High Desert, and Mountain regions. Invitations will be sent to all member agencies, related project working groups, Chambers of Commerce, and community groups.

The CONSULTANT will create English and Spanish online surveys and provide the link to all member agencies for posting. The link will also be posted to various social media. The survey results will be analyzed for common locations mentioned in relation to walking.

2.4. Conduct Non-Motorized Traffic Counts

While automated bicycle and pedestrian count methods are rapidly advancing, for the purposes of this project, it is proposed to perform manual counts only. This will limit the sample size but enable the collection of baseline data at up to 25 sites. If the number of count sites is less than the total number of PIPP sites, a screening criteria analysis may be performed to shorten the list for the purposes of activity level data collection. Counts will be performed as per the methods SCAG has outlined in the Conducting Bicycle and Pedestrian Counts manual, including variables on wheeled pedestrians, child pedestrians, and standard definitions.

2.5. Prepare Pedestrian Plans

For up to 25 un-ranked project locations identified in the needs analysis and confirmed in agency and public outreach, the CONSULTANT will prepare improvement plans and order-of-magnitude cost estimates. To ensure the plans are uniform, the CONSULTANT will develop drawing and symbology standards.

The plans will be based on a desktop study using aerial and street view imagery, supplemented by fieldwork to inventory existing infrastructure where imagery is not current or insufficient. At each location, plans will focus on infrastructure within a ¼-mile buffer of the location centroid. Recommendations will be similar to those found in PedSAFE countermeasure selection and the SafeTREC Pedestrian Safety Audit methods.

Plans will be in a "project sheet" format: one page per location, with a locality graphic, project extents, existing issues, opportunities and constraints, and info-graphics relating the key proposed improvements.

2.6. Outreach on Plans

The CONSULTANT team will provide draft plans to agency staff electronically for review. Each agency will return a single, internally consistent set of comments to the CONSULTANT. The CONSULTANT will then present revised plans for each PIPP at up to two "Roundtable" workshops with agency staff, elected representatives, business and community interests, and the general public. The venue for each workshop will be selected and reserved by SANBAG. Each location will be characterized by key information such as impacts on other road users and

adjacent (or nearby) land uses; order-of-magnitude cost; and expected benefits. Workshop participants will be asked for input via open and one-on-one discussion and comment cards. The CONSULTANT's Spanish speaking staff will be present to engage with Latino participants.

2.7. Finalize Pedestrian Plans

The CONSULTANT will revise the draft plans based on input received and issue another set for client review. Detailed cost estimates will be planning-level opinions of probable cost developed using the tool identified in Task 1. The NMTP amendment may also include other deliverables produced for this project, such as a requirement and guidelines for non-motorized data collection.

TASK 3. Updated Points of Interest Shapefile

Using SANBAG's existing shapefile as the starting point, the CONSULTANT will prepare an updated PIPP shapefile based on all points of interest identified throughout the project. The file will be compatible with the SANBAG web application and accompanied by complete metadata on component sources and attribute definitions.

TASK 4. Non-Motorized Traffic Counts Shapefile

The collected data will be processed to comply with the fields and attributes of the SCAG Clearinghouse. The new data will be compared to any existing bicycle and/or pedestrian data and in the case of significant variation a new count may be performed and/or external factors (weather or events) researched. The final dataset will be provided in tabular and shapefile formats for the count locations and volume data.

TASK 5. Amended NMTP GIS Shapefile

The finalized list of un-ranked PIPP projects will be provided in a tabular form and GIS shapefile, including the main attributes from the project sheets:

- Plan Status (existing plan project and status or newly identified plan)
- Location (centroid of the proposed project)
- Corridor extents (from and to for each segment included in the plan)
- High and low cost estimate
- A brief project description limited to 120 characters (as per the ATP)

Minute Action

AGENDA ITEM: 13

Date: August 12, 2015

Subject:

Cooperative Agreement No. 16-1001343: San Bernardino Associated Governments and the Rim of the World Recreation and Park District for the Districtwide Active Transportation Plan

Recommendation:

That the General Policy Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A Approve Cooperative Agreement 16-1001343 with the Rim of the World Recreation and Park District for the development of the Districtwide Active Transportation Plan in an amount not-to-exceed \$284,250 with SANBAG project management costs not-to-exceed \$28,000.

B. Approve a Fiscal Year 2015/2016 budget amendment to increase Task No. 0404, Subregional Planning by \$284,250 to be funded with \$284,250 from Caltrans Active Transportation Program (ATP) funds (state portion).

Background:

The Rim of the World Recreation and Park District (District) received a Cycle One California Active Transportation Program (ATP) grant from Caltrans in the amount of \$284,250 to develop a districtwide Active Transportation Plan. However, the District was unable to obtain a Caltrans Master Agreement and needed assistance in managing the project from an agency with an existing Caltrans Master Agreement. The District began the process of applying for a Local Agency Code and the Master Agreement with Caltrans immediately after the notice of the project award in December of 2014. In April of 2015, the District received a letter from the State Controller's Office regarding the Pre-Award Audit completed on the District. The findings concluded that the District's financial management system is adequate to accumulate and segregate reasonable, allowable and allocable project costs and has procurement policies and procedures in compliance with 49 CFR, Part 18. However, for the purposes of properly managing federal and state funded projects, the District lacks adequate segregation of duties.

Then in June 2015, rather than forfeiting the grant, the District applied for an extension of the grant to pursue a partnership with both the County of San Bernardino (County) and SANBAG. SANBAG then received a request from the County to take the project lead in the development of the District's active transportation project. SANBAG staff believes that the project management assistance for the District is consistent with the agency's core mission and thus agreed to move the item forward for General Policy Committee and Board consideration. With the approval of this Cooperative Agreement, SANBAG will receive the necessary project information from the District and move forward with the procurement of consultant services.

Entity: CTC

General Policy Committee Agenda Item

August 12, 2015

Page 2

The purpose of the Rim of the World Active Transportation Plan is to develop transportation plans through a process of outreach and community input to identify active transportation improvements within and between rural villages and to plan for safe routes to school and to transit stops. The plan will eventually serve as the master plan for where and how future active transportation projects may be funded and implemented around the district's service areas. Local public agencies, Caltrans, and private organizations and individuals from the communities will be consulted regarding route selection and its facility implementation particularly around the Rim of the World Unified School District, San Bernardino National Forest, Snow Valley Resort, Rim Nordic, Mountain Area Regional Transit Authority (MARTA) and San Bernardino Mountains Land Trust areas.

The overall scope and the final deliverables will include documents with a master plan of the pedestrian, bicycle, and equestrian facilities with a list of prioritized projects based on financing, safety, ease of implementation, and community input. If the County adopts the final document consisting of the existing, proposed, and priority bicycle and pedestrian routes, the proposed elements will be incorporated in SANBAG's Non-Motorized Transportation Plan to be consistent with a regional plan. Consistency with a regional plan is often a requirement for future funding in active transportation projects.

SANBAG will serve as the lead to help manage the project and allow funding be implemented appropriately as deemed by Caltrans. The total of the grant originally awarded to the District is \$284,250 and once this agreement is executed, the California Transportation Commission will transfer the award to SANBAG. Out of the total grant funding, the estimated costs from SANBAG will not exceed \$28,000.

Financial Impact:

A future consultant contract will be administered by SANBAG with reimbursements from the Caltrans Active Transportation Program for consultant and SANBAG project management costs of up to \$284,250. Approval of this item will increase the SANBAG Fiscal Year 2015/2016 budget, Task No. 0404 Subregional Planning by \$284,250, to be funded with Caltrans Active Transportation Program (ATP) funds (state portion).

Reviewed By:

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

Responsible Staff:

Josh Lee, Transportation Planning Analyst

Approved
General Policy Committee
Date: August 12, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001343 Amendment No.: 0 Vendor No.: _____
 Vendor/Customer Name: Rim of the World Recreation and Park District Sole Source? Yes No
 Description: Districtwide Active Transportation Plan
 Start Date: 09/02/2015 Expiration Date: 06/30/2018 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: N/A

Dollar Amount			
Original Contract	\$ -	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ -	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ -

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 09/02/2015
 Board of Directors Action: Approve Cooperative Agreement

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: % Maximum Retention: \$ -
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Josh Lee

Attachment: SANBAG Contract Summary Sheet1 [Revision 1] (1746 : Rim of the World Cooperative Agreement)

COOPERATIVE AGREEMENT NO. C16-1001343**BETWEEN****SAN BERNARDINO ASSOCIATED GOVERNMENTS****AND****THE RIM OF THE WORLD RECREATION AND PARK DISTRICT****FOR****PLANNING OF THE DISTRICTWIDE ACTIVE TRANSPORTATION PLAN****I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino Associated Governments acting in its capacity as the San Bernardino County Transportation Commission (hereinafter referred to as “SANBAG”) and the Rim of the World Recreation and Park District (DISTRICT), (SANBAG and DISTRICT may be referred to herein as a “Party” and collectively “Parties”).
- B. THIS AGREEMENT shall terminate upon completion of SANBAG’s management of the development of the plan or June 30, 2018 whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

- A. WHEREAS, DISTRICT has received an Active Transportation Program (ATP) grant from CALTRANS in the amount of \$284,250.00 (“GRANT”) to develop an Active Transportation Plan for the District (“PROJECT”) as described in the description of the work which is included in the grant application that is attached hereto as ATTACHMENT “B” (“Scope of Work”); and
- B. WHEREAS, SANBAG agrees to provide project management for the development and procurement processes related to the PROJECT in accordance with the Scope of Work; and
- C. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the management of the PROJECT; and
- D. WHEREAS, the DISTRICT has requested SANBAG to complete the development of the PROJECT, including project management, outreach, constraint analysis, SANBAG’s NonMotorized Transportation Plan Amendments, and procurement; and
- E. WHEREAS, the DISTRICT is the PROJECT owner, this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership of the existing and future projects from current owners; and

F. WHEREAS the DISTRICT is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT, if CEQA documentation is required.

NOW, THEREFORE, the Parties agree to the following:

III. **SANBAG RESPONSIBILITIES:**

SANBAG agrees:

- A. To undertake PROJECT management, planning, analysis, and procurement work in connection with the PROJECT and to diligently undertake and complete, the tasks documented in the Scope of Work, including the selection and retention of consultants and contractors. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of SANBAG's Director of Planning, or his designee, with input and consultation from the DISTRICT.
- B. The sole funding for the Project is the Grant and all work in connection with the PROJECT must be completed for an amount not to exceed \$284,250, including all fees and costs of SANBAG. All contracts with consultants to carry out the PROJECT will be on a fixed fee basis to perform all work set forth in such contract in order to control costs and no change order or modification of a contract will be approved without the written consent of SANBAG and the District and a source of funding to cover any increase in cost relative to such change order. The fees payable to SANBAG for its work hereunder will not exceed \$28,000, provided, however, that SANBAG will not be obligated to agree to any change in the Project or Scope of Work requested by DISTRICT without agreement on an appropriate increase in such limitation. The DISTRICT will provide the services specified in Part IV of this AGREEMENT at no cost to the PROJECT.
- C. To designate a Project Manager to represent SANBAG through whom all communications between the PARTIES shall be channeled.
- D. To include the DISTRICT in all project development decisions that could impact the DISTRICT.
- E. To make all PROJECT work performed by SANBAG available for review and comment by the DISTRICT, and SANBAG and DISTRICT shall review all comments received for the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT documents.

IV. **DISTRICT RESPONSIBILITIES:**

DISTRICT agrees:

- A. To assign the \$284,250 of the GRANT funds to SANBAG in exchange for the management of the PROJECT by the SANBAG in accordance with the terms of this Agreement.
- B. To designate a responsible staff member or a Designated District Project Manager that will be DISTRICT's representative in scheduling meetings, outreaching to the community, receiving day-to-day communication, and reviewing the project documents.
- C. To develop a project schedule and implementation plan for the PROJECT consistent with the cost constraints of the PROJECT.

- D. To review and comment, at no cost to the PROJECT, on all PROJECT work performed by SANBAG. DISTRICT shall transmit all review comments to SANBAG within 20 working days after the submittal is received by the DISTRICT. If comments are not provided by the 20th working day, SANBAG will deem the submittals approved by DISTRICT and shall notify the DISTRICT of its intention to move forward with PROJECT. The DISTRICT agrees the submittals may be in the form of plans, notes, estimates, analysis, reports, studies, environmental documents or other PROJECT related submittals requiring DISTRICT review and comment. DISTRICT shall review all comments received by the PROJECT and together with SANBAG decide which comments shall be incorporated into the PROJECT documents.
- E. To prepare DISTRICT staff reports for Board or Council consideration and SANBAG agrees to provide supporting documentation for the staff reports.
- F. DISTRICT agrees to exempt SANBAG from any DISTRICT fees for the PROJECT reviews.
- G. DISTRICT agrees to provide at no cost to the PROJECT access to DISTRICT personnel with local knowledge and expertise related to the development of the project, and staffing necessary for community forums and meetings.
- H. DISTRICT agrees to provide SANBAG with a proposed project schedule for the PROJECT, which shall be subject to SANBAG's review and approval.
- I. DISTRICT agrees to be the lead in Project Identification and discuss related communications and meetings on PROJECT progress to the SANBAG with copies of meeting minutes and action items.
- J. DISTRICT agrees to be the California Environmental Quality Act (CEQA) Lead Agency pertaining to the PROJECT.
- V. MUTUAL RESPONSIBILITIES:
- A. DISTRICT agrees SANBAG is completing project management, development of the plan, procurement and oversight of the consultant to complete the PROJECT. Estimated costs from SANBAG to complete these tasks shall not exceed \$28,000. SANBAG will complete these tasks using SANBAG staff or contracted services.
- B. DISTRICT and SANBAG agree the cost estimate is an "estimate" and is subject to change. PARTIES agree that there is a potential for cost increases or decreases and that any increases shall be determined through mutual agreement in an amendment to this contract.
- C. Neither DISTRICT nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless DISTRICT its officers, directors, employees or agents 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 SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this AGREEMENT.

- D. Neither SANBAG nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, DISTRICT shall fully defend, indemnify and save harmless SANBAG its officers, directors, members, employees or agents 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 DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this AGREEMENT.
- E. This Agreement shall continue in full force and effect through completion and closeout of the PROJECT or on June 30, 2018, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. DISTRICT is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- G. SANBAG is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All PARTIES agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
- J. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of five (5) years from the later of; (a) the date on which this AGREEMENT terminates; or (b) the date on which such book or record was created.
- K. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the

remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.

- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized to be executed by both PARTIES.
- M. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs C and D of this Section.
- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one agreement.
- O. Any notice required or authorized to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.
- a. If to DISTRICT:
 - Rim of the World Recreation and Park District
 - 26577 State Highway 18,
 - Rimforest, CA 92378
 - Attention: Karen Reams
 - Executive Director
 - b. If to SANBAG:
 - San Bernardino County Transportation Commission
 - 1170 West 3rd Street, 2nd Floor
 - San Bernardino, CA 92410
 - Attention: Josh Lee
 - Senior Planner
- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
- R. Attachment A is attached to and incorporated into this AGREEMENT. It is understood that DISTRICT shall propose a funding table and written schedule for the PROJECT and submit it to SANBAG for review and approval. When the Parties have mutually agreed upon a schedule, it shall be signed by both parties, shall become part of this AGREEMENT and shall replace Attachment A.

SIGNATURES ON THE FOLLOWING PAGE:

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 16-1001343
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
AND
RIM OF THE WORLD RECREATION AND PARK DISTRICT**

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

**RIM OF THE WORLD
RECREATION AND PARK
DISTRICT**

By: _____
Ryan McEachron
Board President

By: _____
Karen Reams
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Robert D. Herrick
Asst. General Counsel

By: _____
Attorney

**ATTACHMENT A
PROJECT FUNDING TABLE AND SCHEDULE**

Fund	Amount	
Active Transportation Program (ATP) – Federal Grant Funds	\$284,250	
DISTRICT	District Incurred Costs	

DRAFT

ATTACHMENT B

Scope of Work

Rim of the World Active Transportation Plan

Project Description: The Rim of the World Active Transportation Plan's (ROWATP) purpose is to develop transportation plans to create public awareness, outreach and community input to improve active transportation improvements within and between rural villages and to plan for safe routes to school and/or bus stops. The need for this plan is due to safety and health concerns, plus the need to reduce air pollution and greenhouse gas emissions. The scope of work is to produce a master plan of educational opportunities, pedestrian, bicycle, and equestrian paths and facilities with a list of prioritized projects. Local public agencies and private organizations will be consulted regarding route selection; most particularly CALTRANS, the Rim of the World Unified School District, San Bernardino National Forest, County of San Bernardino, SANBAG, chambers of commerce, Snow Valley Resort, Rim Nordic, MARTA and San Bernardino Mountains Land Trust.

OVERALL SCOPE PRODUCTS/OBJECTIVES

The overall scope is to produce a master plan of pedestrian, bicycle, and equestrian facilities with a list of prioritized projects; budget, financing and maintenance plan; and a public information outreach strategy. Specific objectives for the project and resulting plan include:

- Achieve/exceed goals for public participation
- Provide information exchange opportunities for the public
- Bicycle Transportation Account eligible projects to add & improve bicycle lanes
- Project list to add & improve pedestrian and equestrian facilities; including but not limited to: sidewalks, pathways, trails, signage and parking with a focus on separating usage wherever possible.
- Complete Street designs to expand transportation system, increase modal choices, & protect natural resources. Expand the use of Mountain Transit facilities and equipment.
- Traffic calming project list to increase pedestrian & bicycle safety; e.g. strategic crosswalk signalization and signage.
- Economic development strategies promoting jobs, training and business opportunities that capitalizes on non-motorized facilities; including but not limited to eco-tourism.
- A map identifying proposed projects, land acquisition (including conservation easements and rights-of-way), public improvements and services (including transportation, police and fire management & maintenance)

Scope of Work & Project Deliverables

The following provides details of the scope of services required under this contract. Respondents to this RFP should build on this general description by proposing a scope of work with specific subtasks as deemed appropriate. Some tasks may require additional information from respondents as called out under the description of each task.

Additional tasks and work elements may be added or deleted during contract negotiations. Upon conclusion of the negotiation process, the selected consultant will be required to prepare a final work plan, schedule, and budget for inclusion into a final contract.

SANBAG seeks a qualified consultant to develop a Rim of the World Active Transportation Pedestrian, Bicycle, and Equestrian Master Plan.

A. Project Management

The consultant will submit written monthly progress reports with invoices and will participate in Bi-weekly conference calls with the project manager. District staff will regularly brief SANBAG and will include the Trails Ad-Hoc Committee. Progress reports will document specific accomplishments of each task, identify percent completion by task, difficulties encountered, and recommended adjustments to the project schedule. The consultant will maintain all electronic and hard copy files pertaining to the project and will provide District Staff with an electronic version of all reports, technical memos, and backup data prior to completion of the project. Two versions of all deliverables will be provided, the first for District Staff team review and comment, and the second for stakeholder review and comment.

Within one week of the Notice to Proceed, the project manager and appropriate technical staff will attend a kick-off meeting with District Staff to review the schedule and communication protocols. A final schedule and communication protocols will be established and agreed upon at the kick-off meeting.

Deliverable Documentation

- Finalize the schedule
- Discuss communication preferences
- One kickoff meeting including meeting agenda and meeting notes
- Bi-weekly conference call with District Staff and SANBAG for the term of the contract
- Written monthly progress reports for the term of the contract
- Electronic and hard copy files of the project maintained for the term of the contract
- Provide District Staff with an electronic version of all reports, technical memos, and backup data prior to completion of the project

Deadline:

Ongoing from September 2015 – June 2018

B. Community-Based Assessment of Pedestrian, Bicycle, and Equestrian Facilities

Social, environmental and safety analysis:

- Stakeholder Advisory Committee existing facilities tour: Tour to familiarize stakeholders with existing facilities.
- Data collection and base mapping: Apply applicable Smart Mobility Framework performance metrics and map existing facilities and environmental constraints.
- Community field activities; walking [Walk to School Day], biking [Bike to School Day], and horseback riding): Stakeholder Advisory Committee led tours to increase awareness and solicit community input
- Community Survey: Web and paper survey to collect and rank public opinion. This survey will include businesses, visitors and weekenders
- Opportunities and constraints mapping: Develop conceptual plan identifying multi-modal, pedestrian, bicycle, and equestrian opportunities and environmental, legal, political and physical constraints.
- “Walking and Biking Safely” art contest: Provide public input into design and planning of an active transportation plan. Create contest guide. Judge artwork
- Project website: Provide website developer to maintain project website to enhance public involvement and communication. Utilize Facebook and Twitter

Deliverable Documentation

- Social, environmental and safety analysis: Social, environmental and safety report. Public participation targets
- Existing facilities tour map. Participant notes - Photos
- Data collection and base map existing facilities and constraints map. Performance measure matrix
- Community field activities: Public announcement - Participant lists – Maps - Leader notes – Photo
- Community survey: Survey tool and results
- Opportunities and Constraints mapping: Opportunities and constraints map - Photo summary of precedents
- Art contest: Public notices. Guidebook. Artwork
- Project website: Website - Number of hits – Inquiries - Facebook Page & Twitter

C. Data Analysis

Completion of these tasks is a major milestone prior to the beginning of Master Plan Development and will serve as a major source of content.

- Access to Transit Opportunities: Review existing Mountain Area Regional Transportation Authority (Mountain Transit) ridership and potential for non-motorized

- improvements to increase ridership. Identify intermodal connection opportunities; e.g. parking, trailheads.
- Traffic analysis: Review motorized traffic problems that affect non-motorized users, most particularly all schools within project area. Review accident trends. Identify opportunities for traffic calming measures and complete street design. Coordinate with SANBAG Safe Routes to School Plan.
 - Land use analysis: Analyze existing land use patterns, the Rim of the World Community Plan and County General Plans, and Specific Plans to identify location opportunities. Coordinate with County of San Bernardino Land Use.
 - Access to Destinations: Analyze existing economic trends and plans to integrate recreational pathways into economic development strategies, focusing on major attractions, including but not limited to:
 - ✓ All Rim of the World Unified School District (ROWUSD) schools
 - ✓ Crestline, Twin Peaks and Running Springs senior/community centers
 - ✓ Villages of Crestline (including Valley of Enchantment/school/trails/stables, Cedarpines Park),
 - ✓ Lake Arrowhead (including Twin Peaks/Harich Field/Twin Peaks senior/community center, senior housing/Grandview Elementary;
 - ✓ Blue Jay; Rim Forest/Strawberry Peak and trail;
 - ✓ Rim of the World High School; Mary Putnam Henck Middle School; Lake Arrowhead Elementary;
 - ✓ Sky Forest; Deer Lodge Park; and Cedar Glen/PCT, and Running Springs including Arrowbear Lake, Park, trail;
 - ✓ Deerlick/Caltrans yard, Green Valley Lake/trails/x-country ski, Deep Creek parcel/trail, Hoffman Elementary, Hootman Senior/Community center, Brulte/Caplinger Fields;
 - ✓ Lake Gregory County Regional Park/trail
 - ✓ Lake Silverwood State Park trail system/connection to Pacific Crest Trail (PCT)
 - ✓ ROWRPD/ San Bernardino Mountains Land Trust Arrowhead Ridge trail
 - ✓ San Bernardino National Forest (including Heaps Peak Arboretum trail, PCT, Children’s Forest/Children’s Forest Trail, Snow Valley/Rim Nordic trails, Dogwood campground/trail)
 - ✓ Connecting and coordinating with City of Big Bear Lake “Get There Big Bear” pedestrian, bicycle and equestrian plan.

Deliverable Documentation

- Transit Analysis: Report on ridership and intermodal connections
- Traffic Analysis: Report on traffic and pedestrian/bicycle accidents
- Land Use Analysis: Report on land use (focus on mixed/high density uses and strategically connecting parcels)
- Economic Analysis: Report on recreation-based economic development

D. Pedestrian, Bicycle and Equestrian Master Plan Development

- Public Workshop 1: Strengths, weaknesses, opportunities and constraints analysis: Conduct safety survey. Contrast with community survey. Present existing conditions and opportunities. Host work stations for community brainstorming and input.
- Stakeholder Advisory Committee and Consultant report & discuss the public workshop 1: Present results of workshop and collect feedback from ROWRPD, Caltrans, U.S. Forest Service and County officials.
- Complete Streets Workshop: Conduct design team meeting to identify suitable traffic calming and complete streets strategies. Complete Streets are for everyone. They are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities.
- Preparation of Draft Master Plan: Draft master plan based on community input
- Public Workshop 2: Master Plan Concept Confirmation: Present draft master plan concept - Conduct workshop to gather feedback
- Consultant & Stakeholder Advisory Committee report & discuss feedback on workshop. Report on workshop results and collect feedback from ROWRPD and County officials
- Revision of Draft Master Plan: Review draft master plan based on input
- Public Workshop 3: Presentation of Revised Master Plan: Present revised master plan and receive final community input
- Consultant and Stakeholder Advisory Committee report on Revised Master Plan: Report on workshop results and collect final input from ROWRPD and County officials
- Preparation of Final Master Plan: Make final revisions to the master plan
- Acceptance of Final Master Plan by the District Board and preparation for incorporation into San Bernardino County General Plan and SANBAG Non-Motorized Transportation Plan.

Deliverable Documentation

- Public Workshop 1 & ROWRPD Public notices.
- Survey results. Public comments. Meeting notes and minutes.
- Complete Streets Workshop/Design Team Meeting Notices. Handouts. Meeting notes. Photos, Designs. Suitable traffic calming and complete street designs.
- Draft Master Plan: Draft conceptual plan including: existing conditions, a non-motorized master plan with inter-modal connections, design guidelines, and an implementation plan (including budget, financing and maintenance).
- Public Workshop 2 & ROWRPD
Meeting: Public notices, Photos, Public comments, Meeting notes and minutes.
- Revised Draft Master Plan: Revised Draft Master Plan
- Public Workshop 3 & ROWRPD
Meeting: Public notices. Photos, Public comments, Meeting notes and minutes.
- Final Master Plan: Final Master Plan Stakeholder Advisory Committee and ROWRPD
Acceptance: Meeting notes - Minutes

E. Project Administration & Management

- Project Administration: Monthly progress reports and weekly communications with consultant and project manager (written or oral reports). Monthly invoices to Caltrans project manager.
- Weekly staff coordination: Meetings with staff to review task milestones accomplished and deliverables.
- Stakeholder advisory committee monthly meetings: Progress reports and coordination of stakeholder participation activities.
- Quarterly Reports: ROWRPD staff will submit quarterly reports to Caltrans District staff. Reports will include a summary of project progress and expenditures.

Deliverable Documentation

- Project Administration: Monthly progress reports and invoices
- Monthly consultant and staff coordination: Meeting agendas and minutes
- Stakeholder advisory committee meetings: Meeting agendas and minutes
- Quarterly Reports: Quarterly progress reports and invoices

DRAFT

Minute Action

AGENDA ITEM: 14

Date: August 12, 2015

Subject:

Agreements with Southern California Edison (SCE) and Southern California Gas Company (SoCalGas) for implementing the San Bernardino Regional Energy Leadership Partnership

Recommendation:

That the General Policy Committee recommend the Board, acting as the Council of Governments (COG), approve:

- A) Agreements C15-1001306 with SCE and C15-1001307 with SoCalGas for implementing the San Bernardino Regional Energy Leadership Partnership with 15 partner cities in San Bernardino County, with all approved costs and labor associated with these partnerships reimbursable by both utilities, in substantially the forms attached.
- B) A budget fund swap to the SANBAG Fiscal Year 2015/2016 Budget to reclassify \$217,000 from Property Assessed Clean Energy Fund to Local Projects Fund in Task No. 0111, Energy Conservation.

Background:

In 2008, the California Public Utilities Commission (CPUC) adopted the state's first Long Term Energy Efficiency Strategic Plan, creating a framework to address the need for long-term energy efficiency goals and savings throughout the state. Within the strategic plan, the Local Government Partnership (LGP) program was developed for implementing energy efficiency programs across government entities. The LGP program managed by Investor Owned Utilities (IOUs) and supported by California utility ratepayers sets the goal for local governments to lead by example and to identify energy efficiency projects within their facilities and community. The three main objectives of a LGP is to 1) Retrofit local government facilities; 2) Promote energy efficiency programs in the community; and 3) Support energy efficiency goals and activities that are included in the strategic plan. Since implementation of the LGP program, approximately 54 active LGPs delivered energy savings across 62 counties and 362 cities throughout the state.

In partnership with SCE and SoCalGas, SANBAG will implement the San Bernardino Regional Energy Leadership Partnership (ELP), with the cities of Big Bear Lake, Chino, Chino Hills, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Rialto, Twentynine Palms, Upland, Yucaipa, and the Town of Yucca Valley. Not included in the San Bernardino ELP are the cities of Adelanto, Apple Valley, Barstow, Hesperia, Redlands, Victorville and the County of San Bernardino, all of whom are currently operating under another LGP. In addition, the cities of Colton and Needles supply their own utilities and will not participate. Requests from cities operating under another LGP, to transfer to the San Bernardino ELP will be considered by the CPUC, IOUs, and the current LGP implementer.

Entity: COG

To become a partner city in the San Bernardino ELP, each city will be required to pass a resolution between SCE, SoCalGas, and SANBAG, declaring support for the San Bernardino ELP, its goals, and commit to identifying energy efficiency solutions within their facilities and community. As part of the resolution, cities will identify an “Energy Champion” who will work in collaboration with SANBAG, SCE, and SoCalGas to identify and execute energy efficiency goals and participate in informational workshops.

Similar partnerships have been implemented by neighboring COGs including Western Riverside, Coachella Valley, San Gabriel, and South Bay, all of which have achieved abundant energy savings amongst their participating cities with additional benefits to their communities.

Primary objectives for the San Bernardino ELP include:

- Short- and Long-term energy savings and demand reduction for partner cities and towns, and the communities they serve, as well as a reduction of greenhouse gas emissions.
- Enabling jurisdictions to leverage their local infrastructure to “spread the word” about energy efficiency and deepen the reach of statewide and local energy efficiency programs and services.
- Create an energy efficiency ethic as a result of delivering energy information to the communities, training and education for local government facility managers, energy managers and other staff in use of best practices methodology for identifying and implementing energy efficiency opportunities in their facilities.
- Promote energy efficiency through identifying energy saving opportunities and leveraging available resources to install cost-effective energy-saving technologies.
- Coordinate community outreach and training efforts to educate consumers and promote programs.
- Identify/offer financial packages that bundle practical utility incentives with monetary incentives aimed at improving the participation of residents, businesses and local government agencies.

Implementation of energy efficiency projects and the energy savings achieved through the San Bernardino ELP will be supported by ratepayer funding administered by the IOUs. The San Bernardino ELP will be administered on a three-year cycle, with the current program cycle for years 2013-2015, effective through December 31, 2015. For the current program cycle, SCE has budgeted \$105,000 and SoCalGas has budgeted \$112,000 for a combined total of \$217,000. Upon CPUC’s approval of the new program cycle, an Addendum to these agreements will be issued by SCE and SoCalGas. Costs assumed by SANBAG during implementation, including labor and materials, will be reimbursed by the IOUs on a monthly basis. Qualifying incentives and rebates attained through the San Bernardino ELP will be paid directly by the IOUs.

The following documents are attached:

- a. 15-1001306 SCE Agreement
- b. SCE Program Implementation Plan
- c. SCE Reporting Requirements
- d. 15-1001307 SoCalGas Agreement
- e. SoCalGas Program Implementation Plan
- f. SoCalGas Budget
- g. SoCalGas Labor Rate Schedule
- h. SoCalGas Reporting Requirements

General Policy Committee Agenda Item

August 12, 2015

Page 3

- i. SoCalGas Allowable Costs
- j. San Bernardino Energy Leadership Partnership Member Resolution

Financial Impact:

This item is not consistent with the FY 2015/2016 Budget. A budget swap has been requested in the recommendations.

Reviewed By:

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

Responsible Staff:

Duane Baker, Director of Management Services

Approved
General Policy Committee
Date: August 12, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001306 Amendment No.: _____ Vendor No.: 01973
 Vendor/Customer Name: Southern California Edison Sole Source? Yes No
 Description: San Bernardino Regional Energy Leadership Partnership
 Start Date: 07/01/2015 Expiration Date: 12/31/2015 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 15-1001307

Dollar Amount			
Original Contract	\$ 105,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 105,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 105,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 07/01/2015
 Board of Directors Action: Approve Contract 15-1001306 with SCE

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Nicole Soto

Attachment: 15-1001306 Contract Summary Sheet SCE [Revision 1] (1961 : San Bernardino Regional Energy Leadership Partnership)

**AGREEMENT TO JOINTLY DELIVER THE
SAN BERNARDINO REGIONAL PARTNERSHIP PROGRAM**

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

SOUTHERN CALIFORNIA EDISON COMPANY

Dated: September 2, 2015

This program is funded by California utility ratepayers and administered by Southern California Edison under the auspices of the California Public Utilities Commission.

Attachment: 15-1001306 SCE Agreement [Revision 5] (1961 : San Bernardino Regional Energy Leadership Partnership)

THIS AGREEMENT TO JOINTLY DELIVER THE SAN BERNARDINO REGIONAL PARTNERSHIP PROGRAM (the “Agreement”) is by and between SOUTHERN CALIFORNIA EDISON COMPANY (“SCE”) and SAN BERNARDINO ASSOCIATED GOVERNMENTS (“BUNDLER”), which Agreement shall be effective as of September 2, 2015 (“Effective Date”). SCE and BUNDLER may be referred to herein individually as a “Party” or “Partner” and collectively as the “Parties” or “Partners.” The BUNDLER may be referred to herein as the “Partnership.”

WHEREAS, on July 21, 2008 (and as amended on March 2, 2009), SCE submitted its 2009-2011 Application for Approval of its Proposed Energy Efficiency Program Plans and Public Goods Charge and Procurement Funding Requests to the California Public Utilities Commission (the “Commission”), which application included the Energy Leader Partnership Program (“Program”) in which SCE will partner, directly or indirectly, with cities, counties, and other local government organizations that have a vision for energy efficiency sustainability and a desire to provide energy efficiency leadership to their communities;

WHEREAS, at SCE’s request, the Commission extended the Program for the 2010-2012 Program cycle, and again for the 2013-2014 Program cycle. On October 24, 2014 in Decision 14-10-046, the Commission extended the Program for the current 2015 Program year;

WHEREAS SCE, BUNDLER and each of the Member Cities (as hereinafter defined) have expressed a commitment to participate jointly in the Program through the Partnership;

WHEREAS, SCE and BUNDLER desire to jointly coordinate and implement the Program through the Member Cities;

WHEREAS, the Parties desire to enter into an agreement that supersedes any and all previous agreements, and sets forth the terms and conditions under which the Program shall be implemented with respect to the Parties; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 DEFINITIONS:

All terms used in the singular will be deemed to include the plural, and vice versa. The words “herein,” “hereto,” and “hereunder” and words of similar import refer to this Agreement as a whole, including all exhibits or other attachments to this Agreement, as the same may from time to time be amended or supplemented, and not to any particular subdivision contained in this Agreement, except as the context clearly requires otherwise. “Includes” or “including” when used herein is not intended to be exclusive, or to limit the generality of the preceding words, and means “including without limitation.” The word “or” is not exclusive.

- 1.1. Agreement: This document and all exhibits attached hereto, and as amended from time to time.
- 1.2. Authorized Partnership Budget: The Commission approved maximum budget for funding the performance by both Parties of the Program, as set forth in the Program Implementation Plan attached hereto as Exhibit C.
- 1.3. Authorized Work: The work authorized by the Commission for the Program as set forth in this Agreement and as more fully described in the Program Implementation Plan attached hereto as Exhibit C, and as agreed between the Parties to be performed.
- 1.4. Business Day: The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.
- 1.5. Calendar Day: The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Agreement are Calendar Days.
- 1.6. Contractor: An entity contracting directly or indirectly with a Party, or any subcontractor thereof subcontracting with such Contractor, to furnish services or materials as part of or directly related to such Party's Authorized Work obligations.
- 1.7. Customers or Eligible Customers: Those customers eligible for Program services, which are SCE customers located within the jurisdiction of a Member City, and may include the Member City itself.
- 1.8. EM&V: Evaluation, Measurement and Verification of the Program pursuant to Commission requirements.
- 1.9. Energy Efficiency Measure (or Measure): (1) Specific customer actions which reduce or otherwise modify energy and use patterns. (2) A product whose installation and operation at a customer's premises results in a reduction in the customer's on-site energy use, compared to what would have happened otherwise.
- 1.10. Incentive: Financial support (e.g., rebates, low interest loans, free technical advice) provided to customers as an attempt to motivate the customers to install energy efficient measures or undertake energy efficiency projects.
- 1.11. Member Cities: Those cities that: (i) are located in SCE's service territory; (ii) are either identified as participants in this Program through the Program Implementation Plan or are mutually selected by SCE and BUNDLER to participate in this Program; and (iii) have adopted a Resolution

approving participation in this Program as described in Section 6.2.2 of this Agreement.

1.12. Partner Budget: That portion of the Authorized Partnership Budget, which excludes SCE's costs, and represents the maximum budget and maximum allocation by period for funding the performance of the Program by BUNDLER and as set forth in Exhibit B, subject to amendment by SCE consistent with the terms of this Agreement.

1.13. Program Expenditures: Actual (i.e., no mark-up for profit, administrative or other indirect costs), reasonable expenditures of BUNDLER that are pre-approved, directly identifiable to, and required for the Authorized Work in accordance with Section 10.2.

1.14. PIP or Program Implementation Plan: The implementation plan specific to this Partnership, together with the Energy Leader Partnership Master PIP, which include the anticipated scope of the Program in SCE's service territory, as approved by the Commission and attached hereto as Exhibit C.

1.15. Public Goods Charge (PGC): The funds which make up the Partner Budget and which are collected from electric utility ratepayers pursuant to Section 381 of the California Public Utilities Code for public purposes programs, including energy efficiency programs approved by the Commission.

2. PURPOSE

The Program is funded by California utility ratepayers and is administered by SCE under the auspices of the Commission. The purpose of this Agreement is to set forth the terms and conditions under which the Parties will jointly implement the Program. The work authorized pursuant to this Agreement is not to be performed for profit.

This Agreement is not intended to and does not form any "partnership" within the meaning of the California Uniform Partnership Act of 1994 or otherwise.

3. PROGRAM DESCRIPTION

3.1. Overview. The Energy Leader Partnership Program is designed to provide integrated technical and financial assistance to help local governments effectively lead their communities to increase energy efficiency, reduce greenhouse gas emissions, protect air quality and ensure that their communities are more livable and sustainable. The Program provides a performance-based opportunity for Member Cities to demonstrate energy efficiency leadership in their communities through energy saving actions, including retrofitting municipal facilities as well as providing opportunities for constituents to take action in their homes and businesses. By implementing measures in their own facilities, Member Cities will lead by example as they work with BUNDLER and SCE together to increase community awareness of energy efficiency and position each Member City as a leader in energy

management practices. The Program will provide marketing, outreach, education, training and community sweeps to connect the community with opportunities to save energy, money and help the environment. The Partners will leverage the strengths of each other and the Member Cities to help efficiently deliver both energy and demand savings. Delivering sustainable energy savings, promoting energy efficiency lifestyles, and achieving an enduring leadership role for the Member Cities through this Program design is rooted in an effective relationship between the Member Cities, BUNDLER, and SCE.

3.2. Energy Leader Partnership Level. The Program offers Member Cities a tiered Incentive structure through achievement of four separate levels of participation: “Valued Partner,” “Silver,” “Gold” and “Platinum.” Each Member City will enter the Program at the level indicated on Exhibit A hereto, which has been determined by their past participation in SCE energy efficiency and demand response programs both at the city/local government level and at the community level. Exhibit A further explains each level and the requirements for moving to the next Energy Leader Partnership level. SCE will track the Member City’s performance under this Agreement against the goals and objectives set forth herein, and will notify BUNDLER when such Member City has achieved the next incentive level.

4. AUTHORIZED WORK

4.1. Scope. The work authorized by the Commission is set forth broadly in the PIP (Exhibit C) and shall be performed pursuant to the terms of this Agreement. The Parties shall collaborate and mutually agree upon specific Program implementation consistent with the PIP, and the Parties shall document such details in a “Planning Document” which is intended to evolve throughout the term of the Program.

4.2. Objectives. The Program is designed to meet the specific goals and milestones set forth in Exhibit B of this Agreement, while implementing the Program strategies and meeting the general objectives and goals set forth in the PIP, attached hereto as Exhibit C.

5. **LIMITATION ON SERVICE TERRITORY** – The Parties agree that Authorized Work shall only be performed in SCE’s service territory, with energy savings and demand reduction claims applicable solely to SCE’s utility system. No Authorized Work shall be performed for any customers that receive electricity from a municipal utility corporation or other electricity service provider or that do not directly receive electricity service from SCE. Nothing in this Section 5 is intended to preclude Program coordination with other investor-owned utilities as described in the PIP.

6. OBLIGATIONS OF THE PARTIES

6.1. Obligations of SCE and BUNDLER

- 6.1.1. Each Party will be responsible for the overall progress of its Authorized Work, to ensure that the Program remains on target (including but not limited to achieving the Program’s specific energy savings and demand reduction goals as set forth in Exhibit B).
 - 6.1.2. The Parties shall jointly coordinate and prepare all Program-related documents, including all required reporting pursuant to Section 9, and any such other reporting as may be reasonably requested by SCE.
 - 6.1.3. To the extent practicable and with coordination by SCE, the Parties shall use the Program as a portal for all energy program offerings of SCE, including but not limited to programs targeting low-income customers, demand response, self-generation, solar, and other programs as described in the PIP, and in furtherance of the statewide Energy Efficiency Strategic Plan adopted by the Commission and investor-owned utilities. This coordinated effort supports the goal to enhance consistency in rebates and other Program details, minimize duplicative administrative costs, and enhance the possibility that programs can be marketed together to avoid duplicative marketing expenditures.
 - 6.1.4. Consistent with those contained in Section 4.2, SCE and BUNDLER may work together to identify, develop, and accomplish additional mutually agreeable goals in accordance with Section 7.
- 6.2. Obligations of BUNDLER.
- 6.2.1. BUNDLER will appoint a Partnership representative (“BUNDLER Energy Efficiency Representative”) who will be the primary contact between SCE and BUNDLER, and who will be authorized to act on behalf of BUNDLER in carrying out its obligations under this Agreement. Such appointment shall be communicated in writing to SCE within 10 Business Days following execution of this Agreement.
 - 6.2.2. As soon as practicable, BUNDLER shall secure from each prospective Member City a duly authorized and adopted Resolution supporting and endorsing the Program, approving such Member City as a Program participant and authorizing BUNDLER to act on its behalf as necessary to further the Partnership’s goals and objectives. Each such Resolution shall commit the Member City to participation in the Program and shall designate an “Energy Champion” who will be the Member City’s primary contact for both BUNDLER and SCE, and who will be authorized to act on behalf of such Member City in carrying out the Program. BUNDLER shall deliver a copy of each Member City’s Resolution to SCE within five (5) Business Days following BUNDLER’s receipt of the adopted Resolution. This

Resolution shall be required for participation in the Program by a prospective Member City.

- 6.2.3. BUNDLER will manage the day-to-day activities and comprehensive implementation of the Program on behalf of the Parties in accordance with the PIP, including without limitation, the community leadership that is at the core of the Energy Leader Partnership model. This will include intensive interaction with the Member Cities, Program marketing, education, outreach, technical assistance, and assistance with direct implementation. This includes notifying Customers of the availability of Program services and enrolling Customers in the Program.
- 6.2.4. BUNDLER, working in cooperation with Member Cities, shall use commercially reasonable efforts to achieve the goals and objectives set forth in Section 4.2 hereof.
- 6.2.5. Through execution of this Agreement, the Partners acknowledge Commission policy recognizing the importance of collaboration between investor-owned utilities and local governments in order to take advantage of the unique and collective strengths that these parties offer in delivering cost-effective energy efficiency services. As a representative for the Member Cities, BUNDLER agrees to work jointly with SCE in both fostering new relationships and strengthening SCE's existing relationships with Member Cities in order to promote sustainable energy savings and fulfill both the short-term and long-term goals and objectives approved by the Commission and described herein. To this end, BUNDLER shall facilitate joint participation with SCE and the Member Cities in meetings, activities and decisions.
- 6.2.6. BUNDLER shall communicate regularly with the SCE Representative, and shall advise SCE immediately of any problems or delays associated with its Authorized Work obligations.
- 6.2.7. BUNDLER shall coordinate the semi-annual Energy Champion Meetings described in Section 7.4 of this Agreement.
- 6.2.8. BUNDLER shall perform its Authorized Work obligations within the Partner Budget and in conformance with the schedule associated with such Authorized Work as set forth in this Agreement, and shall furnish the required labor, equipment and material with the degree of skill, care and professionalism that is required by current professional standards.
- 6.2.9. BUNDLER shall be primarily responsible for coordinating the preparation of all 2015 Program-related documents, including all required reporting of BUNDLER pursuant to Section 9, and any such

other reporting as may be requested by SCE shall obtain the approval of SCE prior to usage of SCE Program documents or other energy efficiency program documents or materials offered by SCE.

- 6.2.10. BUNDLER shall obtain the approval of SCE when developing Program marketing materials and prior to distribution, publication, circulation, or dissemination in any way by BUNDLER or by a Member City to the public. In addition, all advertising, marketing or otherwise printed or reproduced material used to implement, refer to or that is in anyway related to the Program must contain the respective name and logo of SCE and, at a minimum, the following language: *“This Program is funded by California utility ratepayers and administered by Southern California Edison under the auspices of the California Public Utilities Commission.”*
- 6.2.11. BUNDLER shall obtain the approval of SCE prior to the conducting by BUNDLER or by a Member City of any Program public outreach activities (exhibits, displays, public presentations, canvassing, etc.), and any marketing materials used in connection with such outreach activity shall comply with the requirements of Section 6.2.10.
- 6.2.12. Upon reasonable request, BUNDLER shall submit to SCE all contracts, agreements or other requested documents with BUNDLER’s Contractors (including subcontractors) performing work for the Program.
- 6.2.13. BUNDLER shall perform its Authorized Work obligations within the Partner Budget and in conformance with the schedule and goals associated with such Authorized Work as set forth in this Agreement, and shall furnish the required labor, equipment and material with the degree of skill, care and professionalism that is required by current professional standards.
- 6.3. Obligations of SCE.
- 6.3.1. SCE will appoint a Partnership representative (“SCE Energy Efficiency Representative”) who will be the primary contact between SCE and BUNDLER, and who will be authorized to act on behalf of SCE in carrying out SCE’s obligations under this Agreement. Such appointment shall be communicated in writing to BUNDLER within 10 Business Days following execution of this Agreement.
- 6.3.2. SCE will oversee the activities and implementation of the Program, in accordance with this Agreement.
- 6.3.3. SCE will be actively involved in all aspects of the Program. SCE will use its best efforts to add value to the Program by (a) dedicating human resources necessary to assist BUNDLER in implementing the

Program successfully and providing and maintaining a Partnership presence in Member Cities' jurisdictions, (b) providing support for the Program's marketing and outreach activities, and (c) working to enhance communications with BUNDLER to address consumer needs and provide SCE information and services.

- 6.3.4. SCE shall provide, at no cost to BUNDLER, informational and educational materials on SCE's statewide and local energy efficiency core programs.
- 6.3.5. SCE shall work with BUNDLER as requested to help identify cost-effective energy efficient projects in each of the Member City's qualifying municipal facilities within SCE's service territory.
- 6.3.6. SCE shall administer the PGC funds authorized by the Commission for the Program in accordance with this Agreement, and SCE shall reimburse BUNDLER for Program Expenditures in accordance with Section 10 below.
- 6.3.7. SCE shall be responsible for coordinating and ensuring compliance with all reporting and other filing requirements.
- 6.3.8. SCE shall be responsible for tracking performance of BUNDLER in accordance with Section 10.1.2, and for verifying all energy savings and demand reduction claims of BUNDLER, and for monitoring and verifying achievement of the Partner Levels as described in Exhibit A.

6.4. EM&V. Once the Commission has approved and issued an evaluation, measurement and verification ("EM&V") plan for the Program, such EM&V plan shall be attached to this Agreement as Exhibit D and shall be incorporated herein by this reference. Any subsequent changes or modifications to such EM&V plan by the Commission shall be automatically incorporated into Exhibit D. BUNDLER shall provide and comply with all Commission/SCE requests regarding activities related to EM&V. BUNDLER and its Contractors shall cooperate fully with the SCE Energy Efficiency Representative and will provide all requested information, if any, to assure the timely completion of all EM&V Plan tasks requiring BUNDLER's involvement or cooperation.

7. ADMINISTRATION OF PROGRAM

7.1. Decision-making and Approval.

7.1.1. Except as specifically provided in this Agreement, the following actions and tasks require consent of both Parties:

- a. Any material modification to the Authorized Work in connection with the Program.
- b. Any action that materially impacts the agreed-upon schedule for implementing the Program.
- c. Selection of any Contractor not previously approved by SCE.

7.1.2. Unless otherwise specified in this Agreement, the Parties shall document all material Program decisions, including, without limitation, all actions specified in Section 7.1.1 above, in meeting minutes or if taken outside a meeting, through written communication, which shall be maintained in hard copy form on file by the Parties for a period of no less than ten (10) years after the expiration or termination of this Agreement.

7.2. Regular Meetings. During the term of this Agreement, the Partnership representative identified in writing pursuant to Section 6.2.1 and 6.3.1 respectively, along with such members of the Partnership team as the Parties deem necessary or appropriate, shall meet monthly at a location reasonably agreed upon by the Parties. In addition to any other agenda items requested by either Party, the agenda shall include a review the status of BUNDLER's performance against Partner Budget, toward achievement of the goals set forth in Exhibit B, and the Partnership's progress towards meeting overall Partnership goals set forth in Exhibit C. Any decision-making shall be reached and documented in accordance with the requirements of Section 7.1 above.

7.3. Regular Communication. Regular communication among Partnership representatives is critical for the long-term success of the Partnership and achievement of Partnership goals and objectives. Notwithstanding Section 7.2, above, the Partnership representatives identified in writing by each Partner pursuant to Sections 6.2.1 and 6.3.1, respectively, including other Program Participants, shall communicate regularly with each other to review the status of the Program's goals, deliverables, schedules and budgets, and plan for upcoming Program implementation activities, and to advise the other Party of any problems associated with successful implementation of the Program. Any decision-making during this communication process shall be reached and documented in accordance with the requirements of Section 7.1 above.

7.4. Semi-Annual Joint Meetings. In furtherance of the Commission objectives of strengthening relationships between California utilities, local government and consumers, BUNDLER shall coordinate semi-annual

meetings among the Energy Champions for all of the Member Cities to review 2015 Program progress and otherwise seek input from the Member Cities on Program related issues as appropriate and necessary. Meeting minutes shall be recorded, retained by the BUNDLER and provided to SCE upon request. As a Partner, SCE shall be provided notice and opportunity to attend and participate in the Semi-Annual Joint Meetings.

7.5. Communication with Member Cities. SCE will be notified of, and will have the right to participate in any meetings between BUNDLER and one or more Member Cities regarding the Program. Any failure by SCE to attend such meeting(s) shall not waive any future rights of SCE with respect to such meetings. Nothing in this Agreement shall be construed to preclude SCE from working or communicating directly with a Member City at any time.

7.6. Non-Responsibility for Other Party. Notwithstanding anything contained in this Agreement to the contrary, a Party shall not be responsible for the performance or non-performance hereunder of the other Party, nor be obligated to remedy any other Party's defaults or defective performance.

8. DOUBLE DIPPING PROHIBITED

In performing its respective Authorized Work obligations, BUNDLER shall implement the following mechanism and shall take other practicable steps to minimize double-dipping:

8.1. Prior to providing incentives or services to an Eligible Customer, BUNDLER and its Contractors shall obtain a signed form from such Eligible Customer stating that:

- 8.1.1. Such Eligible Customer has not received incentives or services for the same measure from any other SCE program or from another utility, state, or local program; and
- 8.1.2. Such Eligible Customer agrees not to apply for or receive Incentives or services for the same measure from any other SCE program or from another utility, state, or local program.

Each Party shall keep its Customer-signed forms for at least five (5) years after the expiration or termination of this Agreement.

8.2. No Party shall knowingly provide an incentive to an Eligible Customer, or make payment to a Contractor, who is receiving compensation for the same product or service either through another ratepayer funded program, or through any other funding source.

8.3. BUNDLER represents and warrants that it has not received (and that to BUNDLER's actual knowledge its Contractor(s) has not received), and will not apply for or accept Incentives or services for any measure provided for

herein or offered pursuant to this Agreement or the Program from any other SCE program or from any other utility, state or local program.

8.4. The Parties shall take reasonable steps to minimize or avoid the provision of incentives or services for the same measures provided under the Program from another program or other funding source (“double-dipping”).

9. REPORTING

The Parties shall implement those reporting requirements set forth in Exhibit E attached hereto, as the same may be amended from time to time, or until the Commission otherwise requires or issues different or updated reporting requirements for the Program, in which case and at which time such Commission-approved reporting requirements shall replace the requirements set forth in Exhibit E in their entirety.

10. PAYMENTS

10.1. Partner Budget

10.1.1. Maximum Budget: The Partner Budget is set forth in Exhibit B to this Agreement and represents BUNDLER’s maximum share of the Program’s three-year Authorized Partnership Budget. Additionally, Exhibit B sets forth the maximum non-Incentive budget on a periodic basis during the Program. BUNDLER shall not be entitled to compensation in excess of the Partner Budget (either on a periodic basis or in total), without written authorization by SCE and receipt of a revised Exhibit B. Consistent with Commission directives to maximize cost-effectiveness and energy savings, the Partner Budget set forth in Exhibit B may be reallocated or adjusted at any time by SCE in its sole discretion, based upon SCE’s evaluation of BUNDLER’s commitment to, and progress toward achieving the energy savings goals set forth herein.

10.1.2. Tracking: The Partners will track BUNDLER’s performance against the objectives set forth in Section 4.2 hereof, including tracking (or estimating) achievement towards the specific energy savings and demand reduction goals set forth in Exhibit B, and will document & provide such tracking information to BUNDLER on a regular basis, but in no event less than quarterly. The tracking will enable SCE, to (i) properly allocate the Authorized Partnership Budget among all the Energy Leader Partnerships according to their individual performance and achievement of respective goals and objectives, (ii) confirm or amend the Partner Budget, set forth in Exhibit B hereto, based on BUNDLER’s performance of the goals and objectives set forth in this Agreement; and (iii) monitor each Member City’s eligibility to advance to a new Energy Leader Level as described in Section 3.2 hereof.

10.1.3. Partner Budget Adjustment: The Parties acknowledge that this Program is offered in furtherance of the Commission's strategic energy efficiency goals for California and is based on BUNDLER's agreement to help achieve such goals for the Partnership. To this end, in the event that SCE determines, in its sole discretion and through the tracking mechanism set forth in 10.1.2 above, that BUNDLER is not performing in accordance with the goals and objectives set forth in Section 4.2 hereof, then SCE shall have the unilateral right to reduce, eliminate, or otherwise adjust the Partner Budget for the remaining Program year or years (other than for Program Expenditures previously committed by BUNDLER and approved by SCE) by amending Exhibit B and providing the amended Exhibit to BUNDLER. Pursuant to this Section, any such amended Exhibit B shall automatically be incorporated into this Agreement and take effect immediately upon delivery from SCE to BUNDLER.

10.1.4. Partner Budget Categories

- a. Non-Incentive Budget: The Partner Budget is comprised of a non-incentive portion which includes separate categories for Marketing, Education & Outreach, Technical Assistance [and Direct Implementation], all of which are more fully described in the Program Implementation Plan (Exhibit C).
- b. Incentive Budget: As part of the Partner Budget, BUNDLER shall be eligible to receive certain enhanced Partnership Incentives through partnership participation in SCE core programs, as well as additional incentives consistent with BUNDLER's tier level of program participation, including completion of municipal retrofit projects further described in this Agreement and in the Program Implementation Plan. The additional Incentives will be made available as BUNDLER reaches higher Energy Leadership Partnership Levels in accordance with Exhibit A.

10.2. Program Expenditures of BUNDLER. BUNDLER, with SCE's prior approval, shall be entitled to spend PGC funds, within the limits of the Partner Budget, on Program Expenditures. BUNDLER shall not be entitled to reimbursement of Program Expenditures for any item (i) not specifically identifiable to the Program, (ii) not previously approved by SCE, (iii) not expended within the term of this Agreement, or (iv) not otherwise reimbursable under this Agreement.

10.3. Payment to BUNDLER. In order for BUNDLER to be entitled to PGC funds for Program Expenditures:

- 10.3.1. BUNDLER shall submit monthly activity reports to SCE in a format acceptable to SCE and containing such information as may be

required for the reporting requirements set forth in Section 9 above (“Monthly Reports”), by the tenth (10th) Calendar Day of the calendar month following performance, setting forth all Program Expenditures.

10.3.2. BUNDLER shall submit to SCE, together with any Monthly Report (if required), a monthly invoice for reimbursement of reported Program Expenditures, in a format acceptable to SCE, attaching all documentation reasonably necessary to substantiate the Program Expenditures, including, without limitation, the following:

- a. Contractor Costs: Copies of all Contractor invoices. If only a portion of Contractor costs applies to the Program, BUNDLER shall clearly indicate the line items or percentage of the invoice amount that should be applied to the Program as provided in Exhibit E.
- b. Marketing, Education & Outreach: A copy of each distinct marketing material produced, with quantity of a given marketing material produced and the method of distribution.
- c. Other expenditures: As pre-approved by SCE, with sufficient documentation to support the expenditure.
- d. Allowable Costs: Only those costs as listed in the Allowable Cost Table contained in the Reporting Requirements attached as Exhibit E can be submitted for payment. All invoices submitted to SCE must report all costs using the allowable cost elements shown on the Allowable Cost Table.

BUNDLER understands and acknowledges that all of BUNDLER’s invoices for the Program and the Monthly Report shall be submitted to SCE.

10.3.3. SCE reserves the right to reject any BUNDLER invoiced amount for any of the following reasons:

- a. The invoiced amount, when aggregated with previous Program Expenditures, exceeds the amount budgeted therefore in the Partner Budget for such Authorized Work (as set forth in Exhibit B).
- b. There is a reasonable basis for concluding that such invoiced amount is unreasonable or is not directly identifiable to or required for the Authorized Work, and/or the Program.
- c. The invoiced amount, in SCE’s reasonable discretion, contains charges for any item not authorized under this Agreement or

by the Commission, or is deemed untimely, unsubstantiated or lacking proper documentation.

10.3.4. BUNDLER shall maintain for a period of not less than five (5) years all documentation reasonably necessary to substantiate the Program Expenditures, including, without limitation, the documentation set forth in Section 10.3.2 above. BUNDLER shall promptly provide, upon the reasonable request by SCE, any documentation, records or information in connection with the Program or its Authorized Work.

10.3.5. SCE shall review and either approve, dispute or reject for payment reported Program Expenditures within twenty (20) Calendar Days of receipt of the Monthly Report and corresponding invoice. SCE shall pay all undisputed amounts after the ten (10) Calendar Day period described in Section 10.3.1, but within thirty (30) Calendar Days of receiving the Monthly Report and corresponding invoice.

10.4 Payment of Incentives. Payment of Incentives to BUNDLER shall be made in accordance with the applicable SCE program requirements, including terms and conditions, and only after appropriate program documents have been submitted and approved, and the appropriate inspections of each Project have been completed to SCE's satisfaction.

10.5 Shifting Funds. SCE may shift funds within the Authorized Partnership Budget among Program Participants, and/or may shift funds within the Partner Budget among budget categories (Marketing, Education & Outreach, Technical Assistance, Direct Implementation and Incentives), which categories and budget amounts are set forth in Exhibit B. Such shifting may be made by SCE to the maximum extent permitted under, and in accordance with, Commission decisions and rulings to which the Program relates.

10.6 Reasonableness of Expenditures. BUNDLER shall bear the burden of ensuring that its Program Expenditures are objectively reasonable. The Commission has the authority to review all Program Expenditures for reasonableness. Should the Commission, at any time, issue a finding of unreasonableness as to any Program Expenditure and require a refund or return of the PGC funds paid in the reimbursement of such Program Expenditure, then BUNDLER shall be solely liable for such refund or return.

11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

Unless this Agreement is terminated pursuant to Section 25 below, or unless otherwise agreed to by the Parties or so ordered by the Commission, the Parties shall complete all Program Administrative activities (as defined in the PIP) and all reporting requirements by no later than March 31, 2016, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2015.

12. FINAL INVOICES

BUNDLER must submit final invoices to SCE no later than March 31, 2016.

13. INDEMNITY

13.1. Indemnity by BUNDLER. BUNDLER shall indemnify, defend and hold harmless SCE, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) BUNDLER's negligence or willful misconduct in BUNDLER's activities under the Program or performance of its obligations hereunder, or (b) BUNDLER's breach of this Agreement or of any representation or warranty of BUNDLER contained in this Agreement.

13.2. Indemnity by SCE. SCE shall indemnify, defend and hold harmless BUNDLER, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) SCE's negligence or willful misconduct in SCE's activities under the Program or performance of its obligations hereunder or (b) SCE's breach of this Agreement or any representation or warranty of SCE contained in this Agreement.

13.3. LIMITATION OF LIABILITY. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, COST OF REPLACEMENT POWER OR CLAIMS FROM CUSTOMERS, RESULTING FROM A PARTY'S PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE AUTHORIZED WORK OR TERMINATION OF THIS AGREEMENT.

14. OWNERSHIP OF DEVELOPMENTS

The Parties acknowledge and agree that SCE, on behalf of its Customers, shall own all data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") or other written, recorded, photographic or visual materials, or other deliverables produced in the performance of this Agreement; provided, however, that Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. Although BUNDLER shall retain no ownership, interest, or title in the Developments except as may otherwise be provided in this

Agreement, it will have a permanent, royalty free, non-exclusive license to use such Developments.

15. DISPUTE RESOLUTION

15.1. Dispute Resolution. Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this Section 15.

15.2. Negotiation and Mediation. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties' authorized representatives. The disputing Party shall give the other Party written notice of any dispute. Within twenty (20) Calendar Days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) Calendar Days of the first meeting, any Party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both Parties and shall conclude within sixty (60) Calendar Days of its commencement, unless the Parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Parties shall enter into a written agreement for the mediation services with each Party paying a pro rata share of the mediator's fee, if any. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association; provided, however, that no consequential damages shall be awarded in any such proceeding and each Party shall bear its own legal fees and expenses.

15.3. Confidentiality. All negotiations and any mediation conducted pursuant to Section 15.2 shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code shall apply, which Section is incorporated in this Agreement by reference.

15.4. Injunctive Relief. Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

15.5. Continuing Obligation. Each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

15.6. Failure of Mediation. If, after good faith efforts to mediate a dispute under the terms of this Agreement as provided in Section 15.2 above, the Parties cannot agree to a resolution of the dispute, any Party may pursue

whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue as provided in Section 35.

16. REPRESENTATIONS AND WARRANTIES

16.1. Representation of both Parties. Each Party represents and warrants, as of the Effective Date and thereafter during the term of this Agreement, that:

- 16.1.1. The Authorized Work performed by a Party and/or its Contractors shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of federal, state, local and foreign governments, and all agencies thereof.
- 16.1.2. The Authorized Work performed by a Party and/or its Contractors shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any proprietary rights of any person.
- 16.1.3. Each Party shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended, and applicable regulations promulgated thereunder.
- 16.1.4. Each Party shall contractually require each Contractor it hires to perform the Authorized Work to indemnify each other Party to the same extent such Party has indemnified each other Party under the terms and conditions of this Agreement.
- 16.1.5. Each Party shall retain, and shall cause its Contractors to retain, all records and documents pertaining to its Authorized Work obligations for a period of not less than five (5) years beyond the termination or expiration of this Agreement.
- 16.1.6. Each Party shall contractually require all of its Contractors to provide the other Parties reasonable access to relevant records and staff of Contractors concerning the Authorized Work.
- 16.1.7. Each Party will maintain, and may require its Contractors to maintain, the following insurance coverage or self insurance coverage, at all times during the term of this Agreement, with companies having an A.M. Best rating of "A-VII" or better, or equivalent:
 - (i) Workers' Compensation: statutory minimum.
 - (ii) Employer's Liability coverage: \$1 million minimum.
 - (iii) Commercial General Liability: \$2 million minimum per occurrence/\$4 million minimum aggregate.

- (iv) Commercial or Business Auto (if applicable): \$1 million minimum.
- (v) Professional Liability (if applicable): \$1 million minimum.

16.1.8 Each Party shall take all reasonable measures, and shall require its Contractors to take all reasonable measures, to ensure that the Program funds in its possession are used solely for Authorized Work, which measures shall include the highest degree of care that such Party uses to control its own funds, but in no event less than a reasonable degree of care.

17. PROOF OF INSURANCE

17.1. Evidence of Insurance. Upon request at any time during the term of this Agreement, a Party shall provide evidence that its insurance policies (and the insurance policies of any Contractor, as provided in Section 16.1.7) are in full force and effect, and provide the coverage and limits of insurance that the Party has represented and warranted herein to maintain at all times during the term of this Agreement.

17.2. Self-Insurance. If a Party is self-insured, such Party shall upon request forward documentation to the other Party that demonstrates to the other Party's satisfaction that such Party self-insures as a matter of normal business practice before commencing the Authorized Work. Each Party will accept reasonable proof of self-insurance comparable to the above requirements.

17.3. Notice of Claims. Each Party shall immediately report to the other Party, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by such Party or its Contractors or such Party's receipt of notice or knowledge of any claim by a third party of any occurrence that might give rise to such a claim over \$100,000.

18. CUSTOMER CONFIDENTIALITY REQUIREMENTS

18.1. Non-Disclosure. BUNDLER, its employees, agents and Contractors shall not disclose any Confidential Customer Information (defined below) to any third party during the term of this Agreement or after its completion, without BUNDLER having obtained the prior written consent of SCE, except as provided by law, lawful court order or subpoena and provided BUNDLER gives SCE advance written notice of such order or subpoena.

18.2. Confidential Customer Information. "Confidential Customer Information" includes, but is not limited to, an SCE customer's name, address, telephone number, account number and all billing and usage information, as well as any SCE customer's information that is marked "confidential". If BUNDLER is uncertain whether any information should be considered

Confidential Customer Information, BUNDLER shall contact SCE prior to disclosing the customer information. "Confidential Customer Information" does not include any such information that: (1) was known to BUNDLER prior to receiving it from SCE; (2) was lawfully obtained by BUNDLER from a source other than SCE; or (3) is subject to disclosure under the California Public Records Act. Notwithstanding the foregoing, upon receipt of a Public Records Act request for information that would otherwise be Confidential Customer Information, BUNDLER shall provide notice to SCE and provide SCE with three (3) Business Days to provide BUNDLER with an explanation as to why the information is not subject to disclosure pursuant to the Public Records Act. BUNDLER shall consider a claim of exemption and the basis for it in consultation with SCE. SCE acknowledge that the ultimate determination of what is privileged and what is to be released pursuant to the Public Records Act is solely BUNDLER's purview. BUNDLER will notify SCE at least seven (7) business days prior to release or disclosure of any such information to any third party under the Public Records Act.

18.3. Non-Disclosure Agreement. Prior to any approved disclosure of Confidential Customer Information, SCE may require BUNDLER to enter into a nondisclosure agreement.

18.4. Commission Proceedings. This provision does not prohibit BUNDLER from disclosing non-confidential information concerning the Authorized Work to the Commission in any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.

18.5. Return of Confidential Information. Confidential Customer Information (including all copies, backups and abstracts thereof) provided to BUNDLER by SCE, and any and all documents and materials containing such Confidential Customer Information or produced by BUNDLER based on such Confidential Customer Information (including all copies, backups and abstracts thereof), during the performance of this Agreement shall be returned upon written request by SCE.

18.6. Remedies. The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section 18 and the obligations of the Parties are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 18 by BUNDLER, SCE shall be entitled to seek and obtain an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

19. TIME IS OF THE ESSENCE

The Parties hereby acknowledge that time is of the essence in performing their obligations under this Agreement. Failure to comply with milestones and goals stated in this Agreement, including but not limited to those set forth in Exhibit B of this Agreement, may

constitute a material breach of this Agreement, resulting in its termination, payments being withheld, Partner Budgets being reduced or adjusted, funding redirected by SCE to other programs or partners, or other Program modifications as determined by SCE or as directed by the Commission.

20. CUSTOMER COMPLAINT RESOLUTION PROCESS

In the event that there are any Customer complaints related to the Authorized Work or otherwise in connection with this Agreement, BUNDLER shall cooperate with SCE to resolve such complaint(s) in an expedited manner. BUNDLER shall direct any Customer complaint that is not resolved within five (5) Calendar Days of receipt by BUNDLER to SCE.

21. RESTRICTIONS ON MARKETING

21.1. Use of Commission's Name. No Party may use the name of the Commission on marketing materials for the Program without prior written approval from the Commission staff. In order to obtain this written approval, SCE must send a copy of the planned materials to the Commission requesting approval to use the Commission name and/or logo. Notwithstanding the foregoing, the Parties shall disclose their source of funding for the Program by stating prominently on marketing materials that the Program is "funded by California ratepayers under the auspices of the California Public Utilities Commission."

21.2. Use of SCE Name. BUNDLER must receive prior review and written approval from SCE for the use of SCE's name or logo on any marketing or other Program materials. BUNDLER shall allow five (5) Business Days for SCE review and approval. If BUNDLER has not received a response from SCE within the five (5) Business Day period, then it shall be deemed that SCE has disapproved such use.

21.3. Use of BUNDLER's Name. SCE must receive prior review and written approval from BUNDLER for the use of BUNDLER's name or logo on any marketing or other Program materials. SCE shall allow five (5) Business Days for BUNDLER's review and approval. If SCE has not received a response from BUNDLER within the five (5) Business Day period, then it shall be deemed that BUNDLER has disapproved such use.

22. RIGHT TO AUDIT

The Parties agrees that the other Party, and/or the Commission, or their respective designated representatives, shall have the right to review and to copy any records or supporting documentation pertaining to their performance of this Agreement or the Authorized Work, during normal business hours, and to allow reasonable access in order to interview any staff of BUNDLER or SCE who might reasonably have information related

to such records. Further, the Parties agree to include a similar right of the other Party and/or the Commission to audit records and interview staff in any subcontract related to performance of the Authorized Work or this Agreement.

23. STOP WORK PROCEDURES

SCE may suspend the Authorized Work being performed in their service territory for good cause, including, without limitation, concerns relating to program funding, implementation or management of the Program, safety concerns, fraud or excessive customer complaints, by notifying BUNDLER in writing to suspend any Authorized Work being performed in SCE's service territory. Any performance of Authorized Work by BUNDLER in SCE's service territory shall stop immediately, and BUNDLER may resume its Authorized Work only upon receiving written notice from SCE that it may resume its Authorized Work.

24. MODIFICATIONS

Except as otherwise provided in this Agreement, changes to this Agreement shall be only be valid through a written amendment to this Agreement signed by both Parties.

25. TERM AND TERMINATION

25.1. Term. This Agreement shall be effective as of the Effective Date. Subject to Section 37, this Agreement shall continue in effect until June 30, 2016, unless otherwise terminated in accordance with the provisions of Section 25.2 or 30 below.

25.2. Termination for Breach. Any Party may terminate this Agreement in the event of a material breach by the other Party of any of the material terms or conditions of this Agreement, provided such breach is not remedied within sixty (60) days written notice to the breaching Party thereof from the non-breaching Party or otherwise resolved pursuant to the dispute resolution provisions set forth in Section 14 herein.

25.3. Effect of Termination. Any termination by BUNDLER or by SCE shall constitute a termination of this Agreement in its entirety (subject, however, to the survival provisions of Section 37).

25.3.1. Subject to the provisions of this Agreement, BUNDLER shall be entitled to PGC Funds for all Program Expenditures incurred or accrued pursuant to contractual or other legal obligations for Authorized Work up to the effective date of termination of this Agreement, provided that any Monthly Reports or other reports, invoices, documents or information required under this Agreement or by the Commission are submitted in accordance with the terms and conditions of this Agreement. The provisions of this Section 25.3.1

shall be BUNDLER's sole compensation resulting from any termination of this Agreement, except as provided in Section 13.2.

25.3.2. In the event of termination of this Agreement in its entirety, BUNDLER shall stop any Authorized Work in progress and take action as directed by SCE to bring the Authorized Work to an orderly conclusion, and the Parties shall work cooperatively to facilitate the termination of operations and of any applicable contracts for Authorized Work.

26. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

BUNDLER:	SCE:
San Bernardino Associated Governments	Southern California Edison Company
Nicole Soto	Joanna Chang
Management Analyst	Program Manager
1170 W. 3 rd Street	6042A Irwindale Ave
San Bernardino, CA 92410	Irwindale, CA 91702

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

27. CONTRACTS

Each Party shall, at all times, be responsible for its Authorized Work obligations, and acts and omissions of Contractors, subcontractors and persons directly or indirectly employed by such Party for services in connection with the Authorized Work. Each Party shall require its Contractors to be bound by terms and conditions which are the same or similar to those contained in this Agreement, as the same may be applicable to Contractors.

28. RELATIONSHIP OF THE PARTIES

The Parties shall act in an independent capacity and not as officers or employees or agents of each other. This Agreement is not intended to and does not form any "partnership" within the meaning of the California Uniform Partnership Act of 1994 or otherwise.

29. NON-DISCRIMINATION CLAUSE

No Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Each Party shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Each Party represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions of this clause in all contracts for its Authorized Work obligations.

30. COMMISSION/SCE AUTHORITY TO MODIFY OR TERMINATE

This Agreement and the Program shall at all times be subject to the discretion of the Commission, including, but not limited to, review and modifications, excusing a Party's performance hereunder, or termination as the Commission may direct from time to time in the reasonable exercise of its jurisdiction. In addition, in the event that any ruling, decision or other action by the Commission adversely impacts the Program, SCE shall have the right to terminate this Agreement in accordance with the provisions of Section 25 above by providing at least ten (10) days' prior written notice to BUNDLER setting forth the effective date of such termination. Notwithstanding the right to terminate, as partners in the Program, the Parties agree to share in the responsibility and to abide by Commission energy policy supporting this Program. The Parties agree to use all reasonable efforts to minimize the adverse impact to a Party resulting from such Commission actions, including but not limited to modification of the required energy savings goals set forth in Section 4.2 which are fundamental to this Agreement.

31. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically stated in writing.

32. ASSIGNMENT

No Party shall assign this Agreement or any part or interest thereof, without the prior written consent of the other Party, and any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, if SCE is requested or required by the Commission to assign its rights and/or delegate its duties hereunder, in whole or in part, such assignment or delegation shall not require BUNDLER's consent and SCE shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.

33. FORCE MAJEURE

Failure of a Party to perform its obligations under this Agreement by reason of any of the following shall not constitute an event of default or breach of this Agreement: strikes, picket lines, boycott efforts, earthquakes, fires, floods, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including, without limitation, any agency or department of the United States of America), acts of terrorism, acts of the public enemy, scarcity or rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, or other causes which are reasonably beyond the control of such Party.

34. SEVERABILITY

In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants, or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect, unless a court, regulatory agency, or other regulatory body holds that the provisions are not separable from all other provisions of this Agreement.

35. GOVERNING LAW; VENUE

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Any action brought to enforce or interpret this Agreement shall be filed in Los Angeles County, California.

36. SECTION HEADINGS

Section headings appearing in this Agreement are for convenience only and shall not be construed as interpretations of text.

37. SURVIVAL

Notwithstanding completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement which by their nature survive

such completion or termination. Such provisions shall include, but are not limited to, Sections 9, 10, 13, 14, 15, 18, 22, 35 and 38 of this Agreement.

38. ATTORNEYS' FEES

Except as otherwise provided herein, in the event of any legal action or other proceeding between the Parties arising out of this Agreement or the transactions contemplated herein, each Party in such legal action or proceeding shall bear its own costs and expenses incurred therein, including reasonable attorneys' fees.

39. COOPERATION

Each Party agrees to cooperate with the other Party in whatever manner is reasonably required to facilitate the successful completion of this Agreement.

40. ENTIRE AGREEMENT

This Agreement (including all of the Exhibits and Attachments hereto which are incorporated into this Agreement by this reference) contains the entire agreement and understanding between the Parties and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Agreement.

41. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and delivered by electronic means, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

BUNDLER:
SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: Ryan McEachron
Title: Board President
Date: _____, 2015

SCE:
SOUTHERN CALIFORNIA EDISON COMPANY

By: Marc Ulrich
Title: Vice President,
Customer Programs and Services
Date: _____, 2015

EXHIBIT A**ENERGY LEADER PARTNERSHIP LEVEL****Energy Leaders Partnership levels are:**

Valued Partner Level – This level is the entry level for the partner to develop knowledge and establish goals towards the Silver Level. A budget is available for energy savings projects, for marketing, education, and outreach to the community, as well as for technical assistance toward upgrading or retrofitting partners' facilities. SCE's core program incentives will be offered directly to the partner. The partner will be expected to use the marketing and outreach funds to generate verifiable energy savings in their own facilities and in the community and will participate in demand response at a basic level. Valued Level provides the Partner with 4.5 cents per kWh paid in addition to what is paid to the Partner under SCE's core program. Partner will need to meet DR requirements as described in the PIP.

Silver Level – To qualify for this level, the partner demonstrates past participation in SCE energy efficiency programs, develops an energy action plan, sets community and BUNDLER energy reduction goals, targets 25 percent of its facilities to complete energy efficiency upgrades, and participates in demand response. An enhanced incentive is paid at the Silver Level. Silver Level provides the Partner with 9 cents per kWh paid in addition to what is paid to the Partner under SCE's core program. Partner will need to meet DR requirements as described in the PIP.

Gold Level – To qualify for this level, the partner demonstrates higher past participation in SCE energy efficiency programs, establishes higher BUNDLER and community program participation and energy savings goals and makes a higher commitment to participate in demand response. Incentive factors are higher for partner facilities' energy efficiency projects. Gold Level provides the Partner with 13.5 cents per kWh paid in addition to what is paid to the Partner under SCE's core program. Partner will need to meet DR requirements as described in the PIP.

Platinum Level – To qualify for this level, the partner demonstrates even higher past participation in energy efficiency programs, is innovative and integrates Energy Action Plan policies, ordinances and procedures. All facilities are targeted for energy efficiency upgrades and the partner makes a higher commitment to participate in Demand Response. Incentive factors are highest for Partner facilities' energy efficiency projects and additional incentives are made available for customized community energy efficiency projects. Platinum Level provides the Partner with 18 cents per kWh paid in addition to what is paid to the Partner under SCE's core program. Partner will need to meet DR requirements as described in the PIP.

EXHIBIT B

**ENERGY LEADER PARTNERSHIP PROGRAM
2015 GOALS & PARTNER BUDGET
FOR BUNDLER**

Program Cycle Partner Budget and Goals:

	Maximum Partner Budget	KWh Energy Savings Goal	kW Peak Demand Reduction Goal
2015:	\$ 194,250	525,000 KWh	99 kW
Incentive:	\$ 89,250		
Non-Incentive: (Marketing, Education & Outreach, Technical Assistance [and Direct Implementation])	\$ 105,000		

In accordance with Section 10 of this Agreement, SCE reserves the right to assess the progress made by BUNDLER at any time with respect to the above goals, and may in its sole discretion elect to shift funds among categories or redistribute all or part of the funding budgeted herein to other energy efficiency programs or partnerships in accordance with the Agreement...

Fully Burdened Labor Rate

Position	Fully Burdened Labor Rate ⁽¹⁾
General Counsel	\$378.80
Director of Management Services	\$145.20
Management Analyst	\$73.33
Sr. Administrative Assistant	\$52.12
Administrative Assistant	\$45.02
Intern	\$12.00

- (1) For avoidance of doubt, the fully burdened hourly rates apply to SANBAG's staff and Contractors, as defined in Section 1.6 hereof.
- (2) The rates set forth in this Exhibit F may increase by up to a maximum of [10%] above the original applicable rate without a written amendment to this Agreement. If SANBAG desires to increase any applicable rate in this Exhibit F during the Term by an amount not exceeding the maximum allowable increase, it shall provide written notice to SCE of such rate increase(s), including the title, dollar amount of increase, and percentage of increase. [Any rate increase above 10% of the original applicable rate shall require a written amendment of this Agreement.]

EXHIBIT C
PROGRAM IMPLEMENTATION PLANS

[To be attached]

Attachment: 15-1001306 SCE Agreement [Revision 5] (1961 : San Bernardino Regional Energy Leadership Partnership)

EXHIBIT D

EM&V PLAN

[TO BE ATTACHED WHEN ISSUED BY THE COMMISSION]

Attachment: 15-1001306 SCE Agreement [Revision 5] (1961 : San Bernardino Regional Energy Leadership Partnership)

EXHIBIT E
[REPORTING REQUIREMENTS]

Attachment: 15-1001306 SCE Agreement [Revision 5] (1961 : San Bernardino Regional Energy Leadership Partnership)

San Bernardino Regional Energy Leader Partnership

- 1. Program Name:** San Bernardino (SANBAG) Regional Energy Leader Partnership
- 2. Projected Program Budget Table**

Energy Leader Partnership Program	Total Administrative Cost (Actual)	Total Marketing & Outreach Cost (Actual)	Total Incentive/Rebate Costs (Actual)	Total Direct Implementation (Actual)	Total Budget by Program (Actual)
San Bernardino Regional Energy Leader Partnership	\$ 19,425	\$ 15,750	\$ 89,250	\$ 69,825	\$ 194,250

- 3. Projected Program Gross Impacts Table**

Energy Leader Partnership Program	2015 EE Program Gross kWh Savings	2015 EE Program Gross kW Savings
San Bernardino Regional Energy Leader Partnership	525,000	99

- 4. Program Element Description and Expected Outcome**

The San Bernardino Associated Governments (SANBAG) serves 25 incorporated communities in the San Bernardino County west of Los Angeles in Southern California. Of these 25 incorporated communities, eight are currently participating in a Southern California Edison Energy Leader Partnership and two currently provide their own electricity. The goal of the SANBAG Regional Energy Leader Partnership is to provide an Energy Leader Partnership program to the remaining 15 cities.

San Bernardino County has a population of over two million people. With an area of 20,105 square miles, San Bernardino County is the largest county in the United States by area. Located in southeast California, this vast county stretches from thinly populated deserts along the Nevada and Arizona borders, to more densely populated urban areas adjacent to Los Angeles County. San Bernardino County includes the following incorporated communities:

City of Adelanto*	City of Hesperia*	City of Rialto
Town of Apple Valley*	City of Highland	City of San Bernardino*
City of Barstow*	City of Loma Linda	County of San Bernardino*
City of Big Bear Lake	City of Montclair	City of Twentynine Palms
City of Chino	City of Needles**	City of Upland
City of Chino Hills	City of Ontario	City of Victorville*
City of Colton**	City of Rancho Cucamonga	City of Yucaipa
City of Fontana	City of Redlands*	Town of Yucca Valley
City of Grand Terrace		

**These agencies are already participating in either joint or individual energy leader partnership efforts and therefore are not included in the San Bernardino Regional Energy Leader Partnership.*

***The City of Colton and the City of Needles both have public utilities that provide electricity and therefore are not included in the San Bernardino Regional Energy Leader Partnership.*

The proposed partnership provides an infrastructure to educate this region to raise awareness of energy efficiency implement retrofit and retro-commissioning projects in municipal facilities.

The program will provide energy education, retrofit assistance, and retro-commissioning, as well as design consultation and energy analysis of new construction and renovation project plans.

The primary objectives for the San Bernardino Regional Energy Leader Partnership include:

- Short and Long-term energy savings and demand reduction for partner cities and towns, and the communities they serve, as well as a reduction of greenhouse gas emissions.
- Enabling jurisdictions to leverage their local infrastructure to “spread the word” about energy efficiency and deepen the reach of statewide and local energy efficiency programs and services.
- Create an energy efficiency ethic as a result of delivering energy information to the communities, training and education for local government facility managers, energy managers and other staff in use of best practices methodology for identifying and implementing energy efficiency opportunities in their facilities.
- Promote energy efficiency through identifying energy saving opportunities and leveraging available resources to install cost-effective energy-saving technologies.
- Coordinate community outreach and training efforts to educate consumers and promote programs.
- Identify/offer financial packages that bundle practical utility incentives with monetary incentives aimed at improving the participation of residents, businesses and local government agencies.

While several cities in the region are part of other SCE partnerships or have their own electrical utility, the San Bernardino Regional Energy Leader Partnership seeks to include the remaining member agencies to promote energy efficiency and realize energy reductions and/or delay the need for costly infrastructure investments related to energy production and transmission to serve future population growth within the region itself.

Population growth, transportation needs, and the political environment have brought energy issues to the limelight for all of California, particularly the San Bernardino region. Several years ago, California experienced a major energy crisis bringing this issue to the attention of state and local governments, primarily due to the dependence on out-of-state energy. With such dependence on increasingly expensive and unstable foreign oil and the negative environmental impacts associated with some sources of energy creation/consumption, the region has begun to look for alternative strategies to meet its energy needs. Achieving energy efficiency and stability is necessary for achieving a high quality of life in any area. As a result, the San Bernardino region is turning towards strategies that promote renewable resources and clean technologies as well as self-generation.

a) List of Program Elements

The three core program elements are similar to those identified in the Energy Leader Partnership Program (ELPP) Master PIP: Element A - Government Facilities, Element B - Strategic Plan Activities, and Element C - Core Program coordination.

Core Program Element A: Government Facilities

This area will deliver energy savings during the next year. Every local government that participates in the partnership will achieve specified energy savings and greenhouse gas (GHG) reductions from the facilities and infrastructure that it manages through energy efficiency retrofits, operational improvements, and policy changes. Participating local governments will take advantage of partnership incentives for municipal facilities and, wherever possible, of eligible technical assistance offered by the partnership.

A.1) Retrofit of county and municipal facilities

The 15 cities within the San Bernardino Associated Governments that will be participating in the SANBAG Regional Energy Leader Partnership maintain several hundred municipal buildings. The partnership intends to retrofit local government facilities identified during the initial analysis of this partnership and continue to identify new opportunities through ongoing assessments of city facilities. Potential opportunities include, but are not limited to, lighting, HVAC, motors, pumps and city-owned streetlight retrofit projects.

Partner cities can leverage incentives offered through Southern California Edison (SCE) and Southern California Gas Company's (SCG) core programs.

The partnership will support city planning efforts throughout this process by:

- Identifying energy efficiency in municipal facility retrofit projects. The Partnership will build a comprehensive list of municipal retrofit projects from local government engagement, training and technical assistance.

- Implementing energy efficiency retrofits for municipal facilities, including pump optimization, lighting, controls, HVAC and retro-commissioning projects;
- Providing workforce education and training to city personnel to provide for long-term energy efficiency maintenance and upgrades;
- Enrolling municipal facilities into existing utility programs;
- Coordinating with the utilities' Emerging Technologies departments to offer test sites within city facilities;
- Coordinating advanced engineering audits to identify further opportunities for savings;
- Enrolling municipal facilities in the ENERGY STAR® Benchmarking Portfolio Manager Program; and
- Supporting continued efforts for proper energy use and tracking, including sub-metering, building automation systems, and utility management software.

A.2) Retro-Commissioning (of buildings or clusters of buildings)

The partnership will identify the potential for energy-savings opportunities through the Retro-Commissioning (RCx) of municipal facilities within the partnership's Partner Cities. Many chronic building problems and energy waste can be resolved by making the low-cost or no-cost adjustments identified by the Retro-commissioning process. The partnership will encourage any facility receiving enhanced technical assistance to also pursue RCx and apply for utility incentives in order to optimize building performance and reduce energy costs. The partnership will also assist in providing training and education to city employees on the benefits of RCx during any major retrofits of existing governmental buildings.

A.3) Integrating Demand Response into the audits

The partnership will identify and perform successful comprehensive energy efficiency projects with member cities, and enroll service accounts from each city in demand response programs in alignment with the ELPP Master PIP (shown below) and the Energy Leader Partnership model.

Participation in Demand Response (DR) is a requirement for participating in the Energy Leader Partnership incentive structure. Opportunities for municipal facilities to participate in SCE's DR programs will be identified by technical audits and assessments. SCE will work with the LGPs to make comprehensive packages of DR options available to the local governments within each partnership. Municipal participation in DR programs will prompt local governments to publicize their economic and societal benefits, encouraging their constituents to participate in DR. SCE will also provide standard tariff options, the California Solar Initiative (CSI), the Self-Generation Incentive Program (SCIP) and other programs. Integrated Demand Response audits will be provided, if applicable.

A.4) Technical assistance for project management, training, audits, etc.

Standard programs available include energy efficiency training, energy audits, and technical assistance in alignment with the ELPP Master PIP. The SANBAG Regional Energy Leader Partnership will provide opportunities to extend this support to its 15 member cities. Technical support will also include training and education for local government facility

managers, energy managers, and other staff to educate city staff on best practices for identifying and implementing energy efficiency opportunities in their facilities. Additionally, city facilities will be analyzed to identify demand reduction projects and will include proposed energy conservation measures.

The SANBAG Regional Energy Leader Partnership will provide technical audits and assessments to help participating local governments identify, prioritize, and schedule municipal EE, and DR projects including EE retrofits, renovations, energy-efficient new construction, MBCx, and/or RCx. Specialized assistance will also be available through DR programs, including Technical Assistance & Technical Incentive (TA&TI) audits, and through the Savings by Design (SBD) Program.

A.5) On-Bill Financing

The partnership will encourage Partner Cities to take advantage of SCE's On-Bill Financing Program for municipal facilities that install energy-efficient equipment. Financing and installation of equipment will be considered for partial or fully-extended repayment in the amount up to that offered through the applicable core program and will be included as a component line item of the monthly utility bill for repayment to the IOU. SCE will also provide the partnership with information on the nonresidential EE finance pilot that is expected to launch in 2015.

Core Program Element B: Strategic Plan Support

B.1) Code Compliance Support

The SANBAG Regional Energy Leader Partnership will encourage a culture of energy code compliance improvement and will develop various strategies across the partnering cities to improve compliance with building energy standards and appliance regulations. The partnership will conduct focused energy code training targeted to the San Bernardino region including workshops for municipal planning and building staff, building professionals, and contractors.

B.2) Reach Code Support

The partnership will work toward establishing meaningful CEC-approved Reach codes as part of its effort to add value to energy efficiency in alignment with the strategies stated in the ELPP Master PIP (shown below). This activity will follow the proposed path described in the Codes & Standards PIP.

The Reach Code Support sub-element will be implemented primarily through the Codes and Standards Program, with additional support from the Energy Leader Program Strategic Support sub-program (see Codes and Standards PIP and Energy Leader Strategic Support sub-program PIP). Some LGPs may include Reach Code activities to promote local codes that exceed Title 24 requirements. These activities might include training local government staff about adoption and implementation of model reach codes, establishing expedited permitting and title approval processes, and establishing fee structures and other incentives for green buildings and other above-code developments (such as green building standards for new construction and retrofits/retro-commissioning or carbon offset reduction programs that exceed Title 24).

B.3) Guiding Document(s) Support

The SANBAG Regional Energy Leader Partnership objectives include development of Energy Action Plans and Climate Action Plans to document baseline energy use and emissions, as well as establishing documentation in alignment with the strategies as described in the ELPP Master PIP. These baselines will be used to set and achieve emission reductions and energy savings. Individual city plans will be used to develop a regional energy savings plan.

B.4) Financing for the community

The SANBAG Regional Energy Leader Partnership will provide education and outreach programs for the partnership communities in alignment with the strategies as described in the ELPP Master PIP (shown below). The partnership will coordinate with any available community financing programs, including the existing Property Assessed Clean Energy (PACE) program, marketed as the HERO Program.

The SANBAG Regional Energy Leader Partnership will provide technical financing assistance through:

- Conducting workshops and webcasts about innovative financing strategies tested and deployed by local governments, such as special assessment districts and applications of AB 811, to accelerate adoption of cleaner energy by mitigating the initial cost of EE retrofits;
- Helping local governments identify potential financial partners for cleaner energy projects;
- Providing links to websites with information about zero-to-low interest loans, grants, and subsidies for cleaner energy projects;
- Conducting webinars about how to evaluate financing options; and
- Providing guidance about low-cost ways to create high value for stakeholders and constituents that also meet aggressive local green goals (e.g., builders' entitlements for developers).

Finally, the SANBAG Regional Energy Leader Partnership will assist local governments in linking the energy savings for community energy projects to climate action strategies, AB 32 compliance, and long-term clean energy security and environmental sustainability, and help local governments communicate these options to community and business leaders whose support will be needed to implement them.

B.5) Peer to Peer Support

The SANBAG Regional Energy Leader Partnership will actively participate and support peer-to-peer collaboration through forums for the partnering cities and through the strategies as described in the ELPP Master PIP.

Through the partnership the following will be facilitated:

- *Partner-to-Partner Dialogue*

The partnership team leaders have the unique advantage of providing one another with peer-to-peer leadership that would not normally exist without the partnership. Through the partnership, partner cities are able to leverage the experience and expertise of fellow peer cities to increase awareness and participation levels and positively influence their own local government. Through regular team leaders meetings and webinars, team leaders are able to engage in peer-to-peer dialogue, support each other with local policy and code advancement, and share best practices and technical knowledge.

- *Partner-to-Partner Sharing*
Cities have expressed interest in sharing details about municipal projects and successes. The Partnership can facilitate easy sharing of information through a searchable webpage that lists municipal energy efficiency project details and energy savings totals. The project will leverage free program applications (e.g., GoogleMaps) to provide more flexibility for updating information.
- Some cities are in the process of implementing a Community Energy Efficiency Project Management System (CEEPMS). This program is built into a city's existing on-line permitting system to identify projects with energy efficiency potential and educate the consumer about the potential energy efficiency opportunity.

Core Program Element C: Core Program Coordination

C.1) Outreach & Education

The partnership will establish a comprehensive Marketing Education & Outreach (ME&O) Plan that will be expanded to incorporate: deep retrofit strategies among the 15 member cities and their business communities including but not limited to educational workshops to assist cities in moving forward with energy savings projects, Retro-Commissioning, Energy Upgrade California, policies, codes, and ordinances; general awareness events and exhibits to publicize the partnership and its goals throughout the communities (including environmental fairs and expos); marketing energy efficiency programs through a variety of media channels including mailers, press releases, and quarterly e-newsletters; and special workshops throughout the 15 cities.

The partnership will also provide energy code training to target the needs of the San Bernardino region, promote whole-building performance to get better space conditioning, coordinate emerging “green” or sustainability standards, and promote programs that foster sustainability including Energy Upgrade California, Retro-Commissioning, California New Homes Program; Home Energy Efficiency Program, Appliance Recycling Program, Benchmarking and Performance Tracking, and On-Line Buyer's Guide and Office and Home Electronics Program.

C.2) Residential and Small Business Direct Install

The partnership will promote outreach efforts to support and coordinate with the SCE core programs for San Bernardino commercial and small businesses customers as well as leverage existing member cities chambers of commerce, bill mailing inserts, and municipal publications to distribute information and drive greater participation.

C.3) Third-party program coordination

The partnership will actively support third party programs through the strategies as described in the ELPP Master PIP.

C.4) Retrofits for LIEE-qualified customers

The partnership will support retrofits for those who qualify for this program through active outreach and marketing. Outreach efforts will be used where ever possible.

C.5) Technical assistance for program management, training, audits, etc.

The partnership anticipates bringing technical and financial assistance from the following additional programs and offerings to its communities: SCE & SCG Energy Center offerings, Energy Star® Qualified Refrigerator Rebates, Refrigerator and Freezer Recycling, Electric Water Heater Rebates, and Energy Star® Qualified Lighting; nonresidential custom and deemed programs; Multi-family Energy Efficiency Rebate Program; Non-Residential Audits; Retro-Commissioning; Savings by Design; Variable Speed Pool Pump Rebate Program.

b) Overview

See Section 4.

c) Non-incentive services

The SANBAG Regional Energy Leader Partnership will leverage its portfolio of ME&O activities to deliver non-incentive services such as those listed below. These non-incentive services are designed to increase community enrollment in energy core programs and participation in SCE services and resources:

- Account manager support;
- Training at the Energy Education Center in Irwindale;
- Speakers bureau;
- Limited giveaway items;
- Scheduling special events such as Operation Lamp Exchange;
- Design and printing of brochures and other partnership collateral materials; and
- Media/Press/Publicity support.

d) Target audience

The target audience consists of city and county staff, management and policymakers (elected officials), and residential and business customers in the San Bernardino region.

e) Implementation

In addition to the strategies and coordination as described in the ELPP Master PIP:

The partnership's strategies include an integrated approach to energy consumption and reduction, increasing awareness of energy efficiency, demand response, Low-Income Energy Efficiency, California Alternative Rates for Energy Program, Self-Generation Incentive Program, and California's Solar Initiative.

Sub-Element A1 – Government Facilities Retrofits

Each local government participating in the SANBAG Regional Energy Partnership will develop and implement municipal clean energy projects. When multiple local governments participate in an LGP in which a partner or third party is designated as a "Lead Implementer" ("Bundled" partnerships), the Lead Implementer is responsible for coordinating the local government participants' efforts and assuring that their collective efforts result in achieving the overall partnership's EE & DR goals.

- The Lead Implementer will also provide a single point of contact with SCE for identifying and bringing in the technical assistance needed by each local government participant. As noted previously, Sub-Element A1 will be coordinated with Sub-Element B5 (Peer-to-Peer Support) to share technical, operations, financing, and other types of energy strategies, tools and techniques with other local governments in California (and, potentially, nationally).

Sub-Element A2 – Retro-commissioning (RCx) &/or Monitoring-Based Commissioning (MBx)

Candidate facilities for RCx and/or MBx will be identified through the development process that will align with SCE's Core Program offering to ensure consistency and will be supported with SANBAG Regional Energy Partnership technical assistance (see Sub-Element A4 – Technical Assistance). This process consists of performing field-based functional tests at the building system and/or subsystem level, including on-site equipment testing, monitoring and/or verifying proper operation, and calibration of a sample of the systems, and assessing potential projects for technical feasibility and cost-effectiveness. Sub-Element A1, Sub-Element A2 will be coordinated with Sub-Element B5 – Peer-to-Peer Support.

Sub-Element A3 – Integrated Demand Response

The Integrated DR development process will also identify eligible non-emergency municipal facilities and functions — such as office buildings where lighting and/or HVAC could be interrupted or reduced without risk to public health and safety — that could participate in SCE DR programs. LGPs will also be encouraged to identify self-generation opportunities, especially for cleaner technologies such as solar PV, advanced micro-turbines, and fuel cells.

See Core Program Element C (Core Program Coordination) for more information about how the SANBAG Regional Energy Partnership will coordinate with the utilities' Self Generation Incentive Program (SGIP), and Core Program Element B (Strategic Planning Support) for information about coordination with other types of RE and SG programs.

Sub-Element A4 – Technical Assistance

Technical assistance starts with obtaining a list of all of the municipal facilities of each participating local government with their account name (e.g., city/county department), address, type of municipal function being performed at that location, age of the building (known or estimated), size in square feet, and any other readily compiled, relevant information. The list is then matched with energy use to identify the energy use of the facility and prioritize high-potential opportunities.

SCE Business Customer Division (BCD) Representatives have met with all LGPs to help compile lists of potential retrofits and request information about each facility's situation. Some preliminary energy assessments have been conducted to identify highest-priority projects for implementation upon CPUC approval of the SANBAG Regional Energy Partnership.

SCE will provide expanded professional services to ensure end-to-end project support to local government partners.

Element A-4 will be coordinated with Sub-Element B-5 Peer-to-Peer Support to share information with other local governments.

Sub-Element A5 – On-Bill Financing

See discussion above in Section 4.b. (Overview, Incentives, Sub-Element A5) for a description of how the SANBAG Regional Energy Partnership will approach On-Bill Financing.

5. Program Element Rationale and Expected Outcome

a) Quantitative Baseline and Market Transformation Information

By its nature, market transformation occurs as a result of numerous factors and programs, not single sub-programs. Therefore, all metrics and goals are proposed at the highest program level. Please refer to the quantitative baseline and market transformation discussion, presented in the overall program PIP.

b) Market Transformation Information

By its nature, market transformation occurs as a result of numerous factors and programs, not single sub-programs. Therefore, all metrics and goals are proposed at the highest program level. Please refer to the quantitative baseline and market transformation discussion, presented in the overall program PIP.

c) Program Design to Overcome Barriers

The Cities that form the SANBAG Regional Energy Leader Partnership will have barriers consistent with those identified in the ELPP Master PIP (shown below), and will employ the same strategies to overcome them, as described in the ELPP Master PIP.

The primary barriers to local government EE programs and the strategies the SANBAG Regional Energy Leader Partnership will employ to overcome these barriers include:

Primary Barrier: Many local governments do not have adequate staff resources to develop and manage a municipal energy program, especially in the current economic climate. In addition, existing staff may not be knowledgeable about energy issues and options.

Strategies: The SANBAG Regional Energy Leader Partnership will provide a comprehensive municipal clean energy program that includes technical assistance for program and project development and management, training in EE and DR opportunities, as well as information on broader energy programs and offerings. The SANBAG Regional Energy Leader Partnership will help identify, qualify and schedule EE, DR and RE projects.

The SANBAG Regional Energy Leader Partnership will overcome these barriers by providing hands-on assistance to local governments for all project stages, including obtaining financing and optimizing EE, DR & RE solutions on an integrated, whole-system basis. This will:

- Directly link energy savings and fossil fuel reduction to GHG reduction and AB 32 compliance;
- Achieve short- and long-term energy savings;
- Demonstrate the local government’s commitment to efficiency to its constituents and stakeholders; and
- Enable local governments to become champions for EE, DR, and RE, so as to further reduce energy usage and associated GHG impacts within their communities.

Primary Barrier: Access to financing is a significant barrier. Even under the best financial circumstances, funding for these types of energy projects (deemed “discretionary” when they are not absolutely needed to protect public health & safety) is difficult to obtain, since they must compete for limited funds with mission-critical activities.

Strategies: The SANBAG Regional Energy Leader Partnership will provide financial planning assistance including, but not limited to, cost/project estimating and budgeting, identification of financing options, help with scheduling and preparing for reviews and approvals of proposed energy projects and budgets, and on-bill financing. Professional services and project management offerings will be expanded in the 2013-2014 transition period.

Primary Barrier: With significant staffing and financial challenges, the local government sector experience lost opportunities which can occur when viable efficiency opportunities are not identified or are value-engineered out of a project due to lack of funds, lack of information, and/or lack of management support.

Strategies: The SANBAG Regional Energy Leader Partnership’s comprehensive approach minimizes lost opportunities in municipal facilities by directly tackling major barriers through educating decision-makers, conducting technical assistance to identify and propose opportunities, providing professional services to develop and vet opportunities, and coordination and outreach of stakeholders and resources.

d) Quantitative Program Objectives

Table 5

Program/Element	Program Target by 2015
Target #1 Municipal Retrofits (kWh)	See Section 2
Target #2 Municipal Retrofits (kW)	See Section 3
Target #3 Number of workshops	2
Target #4 Number of Ordinances, Codes, etc.	0
Target #5 Number of ME&O events	3

6. Other Program Element Attributes

a) Best Practices

The SANBAG Regional Energy Leader Partnership will embody the best practices strategies described in the ELPP Master PIP.

The SANBAG Regional Energy Leader Partnership will follow the best practices in energy programs design, as summarized below:

Primary Barriers/Program Challenges	Program Best Practices
Insufficient technical and financial resources	<i>One- stop Shopping</i> - Provides comprehensive bundle of technical, economic, marketing and implementation assistance through implementing partner.
First cost of EE investments	<i>Financing</i> - On-bill financing, other low interest energy loans, possible establishment of self-replenishing energy efficiency/savings funds, PACE
Incomplete implementation (due to adoption of aggressive policies & goals without a sound implementation & financing plan)	<i>Course Corrections</i> - Mechanism for constant tracking, monitoring and review of program results vs. challenges, allowing sufficient time for course corrections

Primary Barriers/Program Challenges	Program Best Practices
Insufficient motivation	<i>Comprehensive Benefits</i> – Combines measure incentives with funding support for ME&O activities that are very important to local governments. Also, ascending to the leadership role is a natural and appropriate role for governmental entities.
Lost opportunities	<i>Comprehensive Strategies</i> – Comprehensive whole portfolio, building and facility approaches minimize lost EE and DR opportunities by municipal facilities, while the companion ME&O strategy leverages the participating local governments’ efforts to encourage residents and business to also become energy efficient.

b) Innovation

City officials will be recruited and utilized as advocates. City facilities will be enrolled into different energy programs. There will be periodic team meetings during which agencies can engage in peer to peer problem solving. Energy initiatives and commitment to addressing energy issues will be required to be incorporated into new and existing Energy Action Plans. Workshops, events and presentations will empower the communities and their local government with the knowledge needed to recognize concepts and benefits. The significant benefits of energy efficiency, demand response and renewable resources will be the foundation for training focused on behavioral change and sustainable participation.

c) Interagency coordination

This partnership represents a comprehensive and integrated approach to energy efficiency, natural gas efficiency, and water efficiency. Projects such as wastewater, storm water and potable water capital projects will be identified and developed ensuring that the municipalities are as energy efficient as possible. Through its local government and consulting network, the Partnership will encourage coordination with agencies as noted within the ELPP Master PIP as well as with the participating IOUs, SCE and SCG.

d) Integrated/coordinated Demand Side Management

The IOUs have identified Integrated Demand Side Management (IDSM) as an important priority. As a result they have proposed the establishment of a Statewide Integration Task Force (Task Force). SCE’s local government partnerships will monitor the progress of the statewide IDSM efforts and work closely with the Task Force to identify comprehensive integration approaches and to implement best practices.

The SANBAG Regional Leader Partnership program plans include identifying and enrolling municipal service accounts from each city in demand response programs in alignment with the Energy Leader Partnership model and the ELPP Master PIP (shown below).

In addition, the LGPs will use an integrated approach, encouraging participation in DR, CSI, and SGIP programs in order to achieve coordinated delivery of DSM options. Although the funding for integration will come from the dedicated funding source for each integrated measure, SCE will make this transparent to the local government and its constituents.

Some LGPs will achieve integration of all elements, while others may only integrate a few. The integrated elements include:

- Integrated energy audits will be offered to government facilities that show savings potential and a willingness to commit the additional time and financial investments, while standard EE audits will be offered to all other program participants;
- Emerging Technologies and CEC-PIER collaboration is expected to include pilot projects and market acceleration assistance for market-ready products in the general categories of day lighting, lighting, HVAC, controls, and building envelope improvements;
- Commissioning and retro-commissioning services will continue being offered to segment customers; and
- DR opportunities will be targeted in larger facilities, particularly as part of monitoring-based retro-commissioning efforts where controls to facilitate DR efforts would be installed.

e) Integration across resource types (energy, water, air quality, etc.)

The partnership promotes comprehensive sustainability, including water conservation, solid waste management, and alternative mobility. A key focus of the partnership will be assisting our local government partners in identifying and exploiting cost-effective opportunities for integration with other resource areas including water, solid waste, and air quality around climate action and AB 32 through coordination with other utility programs and industry resources.

f) Pilots

No pilots are planned through this partnership but the partnership will be available to promote emerging technologies.

g) EM&V

See the ELPP Program Overview SCE-13-L-002.

7. Partnership Program Advancement of Strategic Plan Goals and Objectives:

Table 6

Strategic Plan Strategy	Program Approach to Achieving Strategic Plan Goal
1-1: Develop, adopt and implement model building energy codes (and/or other green codes) more stringent than Title 24's requirements, on both a mandatory and voluntary basis; adopt one or two additional tiers of increasing stringency.	Training and information will be provided to cities about Title 24 and ways to encourage more stringent energy codes on a voluntary basis.
1-2: Establish expedited permitting and entitlement approval processes, fee structures and other incentives for green buildings and other above-code developments.	The Partnership will offer training and educational workshops for jurisdictions' planning and building department staff regarding opportunities for expedited permitting and other incentives, green building codes and energy efficient design.
1-3: Develop, adopt and implement model point-of-sale and other point-of transactions relying on building ratings.	The potential for this will be evaluated.
1-4: Create assessment districts or other mechanisms so property owners can fund EE through city bonds and pay off on property taxes; develop other EE financing tools.	The partnership will assist in the adoption of PACE programs in Partnership partner cities along with adoption of other appropriate innovative EE financing approaches.
1-5: Develop broad education program and peer-to-peer support to local governments to adopt and implement model reach codes.	The Partnership will work to enhance education and peer-to-peer support for local governments.
1-6: Link emission reductions from "reach" codes and programs to CARB's AB 32 program	The potential for this will be evaluated.
2-2: Dramatically improve compliance with and enforcement of Title 24 building code, and of HVAC permitting and inspection requirements (including focus on peak load reductions in inland areas).	The Partnership supports the development of training and education programs.
2-3: Local inspectors and contractors hired by local governments shall meet the requirements of the energy component of their professional licensing (as such energy components are adopted).	The potential for this will be evaluated.
3-1: Adopt specific goals for efficiency of local government buildings	Various opportunities for improved efficiency, including environmentally preferred purchasing policies, and incentives will be shared with the cities.
3-2: Require commissioning for new buildings, and re-commissioning and retro-commissioning of existing buildings.	Energy efficiency upgrades and retro-commissioning of municipal facilities is a primary partnership objective.

Strategic Plan Strategy	Program Approach to Achieving Strategic Plan Goal
3-4: Explore creation of line item in local governments’ budgets or other options that allow EE cost savings to be returned to the department and/or projects that provided the savings to fund additional efficiency.	The potential for this will be evaluated.
3-5: Develop innovation Incubator that competitively selects initiatives for inclusion in local government pilot projects.	The potential for this will be evaluated and explored with participating jurisdictions to see if it could be effective.
4-1: Local governments commit to clean energy/climate change leadership.	The potential for this will be evaluated.
4-2: Use local governments’ general plan energy and other elements to promote energy efficiency, sustainability and climate change.	Energy efficiency efforts will be integrated with climate action leadership.
4-4: Develop local projects that integrate EE/DR/water/wastewater end use.	Training and educational opportunities to explore ways to promote energy efficiency, sustainability and greenhouse gas reduction through general plans and community planning will be sought.
4-5: Develop EE-related “carrots” and “sticks” using local zoning and development authority.	The potential for this will be evaluated.

8. Deep Energy Retrofits:

Pursuant to D.12-05-015, the IOUs are required to demonstrate that new partnerships introduced after 2012 adhere to deep retrofit criteria. Per the language developed with the Energy Division in the SCE’s 2013-2104 Master ELP PIP, partnerships must incorporate one or more measures from Table 7 below to demonstrate compliance with this deep retrofit requirement. A project may also be defined across IOUs and electric and gas sectors (e.g., joint SoCalGas and SCE project).

Deep retrofit requirements surrounding partnership expansions (new partner or partnership), shall be considered satisfied when the partner or partnership incorporates one or more measures from Table 7 below. The deep retrofit requirements are triggered when: a) new partnerships are introduced, or b) one or more cities are added to an existing partnership. An exception shall be granted in cases where SCE demonstrates that the new partner addition can be fully accommodated by the partnership’s existing funding allocation as provided by the budget within the respective PIP; and therefore would not require a fund shift or reliance on the ELP Reserve Fund. In this instance (i.e., if a partnership adds a new city without increasing the partnership budget), the city is not required to meet the deep retrofit criteria, but must update the PIP through the PIP addendum process and communicate with the PRG, as described above.

Table 7: Mid-Cycle Partner/Partnership Deep Retrofit Criteria Qualifying Measure

HVAC solutions	Refrigeration solutions
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Targeted advanced technology lighting solutions (i.e., LED)	Water-energy nexus solutions
Combined electricity and gas measures	Retro-commissioning
Process solutions (e.g., chillers, blowers, boilers, storage tanks)	

Deep energy retrofits projects proposed by the SANBAG Regional Energy Partnership meet the deep energy retrofit criteria and include: water system pump replacement and system optimization, LED streetlighting, energy management system controls, chiller plant retrofit projects, HVAC replacement.

Exhibit E

Reporting Requirements

1. **Program Reporting:** Consultant will provide SCE with the requisite information for purposes of preparing any reports required of SCE by the CPUC including current Quarterly and Annual Reports. *Requirements for these reports may change per the direction of the CPUC or the CPUC's Energy Division.*

The current reporting requirements are as follows:

2. **Quarterly Narrative:** For the Program, a description of the Program activities occurring during the quarter.
 - 2.1. Administrative activities;
 - 2.2. Marketing activities;
 - 2.3. Direct Implementation activities;
 - 2.4. Consultant's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.);
 - 2.5. Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.);
 - 2.6. Discussion of near term plans for Program over the coming months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.);
 - 2.7. Changes to staffing and staff responsibilities, if any;
 - 2.8. Changes to contacts, if any;
 - 2.9. Changes to Subcontractors and Subcontractor responsibilities, if any;
 - 2.10. Number of Customer complaints received; and
 - 2.11. Program Theory and Logic Model if not already provided in the PIP, or if revisions have been made.

Consultant will provide additional data or information as required by the CPUC.

3. **Annual Reports:** The Consultant will provide the required information and data to be aggregated to the portfolio and reported per the Annual Reporting Requirements Manual Version 4 (RRM4) (Attachment C to Administrative Law Judge Ruling of August 8, 2007) and subsequent revisions for 2010-2012.

Consultant will be required to fulfill these reporting obligations for their Program.

Consultant will provide additional data or information as required by the CPUC.

4. Reporting Terminology Definitions

- 4.1. Adopted Program Budget** – The Program budget as it is adopted by the CPUC, inclusive of costs (+/-) recovered from other sources.
- 4.2. Operating Program Budget** – The Program budget as it is defined by the Program administrators for internal Program budgeting and management purposes, inclusive of costs (+/-) recovered from other sources.
- 4.3. Direct Implementation Expenditures** – Costs associated with activities that are a direct interface with the Customer or Program participant or recipient (i.e., Consultant receiving training). *(Note: This is still an open issue, the items included in this definition may be changed by the CPUC pending discussion on the application of the State’s Standard Practice Manual.)*
- 4.4. Report Month** – The month for which a particular Monthly Report is providing data and information. For example, a report covering the month of July 2010, but prepared and delivered later than July 2010, would still be titled July 2010.
- 4.5. Program Strategy** – The method deployed by a program in order to obtain program participation.
- 4.6. Program Element** – A subsection of a program, or body of program activities within which a single program strategy is employed. (Example: A body of program activities employing both an upstream Rebate approach and a direct install approach represents two discrete program elements.)

5. Measure Classification

5.1. Measure End-Use Classification

Each energy efficiency Measure reported should be classified into one of the following end-use categories:

Residential End Uses

Detailed End Use

Clothes Dryer
Clothes Washer
Consumer Electronics
Cooking
Dishwasher
Other Appliance
Building Shell

Aggregated End Use

Appliances
Appliances
Consumer Electronics
Cooking Appliances
Appliances
Appliances
HVAC

Space Cooling					HVAC
Space Heating					HVAC
Interior Lighting					Lighting
Exterior Lighting					Lighting
Pool Pump					Pool Pump
Freezers					Refrigeration
Refrigeration					Refrigeration
Water Heating					Water Heating
Other (User Entered Text String Description)					Other

Nonresidential End Uses

Detailed End Use

Aggregated End Use

Building Shell					HVAC
Space Cooling					HVAC
Space Heating					HVAC
Ventilation					HVAC
Daylighting					Lighting
Interior Lighting					Lighting
Exterior Lighting					Lighting
Office Equipment					Office
Compressed Air					Process
Cooking					Process
Food Processing					Process
Motors					Process
Process Cooling					Process
Process Heat					Process
Process Steam					Process
Pumps					Process
Refrigeration					Refrigeration
Other (User Entered Text String Description)					Other

5.2. Measure Market Sector/Market Segment Classification: Where reports require market sector or market segment classification, the following classification scheme should be used:

<i>Market Sector</i>	<i>Market Segment</i>
Residential	NA
Single Family	NA
Multi Family	NA
Mobile Homes	NA
Nonresidential	NAICS CODE (greater than 2 digit not required)
Commercial	NAICS CODE (greater than 2 digit not required)
Industrial	NAICS CODE (greater than 2 digit not required)
Agricultural	NAICS CODE (greater than 2 digit not required)
Unknown	NA

6. Allowable Costs

Allowable Costs Table	
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to SCE's Program administrator. If there is a desire to include additional Allowable Cost elements, the Program administrator should be contacted in order for the Program administrator to seek approval from the CPUC.	
	3/30/2006
Cost Categories	Allowable Costs
Administrative Cost Category	Managerial and Clerical Labor
	Consultant Labor - Clerical
	Consultant Labor - Program Design
	Consultant Labor - Program Development
	Consultant Labor - Program Planning
	Consultant Labor - Program/Project Management
	Consultant Labor - Staff Management
	Consultant Labor - Staff Supervision
	Human Resource Support and Development
	Consultant Labor- Human Resources
	Consultant Labor - Staff Development and Training
	Consultant Benefits - Administrative Labor
	Consultant Benefits - Direct Implementation Labor
	Consultant Benefits - Marketing/Advertising/Outreach Labor
	Consultant Payroll Tax - Administrative Labor
	Consultant Payroll Tax - Direct Implementation Labor
	Consultant Payroll Tax - Marketing/Advertising/Outreach Labor
	Consultant Pension - Administrative Labor
	Consultant Pension - Direct Implementation Labor
	Consultant Pension - Marketing/Advertising/Outreach Labor
	Travel and Conference Fees
	Consultant - Conference Fees
	Consultant Labor - Conference Attendance
	Consultant - Travel - Airfare
	Consultant - Travel - Lodging
	Consultant - Travel - Meals
	Consultant - Travel - Mileage
	Consultant - Travel - Parking
	Consultant - Travel - Per Diem for Misc. Expenses
	Overhead (General and Administrative) - Labor and Materials
	Consultant Equipment Communications
	Consultant Equipment Computing

Allowable Costs Table	
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to SCE's Program administrator. If there is a desire to include additional Allowable Cost elements, the Program administrator should be contacted in order for the Program administrator to seek approval from the CPUC.	
	3/30/2006
Cost Categories	Allowable Costs
	Consultant Equipment Document Reproduction
	Consultant Equipment General Office
	Consultant Equipment Transportation
	Consultant Food Service
	Consultant Office Supplies
	Consultant Postage
	Consultant Labor - Accounting Support
	Consultant Labor - Accounts Payable
	Consultant Labor - Accounts Receivable
	Consultant Labor - Facilities Maintenance
	Consultant Labor - Materials Management
	Consultant Labor - Procurement
	Consultant Labor - Shop Services
	Consultant Labor - Administrative
	Consultant Labor - Transportation Services
	Consultant Labor - Automated Systems
	Consultant Labor - Communications
	Consultant Labor - Information Technology
	Consultant Labor - Telecommunications
Marketing/Advertising/Outreach Cost Category	
	Consultant - Bill Inserts
	Consultant - Brochures
	Consultant - Door Hangers
	Consultant - Print Advertisements
	Consultant - Radio Spots
	Consultant - Television Spots
	Consultant - Website Development
	Consultant Labor - Marketing
	Consultant Labor - Media Production
	Consultant Labor - Business Outreach
	Consultant Labor - Customer Outreach
	Consultant Labor - Customer Relations
Direct Implementation Cost Category	
	Financial Incentives to Customers
	Activity - Direct Labor
	Consultant Labor - Facilities Audits
	Consultant Labor - Curriculum Development
	Consultant Labor - Customer Education and Training
	Consultant Labor - Customer Equipment Testing and

Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to SCE's Program administrator. If there is a desire to include additional Allowable Cost elements, the Program administrator should be contacted in order for the Program administrator to seek approval from the CPUC.</p>	
	3/30/2006
Cost Categories	Allowable Costs
	Diagnostics
	Installation and Service - Labor
	Consultant Labor - Customer Equipment Repair and Servicing
	Consultant Labor - Customer Equipment Repair and Servicing
	Direct Implementation Hardware and Materials
	Consultant - Direct Implementation Literature
	Consultant - Education Materials
	Consultant - Energy Measurement Tools
	Consultant - Installation Hardware
	Consultant - Audit Applications and Forms
	Rebate Processing and Inspection - Labor and Materials
	Consultant Labor - Field Verification
	Consultant Labor - Rebate Processing
	Consultant - Rebate Applications

Contract Summary Sheet

General Contract Information

Contract No: 15-1001307 Amendment No.: _____ Vendor No.: 02920
 Vendor/Customer Name: Southern California Gas Company Sole Source? Yes No
 Description: San Bernardino Regional Energy Leadership Partnership
 Start Date: 07/01/2015 Expiration Date: 12/31/2015 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 15-1001306

Dollar Amount			
Original Contract	\$ 112,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 112,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 112,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 07/01/2015
 Board of Directors Action: Approve Contract 15-1001307 with SoCalGas

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Nicole Soto

Attachment: 15-1001307 Contract Summary Sheet SoCalGas [Revision 1] (1961 : San Bernardino Regional Energy Leadership Partnership)

**AGREEMENT TO JOINTLY DELIVER THE 2015
SAN BERNARDINO REGIONAL ENERGY PARTNERSHIP PROGRAM**

BY

AND

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

SOUTHERN CALIFORNIA GAS COMPANY

EFFECTIVE: SEPTEMBER 2, 2015

This program is funded by California utility ratepayers and administered by Southern California Gas Company under the auspices of the California Public Utilities Commission.

This AGREEMENT TO JOINTLY DELIVER THE 2015 SAN BERNARDINO REGIONAL ENERGY PARTNERSHIP PROGRAM (this “Agreement”) by and between SAN BERNARDINO ASSOCIATED GOVERNMENTS (“SANBAG”) and Southern California Gas Company (“SCG”), is effective as of SEPTEMBER 2, 2015 (“Effective Date”). SCG and SANBAG may be referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the California Public Utilities Commission (the “Commission”) issued (a) Decision (“D.”) 12-11-015 (Decision Approving 2013-2014 Energy Efficiency Programs and Budgets), effective as of November 8, 2012, and (b) D. 14-10-046 (Decision Establishing Energy Efficiency Savings Goals and Approving 2015 Energy Efficiency Programs and Budgets), effective October 16, 2014 (collectively, the “Decisions”), which Decisions approved a portfolio of energy efficiency programs and budgets to be implemented in 2013-2015, including the Program;

WHEREAS, the City of Chino, the City of Chino Hills, the City of Fontana, the City of Grand Terrace, the City of Highland, the City of Loma Linda, the City of Montclair, the City of Ontario, the City of Rancho Cucamonga, the City of Rialto, the City of Upland, the City of Yucaipa, the Town of Yucca Valley, and the City of Twenty-nine Palms, each of which is located in the County of San Bernardino, may from time to time elect to participate in the Program (participating cities are sometimes referred to herein as “Program Participants”);

WHEREAS, SANBAG and SCG have expressed a commitment to participate jointly in the Program with the intent of allowing the Program Participants to achieve immediate and long-term energy savings in their own facilities and to demonstrate energy efficiency leadership in the their communities while helping residents and businesses achieve sustainable reduction in energy use within SCG’s territory; and

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions under which the Program shall be implemented.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CERTAIN DEFINITIONS.

For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Section 1:

- 1.1. Agreement: This document and all exhibits attached hereto, as may be amended from time to time.
- 1.2. Authorized Program Budget: The Commission-approved maximum budget for funding the Program and performance by SANBAG of Authorized Work, the total amount which shall be determined by SCG in its sole discretion (see “Partner’s Budget”).

- 1.3. **Authorized Work:** The work authorized by the Commission for the Program and as set forth in this Agreement and more fully described in the Program Implementation Plan attached hereto as Exhibit A, and as agreed to be performed by the Parties.
- 1.4. **Business Day:** The period from one midnight to the following midnight, excluding Fridays, Saturdays, Sundays, and Federal Reserve Bank holidays.
- 1.5. **Calendar Day:** The period from one midnight to the following midnight, including Saturdays, Sundays, and Federal Reserve Bank holidays.
- 1.6. **Contractor:** An entity contracting directly or indirectly with a Party, or any subcontractor thereof subcontracting with such Contractor, to furnish services or materials as part of or directly related to such Party's Authorized Work obligations.
- 1.7. **Customers:** Individuals or entities that are eligible for Program services, and that are SCG customers residing both within SCG's service territory as well as in the jurisdiction of one of the Program Participants.
- 1.8. **Energy Efficiency Measure:** Has the meaning set forth in the Commission's Energy Efficiency Policy Manual, Version 5, July 2013, as may be supplemented or updated from time to time.
- 1.9. **Financial Incentive:** Has the meaning set forth in the Commission's Energy Efficiency Policy Manual, Version 5, July 2013, as may be supplemented or updated from time to time.
- 1.10. **Gas Surcharge:** The funds collected from gas utility ratepayers pursuant to Section 890 *et seq.* of the California Public Utilities Code for public purposes programs, including energy efficiency programs approved by the Commission.
- 1.11. **Partner's Budget:** That portion of the Authorized Program Budget, which excludes SCG's costs and expenses, and represents the maximum budget and maximum allocation by period for funding the performance of the Program by SANBAG and as set forth in Exhibit B, subject to amendment by SCG consistent with the terms of this Agreement.
- 1.12. **Planning Document:** A Program document that describes Program implementation consistent with the PIP and/or management processes, procedures and strategies, as may be supplemented or updated from time to time.
- 1.13. **Program:** SCG's energy efficiency local government partnership with SANBAG, as approved in Advice Letter 4774, filed by SCG at the Commission, and as approved by the Commission as of April 3, 2015.
- 1.14. **Program Expenditures:** Actual (i.e., no mark-up for profit, administrative or other indirect costs), reasonable expenditures of SANBAG that are pre-approved by SCG, directly identifiable to, and required for the Authorized Work, all in accordance with Section 10.2 of this Agreement.

- 1.15. PIP or Program Implementation Plan: The implementation plan specific to this Program, together with SCG Local Government Master PIPs, which include the anticipated scope of the Program in SCG service territory, as approved by the Commission and attached hereto as Exhibit A.
- 1.16. Program Management Consultant: A Contractor hired by SCG to facilitate and coordinate the delivery of the Program. The activities of the Program Management Consultant may include coordinating and facilitating Program meetings and events, Program reporting, assistance in marketing, advertising and outreach, assistance in tracking Program progress, and coordinating Program information.

2. PURPOSE

The Program is funded by California utility ratepayers and is administered by SCG under the auspices of the Commission. The purpose of this Agreement is to set forth the terms and conditions under which the Parties will jointly implement the Program. The work authorized pursuant to this Agreement is not to be performed for profit.

3. PROGRAM DESCRIPTION

The Program is designed to provide integrated technical and financial assistance to help local governments effectively lead their communities to increase energy efficiency, reduce greenhouse gas emissions, protect air quality and ensure that their communities are more livable and sustainable. The Program provides performance-based opportunities for SANBAG and the Program Participants to demonstrate energy efficiency leadership in their respective communities through energy saving actions, including retrofitting their municipal facilities, as well as providing opportunities for Customers to take action in their homes and businesses. By implementing Energy Efficiency Measures in its own facilities, SANBAG will lead by example as SANBAG, Program Participants and SCG work together to increase community awareness of energy efficiency and position SANBAG and Program Participants as leaders in energy management practices. The Program will provide marketing, advertising, outreach, education, training and community sweeps to connect the communities with opportunities to save energy, money and help the environment. The Program Participants will leverage the strengths of each other to efficiently deliver energy and demand savings. This relationship will provide SANBAG with the opportunity to deliver sustainable energy savings, promote energy efficient lifestyles, and develop an enduring leadership role for SANBAG through its relationships with the Program Participants, their respective constituents, and SCG.

4. AUTHORIZED WORK

- 4.1. Scope. The work authorized by the Commission is set forth broadly in the PIP (Exhibit A) and shall be performed pursuant to the terms of this Agreement. The Parties shall collaborate and mutually agree upon specific Program implementation consistent with the PIP, and the Parties shall document such details in the Planning Document.

- 4.2. Objectives. The Program is designed to meet the specific energy savings targets set forth in Exhibit B of this Agreement, while implementing the Program strategies and meeting the general objectives and milestones set forth in the PIP.

5. LIMITATION ON SERVICE TERRITORY

The Parties agree that Authorized Work shall only be performed in the SCG service territory and must directly benefit SCG customers, with natural gas savings applicable solely to SCG's utility system. No Authorized Work shall be performed for any individual or entity that does not directly receive gas service from SCG. Nothing in this Section 5 is intended to preclude Program coordination with other municipal utilities to the extent not otherwise prohibited.

6. OBLIGATIONS OF THE PARTIES

6.1. Obligations of SCG and SANBAG.

- 6.1.1. Each Party will be responsible for the overall progress of its Authorized Work to ensure that the Program remains on target, including achieving the Program's specific energy saving targets and goals as set forth in Exhibit B.
- 6.1.2. The Parties shall jointly coordinate and prepare all Program-related documents, including all required reporting pursuant to Section 9, and any such other reporting as may be reasonably requested by SCG.
- 6.1.3. To the extent practicable and with coordination by SCG, the Parties shall use the Program as a portal for all existing or selected energy program offerings of SCG, including programs targeting low-income customers, self-generation, solar, emerging technologies, and other programs as described in the PIP, and in support of the Commission's Long Term Energy Efficiency Strategic Plan, adopted on September 18, 2008. This coordinated effort supports the goal to enhance consistency in rebates and other Program details, minimize duplicative administrative costs, and enhance the possibility that programs can be marketed together to avoid duplicative marketing expenditures.
- 6.1.4. Consistent with those contained in the PIP, SCG and SANBAG may work together to identify, develop, and accomplish additional mutually agreeable goals in accordance with Section 7.

6.2. Obligations of SANBAG.

- 6.2.1. SANBAG will appoint a representative who will be the primary contact between SANBAG, the Program Participants, and the SCG Energy Efficiency Representative, and who will be authorized to act on behalf of SANBAG in carrying out SANBAG's obligations under this Agreement (such individual, the "Energy Champion"). Such appointment shall be communicated in writing to SCG within ten (10) Business Days following execution of this Agreement. SANBAG shall communicate regularly with the SCG Energy Efficiency Representative in

accordance with Section 7.3 and 7.4 hereof, and shall advise SCG immediately of any problems or delays associated with SANBAG's Authorized Work obligations.

- 6.2.2. SANBAG will be actively involved in all aspects of the Program. SANBAG will use reasonable efforts to (a) dedicate human resources necessary to implement the Program successfully, (b) provide support for the Program's marketing, advertising and outreach activities, and (c) work to enhance communications with SCG to address consumer needs.
- 6.2.3. SANBAG shall obtain the approval of SCG prior to conducting any Program public outreach activities (exhibits, displays, public presentations, workshops, canvassing, etc.). Any marketing materials used in connection with such outreach activity shall comply with the requirements of Section 6.2.6.
- 6.2.4. SANBAG acknowledges and agrees that no one Program Participant is entitled to the entire Authorized Program Budget, and that SANBAG shall work with SCG and each other Program Participant to achieve the goals and accomplish the Authorized Work of the Program.
- 6.2.5. SANBAG shall perform its Authorized Work obligations within the Partner's Budget and in conformance with the schedule and goals associated with such Authorized Work as set forth in this Agreement, and shall furnish the required labor, equipment and material with the degree of skill, care and professionalism that is required by all applicable current professional standards.
- 6.2.6. SANBAG shall obtain the approval of SCG when developing Program marketing materials and prior to distribution, publication, circulation, or dissemination of such materials in any way to the public. In addition, all advertising, marketing or otherwise printed or reproduced material used to implement, refer to or is in any way related to the Program must contain the respective name and logo of SCG and, at a minimum, the following language: "This Program is funded by California utility ratepayers and administered by Southern California Gas Company under the auspices of the California Public Utilities Commission."
- 6.2.7. SANBAG shall obtain SCG's written consent prior to retaining any Contractors to perform any of the Authorized Work. Further, SANBAG shall at all times be responsible for the acts and omissions of its Contractors. SANBAG shall be responsible for performance of the Authorized Work, whether performed by SANBAG or its Contractors. This Agreement shall not give rise to any contractual relationship between SCG and any SANBAG Contractor. SCG shall not undertake any obligation to pay or to be responsible for the payment of any sums to any SANBAG Contractor. Upon request by SCG, SANBAG shall submit to SCG all contracts, agreements or other requested documents with SANBAG's Contractors performing Authorized Work in connection with the Program.

6.3. Obligations of SCG.

6.3.1. SCG will appoint a Program representative (“SCG Energy Efficiency Representative”) who will be SANBAG’s primary contact for SCG, and who will be authorized to act on behalf of SCG in carrying out SCG’s obligations under this Agreement. Such appointment shall be communicated in writing to SANBAG within ten (10) Business Days following execution of this Agreement.

6.3.2. SCG will oversee the activities and implementation of the Program, in accordance with this Agreement.

6.3.3. SCG will be actively involved in all aspects of the Program. SCG will use reasonable efforts to add value to the Program by (a) dedicating human resources necessary to assist SANBAG in implementing the Program successfully and providing and maintaining an SCG presence in the Program Participants’ communities, (b) providing support for the Program’s marketing, advertising and outreach activities, and (c) working closely with SANBAG to enhance communications with other Program Participants, address customer needs and provide SCG information and services.

6.3.4. SCG shall provide, at no cost to SANBAG, informational and educational materials on SCG’s statewide and local energy efficiency core programs.

6.3.5. SCG shall work with the SANBAG as requested to help identify cost-effective energy efficient projects in the Program Participant’s qualifying municipal facilities within SCG’s service territory.

6.3.6. SCG shall administer the Gas Surcharge authorized by the Commission for the Program in accordance with this Agreement, and SCG may hire a Program Management Consultant on behalf of the Program to help facilitate and coordinate the Program and reimbursement of SANBAG for Program Expenditures in accordance with Section 10 of this Agreement.

6.3.7. SCG shall be responsible for coordinating and ensuring compliance with all SCG reporting and other SCG filing requirements imposed by the Commission. SANBAG shall work with SCG as requested to help ensure such compliance.

6.3.8. SCG shall be responsible for tracking performance of SANBAG and the Program Participants in accordance with Section 10.1.2, and for verifying all energy savings claims, and for monitoring and verifying achievement of the general objectives, goals, and milestones as described in Exhibit A.

6.4. EM&V. Once the Commission has approved and issued an evaluation, measurement and verification (“EM&V”) plan for the Program, the EM&V plan shall be attached to this Agreement as Exhibit D and shall be incorporated herein by this reference. Any subsequent changes or modifications to such EM&V plan by the Commission shall be automatically incorporated into Exhibit D. SANBAG shall provide and comply with all Commission requests regarding activities related to such EM&V plan. SANBAG and its Contractors shall cooperate fully with the SCG Energy Efficiency Representative and

shall provide all requested information, if any, to assure the timely completion of all EM&V plan tasks requiring SANBAG's involvement or cooperation.

7. ADMINISTRATION OF PROGRAM

7.1. Decision-making and Approval.

7.1.1. Except as specifically provided in this Agreement, the following actions and tasks require consent of the Parties:

7.1.1.1. Any material modification to the Authorized Work in connection with the Program.

7.1.1.2. Any action that materially impacts the agreed-upon schedule for implementing the Program.

The foregoing is in addition to any other consent rights that an individual Party may have in this Agreement, including SoCalGas' consent right set forth in Section 6.2.7.

7.2. Document Retention. Unless otherwise specified in this Agreement, the Parties shall document all material Program decisions, including all actions specified in Section 7.1.1, in meeting minutes or if taken outside a meeting, through written communication, which shall be maintained in hard copy form on file by the Parties for a period of no less than ten (10) years after the expiration or termination of this Agreement.

7.3. Regular Meetings. During the term of this Agreement, the Energy Champion and the SCG Energy Efficiency Representative, along with those Program Participants as the Parties deem necessary or appropriate shall meet monthly at a location reasonably agreed upon by the Parties. In addition to any other agenda items requested by either Party, the agenda shall include a review of the status of each Program Participant's Program performance, deliverables, schedules and budget, toward achievement of the goals set forth in the PIP (Exhibit A), and the Program's progress towards meeting overall goals set forth in Exhibit B. Any decision-making shall be reached and documented in accordance with the requirements of Section 7.2.

7.4. Regular Communication. Regular communication among Program representatives is critical for the long-term success of the Program and achievement of Program goals and objectives. Notwithstanding Section 7.3, the Program representatives identified in writing by each Party pursuant to Sections 6.2.1 and 6.3.1, shall communicate regularly with each other to review the status of the Program's goals, deliverables, schedules and budgets, and plan for upcoming Program implementation activities, and to advise the other Party of any problems associated with successful implementation of the Program. Any decision-making during this communication process shall be reached and documented in accordance with the requirements of Section 7.2.

7.5. Non-Responsibility for Other Party. Notwithstanding anything contained in this Agreement in the contrary, a Party shall not be responsible for the performance or non-

performance hereunder of the other Party, nor be obligated to remedy the other Party's defaults or defective performance.

8. DOUBLE-DIPPING PROHIBITED

In performing its Authorized Work obligations, SANBAG shall implement the following mechanism and shall take other practicable steps to minimize Double-Dipping:

- 8.1. Prior to providing Financial Incentives or services to a Customer, SANBAG shall, and shall cause its Contractors to obtain a signed form from such Customer stating that:
 - 8.1.1. Such Customer has not received Financial Incentives or services for the same Energy Efficiency Measure from any SCG program or from another utility, state, or local program; and
 - 8.1.2. Such Customer agrees not to apply for or receive Financial Incentives or services for the same Energy Efficiency Measure from any SCG program or from another utility, state, or local program.
- 8.2. No Party shall knowingly provide a Financial Incentive to a Customer, or make payment to a Contractor, who is receiving compensation for the same product or service either through another ratepayer funded program, or through any other funding source.
- 8.3. SANBAG represents and warrants that it has not received, and will not apply for or accept Financial Incentives or services for any Energy Efficiency Measure provided for herein or offered pursuant to this Agreement or the Program from any other SCG program or from any other utility, state or local program.
- 8.4. The Parties shall take reasonable steps to minimize or avoid the provision of Financial Incentives or services for the same Energy Efficiency Measures provided under the Program from another program or other funding source ("Double-Dipping").

9. REPORTING

The Parties shall implement those reporting requirements set forth in Exhibit E attached hereto, as the same may be amended from time to time, or until the Commission otherwise requires or issues different or updated reporting requirements for the Program, in which case and at which time such Commission-approved reporting requirements shall replace the requirements set forth in Exhibit E in their entirety.

10. PAYMENTS

10.1. Partner's Budget

- 10.1.1. Maximum Budget: The Partner's Budget is set forth in Exhibit B to this Agreement and represents the maximum share of the Program's one (1) year Authorized Program Budget for funding the performance of the Program by SANBAG. Additionally, Exhibit B sets forth the maximum non-incentive budget

on a periodic basis during the Program. SANBAG shall not be entitled to compensation in excess of the Partner's Budget (either on a periodic basis or in total), without written authorization by SCG and receipt of a revised Exhibit B. Consistent with Commission directives to maximize cost-effectiveness and energy savings, the Partner's Budget set forth in Exhibit B may be reallocated or adjusted at any time by SCG at its sole discretion, based upon SCG's evaluation of SANBAG's commitment to, and progress toward the Program energy savings target, other general objectives, goals, and milestones set forth herein.

10.1.2. Tracking: SCG will track Program Expenditures against the objectives set forth in Section 4.2 hereof, including tracking (or estimating) achievement towards the specific energy savings targets set forth in Exhibit B, and will provide such tracking information to SANBAG on a regular basis, but in no event less than quarterly. The tracking will enable SCG to: (i) properly monitor and allocate the Authorized Program Budget to SANBAG according to its performance and achievement of its goals and objectives, and (ii) confirm or amend the Partner's Budget, set forth in Exhibit B hereto, based on Program's performance of the goals and objectives set forth in this Agreement.

10.1.3. Partner's Budget Adjustment: The Parties acknowledge that this Program is offered in furtherance of the Commission's strategic energy efficiency goals for California and is based on SANBAG's agreement to help achieve such goals and its desire to provide leadership to its community. To this end, in the event that SCG determines, in its sole discretion and through the tracking mechanism set forth in Section 10.1.2, that SANBAG is not performing in accordance with the goals and objectives set forth in this Agreement, then SCG shall have the unilateral right to reduce, eliminate, or otherwise adjust the Partner's Budget for the remaining Program year or years (other than for Program Expenditures previously committed by SANBAG and approved by SCG) by amending Exhibit B and providing the amended Exhibit B to SANBAG. Pursuant to this Section, any such amended Exhibit B shall automatically be incorporated into this Agreement and take effect immediately upon delivery from SCG to SANBAG.

10.1.4. Partner's Budget Categories

10.1.4.1. Non-Incentive Budget: The Partner's Budget is comprised of a non-incentive portion which includes separate categories for Administration, Marketing, Advertising & Outreach and Direct Implementation, all of which are more fully described in the Program Implementation Plan.

10.1.4.2. Incentive Budget: SCG will pay Financial Incentives out of SCG's Core Program budget at the then current rates and terms and up to 80% of project costs.

10.2. Program Expenditures. SANBAG, with SCG's prior approval, shall be entitled to spend authorized funds, within the limits of the Partner's Budget on Program Expenditures. SANBAG shall not be entitled to reimbursement of Program Expenditures for any item (i) not specifically identifiable to the Program, (ii) not

previously approved by SCG, (iii) not expended within the term of this Agreement, or (iv) not otherwise reimbursable under this Agreement.

10.3. Payment to SANBAG. In order for SANBAG to be entitled to Gas Surcharge funds for Program Expenditures (as further described in Section 25.3.1), SANBAG shall satisfy each of the following obligations:

10.3.1. SANBAG shall submit monthly activity reports and expenditure tracking to SCG in a format acceptable to SCG and containing such information as may be required for the reporting requirements set forth in Section 9 (“Monthly Reports”), by the tenth (10th) Calendar Day of the calendar month following performance, setting forth all Program Expenditures; and

10.3.2. SANBAG shall submit to SCG, together with any Monthly Report(s), monthly invoices for reimbursement of reported Program Expenditures, in a format acceptable to SCG, attaching all documentation reasonably necessary to substantiate the Program Expenditures, including, without limitation, the following:

10.3.2.1. Contractor Costs: Copies of all Contractor invoices. If only a portion of Contractor costs applies to the Program, SANBAG shall clearly indicate the line items or percentage of the invoice amount that should be applied to the Program as provided in Exhibit E.

10.3.2.2. Marketing, Advertising & Outreach: A copy of each distinct marketing material produced, with quantity of a given marketing material produced and the method of distribution.

10.3.2.3. Other Expenditures: As pre-approved by SCG, with sufficient documentation to support the expenditure.

10.3.2.4. Allowable Costs: Only those costs as listed in the Allowable Cost Table contained in the Reporting Requirements attached as Exhibit F can be submitted for payment. All invoices submitted to SCG must report all costs using the allowable cost elements shown on the Allowable Cost Table in Exhibit F.

SANBAG understands and acknowledges that all of SANBAG’s invoices for the Program and the Monthly Reports shall be submitted to SCG.

10.3.3. SCG reserves the right to reject SANBAG’s invoiced amounts for any of the following reasons:

10.3.3.1. The invoiced amount, when aggregated with previous Program Expenditures, exceeds the amount budgeted therefore in the Partner’s Budget for such Authorized Work (as set forth in Exhibit B).

- 10.3.3.2. There is a reasonable basis for concluding that such invoiced amount is unreasonable or is not directly identifiable to or required for the Authorized Work, or the Program.
- 10.3.3.3. The invoiced amount, in SCG's reasonable discretion, contains charges for any item not authorized under this Agreement or by the Commission, or is deemed untimely, unsubstantiated or lacking proper documentation.
- 10.3.4. SANBAG shall maintain for a period of not less than five (5) years following the termination of this Agreement all documentation reasonably necessary to substantiate the Program Expenditures, including the documentation set forth in Section 10.3.2. SANBAG shall promptly provide, upon the reasonable request by SCG, any documentation, records or information in connection with the Program or its Authorized Work.
- 10.3.5. SCG shall review and either approve, dispute or reject for payment reported Program Expenditures within twenty (20) Calendar Days of receipt of the Monthly Report and corresponding invoice. SCG shall pay all undisputed amounts after the ten (10) Calendar Day period described in Section 10.3.1, but within thirty (30) Calendar Days of receiving the Monthly Report and corresponding invoice.
- 10.4. Payment of Financial Incentives. Payment of Financial Incentives shall be made in accordance with the applicable SCG program requirements, including terms and conditions, installation data for EM&V process and only after appropriate program documents have been submitted and approved, and the appropriate inspections of each project have been completed to SCG's satisfaction.
- 10.5. Shifting Funds. SCG may shift funds within the Authorized Program Budget and/or shift funds within the Partner's Budget among budget categories (Administration, Marketing, Education & Outreach, Direct Implementation), which categories and budget amounts are set forth in Exhibit B. Such shifting may be made by SCG to the maximum extent permitted under, and in accordance with, Commission decisions and rulings to which the Program relates.
- 10.6. Reasonableness of Expenditures. SANBAG shall bear the burden of ensuring that its Program Expenditures are objectively reasonable. The Commission has the authority to review all Program Expenditures for reasonableness. Should the Commission, at any time, issue a finding of unreasonableness as to any Program Expenditure and require a refund or return of the funds paid in the reimbursement of such Program Expenditure, then SANBAG shall be solely liable for such refund or return.

11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

Unless this Agreement is terminated pursuant to Section 25, or unless otherwise agreed to by the Parties or so ordered by the Commission, the Parties shall complete all Program Administrative activities (as defined in the PIP) and all reporting requirements by no later than March 31, 2016, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2015.

12. FINAL INVOICES

SANBAG or their representatives must submit final invoices to SCG no later than March 31, 2016.

13. INDEMNITY

13.1. Indemnity by SANBAG. SANBAG shall indemnify, defend and hold harmless SCG, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) SANBAG's negligence or willful misconduct in SANBAG's activities under the Program or performance of its obligations hereunder, or (b) SANBAG's breach of this Agreement or of any representation or warranty of SANBAG contained in this Agreement.

13.2. Indemnity by SCG. SCG shall indemnify, defend and hold harmless SANBAG, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) SCG's negligence or willful misconduct in SCG activities under the Program or performance of its obligations hereunder or (b) SCG's breach of this Agreement or any representation or warranty of SCG contained in this Agreement.

13.3. LIMITATION OF LIABILITY. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY INCLUDING LOSS OF USE OF OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, COST OF REPLACEMENT POWER OR CLAIMS FROM CUSTOMERS, RESULTING FROM A PARTY'S PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE AUTHORIZED WORK OR TERMINATION OF THIS AGREEMENT.

14. OWNERSHIP OF DEVELOPMENTS

The Parties acknowledge and agree that SCG, on behalf of its Customers, shall own all data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") or other written, recorded, photographic or visual materials, or other deliverables produced in the performance of this Agreement; provided, however, that Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. Although SANBAG shall retain no ownership, interest, or title in the Developments except as may otherwise be provided in this Agreement, it will have a permanent, royalty free, non-exclusive license to use such Developments.

15. DISPUTE RESOLUTION

- 15.1. Dispute Resolution. Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this Section 15.
- 15.2. Negotiation and Mediation. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties' authorized representatives. The disputing Party shall give the other Party written notice of any dispute. Within twenty (20) Calendar Days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) Calendar Days of the first meeting, any Party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both Parties and shall conclude within sixty (60) Calendar Days of its commencement, unless the Parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Parties shall enter into a written agreement for the mediation services with each Party paying a pro rata share of the mediator's fee, if any. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association; provided, however, that no consequential damages shall be awarded in any such proceeding and each Party shall bear its own legal fees and expenses.
- 15.3. Confidentiality. All negotiations and any mediation conducted pursuant to Section 15.2 shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code shall apply, which Section is incorporated in this Agreement by reference.
- 15.4. Injunctive Relief. Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.
- 15.5. Continuing Obligation. Each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.
- 15.6. Failure of Mediation. If, after good faith efforts to mediate a dispute under the terms of this Agreement as provided in Section 15.2, the Parties cannot agree to a resolution of the dispute, any Party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue as provided in Section 35.

16. REPRESENTATIONS AND WARRANTIES

- 16.1. Representation of both Parties. Each Party represents and warrants, as of the Effective Date and thereafter during the term of this Agreement, that:

- 16.1.1. The Authorized Work performed by a Party and/or its Contractors shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of federal, state, local and foreign governments, and all agencies thereof.
- 16.1.2. The Authorized Work performed by a Party and/or its Contractors shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any proprietary rights of any person.
- 16.1.3. Each Party shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended and applicable regulations promulgated thereunder.
- 16.1.4. Each Party shall contractually require each Contractor it hires to perform the Authorized Work to indemnify each other Party to the same extent such Party has indemnified each other Party under the terms and conditions of this Agreement.
- 16.1.5. Each Party shall retain, and shall cause its Contractors to retain, all records and documents pertaining to its Authorized Work obligations for a period of not less than five (5) years beyond the termination or expiration of this Agreement.
- 16.1.6. Each Party shall contractually require all of its Contractors to provide the other Parties reasonable access to relevant records and staff of Contractors concerning the Authorized Work.
- 16.1.7. Each Party shall take all reasonable measures, and shall require its Contractors to take all reasonable measures, to ensure that the Program funds in its possession are used solely for Authorized Work, which measures shall include the highest degree of care that such Party uses to control its own funds, but in no event less than a reasonable degree of care.

17. INSURANCE AND PROOF OF INSURANCE

- 17.1. Each party shall maintain the following levels of insurance, or self-insurance coverage at all times during the term of this Agreement, with companies having an A.M. Best rating of "A, VIII" or better, or equivalent.
- 17.1.1. Commercial General Liability Insurance. Each party shall carry and maintain an "occurrence" form commercial general liability policy or policies, insuring against liability arising from bodily injury, death, property damage, personal and advertising injury, products/completed operations liability, contractual liability covering all operations of Party for Services performed under this Agreement. There shall be no explosion, collapse or underground exclusion. Such coverage shall be in an amount of not less than \$1,000,000.00 (One Million Dollars) per occurrence. If the policy maintains a policy aggregate, such aggregate shall not be less than twice the per occurrence limit.
- 17.1.2. Commercial Automobile Liability Insurance. Each Party shall maintain an automobile liability policy or policies insuring against liability for damages because

of bodily injury, death, or damage to property (including loss of use thereof), and occurring in any way related to the use by or on behalf of Party, in pursuit of the Services, including loading or unloading of any of Party's automobiles (including owned, non-owned, leased, rented/or hired vehicles). Such coverage shall be in an amount of not less than \$1,000,000.00 (One Million Dollars) combined single limit.

17.1.3. Workers' Compensation & Employers' Liability Insurance. In accordance with the laws of the State(s) in which the Work shall be performed, each Party shall maintain in force workers' compensation insurance for all of its employees. If applicable, each Party shall obtain U.S. Longshoremen's and Harbor Workers compensation insurance, separately, or as an endorsement to workers' compensation insurance. Each Party shall also maintain Employer's Liability coverage in an amount of not less than \$1,000,000.00 (One Million Dollars) per accident and per employee for disease. In lieu of such insurance, Party may maintain a self-insurance program meeting the requirements of the State(s) in which the Services shall be performed along with the required Employer's Liability insurance.

17.1.4. Professional Liability Insurance. If applicable, each Party shall maintain professional liability insurance or insurance policies insuring against liability arising out of professional activities, advice, counsel and other recommendations as contemplated under this Agreement or as might be required by federal, state, regional, municipal and local laws, in an amount of not less than \$5,000,000.00 per claim. If the policy maintains a policy aggregate, such aggregate shall not be less than \$10,000,000.00.

17.2. Evidence of Insurance. Upon request at any time during the term of this Agreement, a Party shall provide evidence that its insurance policies, or confirmation of Self-Insurance (and the insurance policies of any Contractor, as provided in Section 16.1.7) are in full force and effect, and provide the coverage and limits of insurance that the Party has represented and warranted herein to maintain at all times during the term of this Agreement.

17.3. Self-Insurance. If a Party is self-insured, such Party shall upon request forward documentation to the other Party that demonstrates that such Party self-insures as a matter of normal business practice before commencing the Authorized Work. Each Party will accept reasonable proof of self-insurance comparable to the above requirements.

17.4. Notice of Claims. Each Party shall immediately report to the other Party, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by such Party or its Contractors or such Party's receipt of notice or knowledge of any claim by a third party of any occurrence that might give rise to such a claim over \$100,000.

18. CUSTOMER CONFIDENTIALITY REQUIREMENTS

18.1. Non-Disclosure. SANBAG, its employees, agents and Contractors shall not disclose any Confidential Customer Information (defined below) to any third party during the term of this Agreement or after its completion, without SANBAG having

obtained the prior written consent of SCG, except as provided by law, lawful court order or subpoena and provided SANBAG gives SCG advance written notice of such order or subpoena.

- 18.2. Confidential Customer Information. “Confidential Customer Information” includes a SCG customer’s name, address, telephone number, account number and all billing and usage information, as well as any SCG customer’s information that is marked “confidential”. If SANBAG is uncertain whether any information should be considered Confidential Customer Information, SANBAG shall contact SCG prior to disclosing the customer information. “Confidential Customer Information” does not include any such information that: (1) was known to SANBAG prior to the Effective Date of this Agreement; (2) was lawfully obtained by SANBAG from a source other than SCG; or (3) is subject to disclosure under the California Public Records Act.
- 18.3. Non-Disclosure Agreement. Prior to any approved disclosure of Confidential Customer Information, SCG may require SANBAG to enter into a nondisclosure agreement.
- 18.4. Commission Proceedings. This provision does not prohibit SANBAG from disclosing non-confidential information concerning the Authorized Work to the Commission in any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.
- 18.5. Return of Confidential Information. Confidential Customer Information (including all copies, backups and abstracts thereof) provided to SANBAG by SCG, and any and all documents and materials containing such Confidential Customer Information or produced by SANBAG based on such Confidential Customer Information (including all copies, backups and abstracts thereof), during the performance of this Agreement shall be returned upon written request by SCG.
- 18.6. Remedies. The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section 18 and the obligations of the Parties are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 18 by any Party, the Party whose Confidential Customer Information is implicated in such breach shall be entitled to seek and obtain an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

19. TIME IS OF THE ESSENCE

The Parties hereby acknowledge that time is of the essence in performing their obligations under this Agreement. Failure to comply with milestones and goals stated in this Agreement, including those set forth in Exhibit B of this Agreement, may constitute a material breach of this Agreement, resulting in its termination, payments being withheld, the Partner’s Budget being reduced or adjusted, funding redirected by SCG to other programs or partners, or other Program modifications as determined by SCG or as directed by the Commission.

20. PROGRAM PARTICIPANTS' COMPLAINT RESOLUTION PROCESS

The Parties shall develop and implement a process for the management and resolution of Program Participants' complaints in an expedited manner including: (a) ensuring adequate levels of professional staff to address such complaints; (b) direct access of Program Participants' complaints to supervisory and/or management personnel; (c) documenting each Program Participant complaint upon receipt; and (d) directing any Program Participant complaint that is not resolved within five (5) Calendar Days of receipt by SANBAG to SCG.

21. RESTRICTIONS ON MARKETING

- 21.1. Use of Commission's Name. No Party may use the name of the Commission on marketing materials for the Program without prior written approval from the Commission staff. In order to obtain this written approval, SCG must send a copy of the planned materials to the Commission requesting approval to use the Commission name and/or logo. Notwithstanding the foregoing, the Parties shall disclose their source of funding for the Program by stating prominently on marketing materials that the Program is "funded by California ratepayers under the auspices of the California Public Utilities Commission."
- 21.2. Use of the SCG Name. SANBAG must receive prior review and written approval from SCG for the use of the SCG name, mark or logo on any marketing or other Program materials. SANBAG shall allow five (5) Business Days for SCG's review and approval. If SANBAG has not received a response from SCG within the five (5) Business Day period, then it shall be deemed that SCG has disapproved such use.
- 21.3. Use of SANBAG's Name. SCG must receive prior review and written approval from SANBAG for the use of SANBAG's name, marks or logos on any marketing or other Program materials. SCG shall allow five (5) Business Days for SANBAG's review and approval. If SCG has not received a response from SANBAG within the five (5) Business Day period, then it shall be deemed that SANBAG have disapproved such use.

22. RIGHT TO AUDIT

The Parties agree that the other Party, and/or the Commission, or their respective designated representatives, shall have the right to review and to copy any records or supporting documentation pertaining to their performance of this Agreement or the Authorized Work, during normal business hours, and to allow reasonable access in order to interview any staff of SANBAG or SCG who might reasonably have information related to such records. Further, the Parties agrees to include a similar right of the other Party and/or the Commission to audit records and interview staff in any subcontract related to performance of the Authorized Work or this Agreement.

23. STOP WORK PROCEDURES

SCG may suspend the Authorized Work being performed in its service territory for good cause (as determined by SCG in its sole discretion), including concerns relating to program

funding, implementation or management of the Program, safety concerns, fraud or excessive customer complaints, by notifying SANBAG in writing to suspend any Authorized Work being performed in SCG's service territory. Any performance of Authorized Work by SANBAG in SCG's service territory shall stop immediately, and SANBAG may resume its Authorized Work only upon receiving written notice from SCG that it may resume its Authorized Work.

24. MODIFICATIONS

Except as otherwise provided in this Agreement, changes to this Agreement shall only be valid through a written amendment to this Agreement signed by both Parties.

25. TERM AND TERMINATION

25.1. Term. This Agreement shall be effective as of the Effective Date. Subject to Section 37, the Agreement shall continue in effect until March 31, 2016 unless otherwise terminated in accordance with the provisions of Section 25.2 or 30.

25.2. Termination for Breach. Any Party may terminate this Agreement in the event of a material breach by the other Party of any of the material terms or conditions of this Agreement, provided such breach is not remedied within sixty (60) Calendar Days written notice to the breaching Party thereof from the non-breaching Party or otherwise resolved pursuant to the dispute resolution provisions set forth in Section 15 herein.

25.3. Effect of Termination. Any termination by SANBAG or by SCG shall constitute a termination of this Agreement in its entirety (subject, however, to the survival provisions of Section 37).

25.3.1. Subject to the provisions of this Agreement, SANBAG shall be entitled to Gas Surcharge funds for all Program Expenditures incurred or accrued pursuant to contractual or other legal obligations for Authorized Work up to the effective date of termination of this Agreement, provided that any Monthly Reports or other reports, invoices, documents or information required under this Agreement or by the Commission are submitted in accordance with the terms and conditions of this Agreement or as may be required by the Commission. The provisions of this Section 25.3.1 shall be SANBAG's sole compensation resulting from any termination of this Agreement, except as provided in Section 13.2.

25.3.2. In the event of termination of this Agreement in its entirety, SANBAG shall stop any Authorized Work in progress and take action as directed by SCG to bring the Authorized Work to an orderly conclusion, and the parties shall work cooperatively to facilitate the termination of operations and of any applicable contracts for Authorized Work.

26. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by facsimile, nationally

recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

SANBAG:

San Bernardino Association of Government
Nicole Soto, Management Analyst
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Tel: (909) 884-8276
Fax: (909) 885-4407
Email: nsoto@sanbag.ca.gov

SCG:

Southern California Gas Company
Becky Estrella, Energy Programs Supervisor
1981 W. Lugonia Avenue, SC8013
Redlands, CA 92374
Tel: (909) 335-7992
Fax: (909) 335-7995
Email: BEstrella@semprautilities.com

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, two (2) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

27. CONTRACTS

Each Party shall, at all times, be responsible for its Authorized Work obligations, and acts and omissions of Contractors and persons or entities otherwise directly or indirectly employed by such Party for services in connection with the Authorized Work. Each Party shall require its Contractors to be bound by terms and conditions which are the same or similar to those contained in this Agreement.

28. RELATIONSHIP OF THE PARTIES

The Parties shall act in an independent capacity and not as officers or employees or agents of each other. This Agreement is not intended to and does not form any “partnership” within the meaning of the California Uniform Partnership Act of 1994 or otherwise.

29. NON-DISCRIMINATION CLAUSE

No Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (40 and over), marital status, and denial of family care leave. Each Party shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing

Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Each Party represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions of this clause in all contracts for its Authorized Work obligations.

30. COMMISSION/SCG AUTHORITY TO MODIFY OR TERMINATE

This Agreement and the Program shall at all times be subject to the discretion of the Commission, including review and modifications, excusing a Party's performance hereunder, or termination as the Commission may direct from time to time in the reasonable exercise of its jurisdiction. In addition, in the event that any ruling, decision or other action by the Commission adversely impacts the Program, SCG shall have the right to terminate this Agreement in accordance with the provisions of Section 25 by providing at least ten (10) Calendar Days' prior written notice to SANBAG setting forth the effective date of such termination. Notwithstanding the right to terminate, the Parties agree to share in the responsibility and to abide by Commission energy policy supporting this Program. The Parties agree to use all reasonable efforts to minimize the adverse impact to a Party resulting from such Commission actions, including modification of the required energy savings goals set forth in Section 4.2 which are fundamental to this Agreement.

31. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically stated in writing.

32. ASSIGNMENT

No Party shall assign this Agreement or any part or interest thereof, without the prior written consent of the other Party, and any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, if SCG is either requested or required by the Commission to assign its rights and/or delegate its duties hereunder, in whole or in part, such assignment or delegation shall not require SANBAG's consent and SCG shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.

33. FORCE MAJEURE

Failure of a Party to perform its obligations under this Agreement by reason of any of the following shall not constitute an event of default or breach of this Agreement: strikes, picket lines, boycott efforts, earthquakes, fires, floods, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including any agency or department of the United States of America or the State of California), acts of terrorism, acts of the public enemy, rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, or other causes which are beyond the reasonable control of such Party.

34. SEVERABILITY

In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants, or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect, unless a court, regulatory agency, or other regulatory body holds that the provisions are not separable from all other provisions of this Agreement.

35. GOVERNING LAW; VENUE

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Any action brought to enforce or interpret this Agreement shall be filed in Los Angeles County, California.

36. INTERPRETATION

Section headings appearing in this Agreement are for convenience only and shall not be construed as interpretations of text. All terms used in the singular will be deemed to include the plural, and vice versa. The words “herein,” “hereto,” and “hereunder” and words of similar import refer to this Agreement as a whole, including all exhibits or other attachments to this Agreement, as the same may from time to time be amended or supplemented, and not to any particular subdivision contained in this Agreement, except as the context clearly requires otherwise. “Includes” or “including” when used herein is not intended to be exclusive, or to limit the generality of the preceding words, and means “including without limitation.” The word “or” is not exclusive.

37. SURVIVAL

Notwithstanding completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement which by their nature survive such completion or termination. Such provisions shall include Sections 9, 10, 13, 14, 15, 18, 22, 35 and 38 of this Agreement.

38. ATTORNEYS’ FEES

Except as otherwise provided herein, in the event of any legal action or other proceeding between the Parties arising out of this Agreement or the transactions contemplated herein, each Party in such legal action or proceeding shall bear its own costs and expenses incurred therein, including reasonable attorneys’ fees.

39. COOPERATION

Each Party agrees to cooperate with the other Parties in whatever manner is reasonably required to facilitate the successful completion of this Agreement.

40. ENTIRE AGREEMENT

This Agreement (including all of the Exhibits and Attachments hereto which are incorporated into this Agreement by this reference) contains the entire agreement and understanding between the Parties and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Agreement.

41. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

SAN BERNARDINO ASSOCIATION OF GOVERNMENTS

By: _____
Signature

Name: Ryan McEachron

Title: Board President

Date: _____

SOUTHERN CALIFORNIA GAS COMPANY

By: _____
Signature

Name: _____
Frank Spasaro

Title: Partnerships & Finance Manager

Date: _____

Attachment: 15-1001307 SoCalGas Agreement_Final [Revision 2] (1961 : San Bernardino Regional Energy Leadership Partnership)

EXHIBITS

- Exhibit A - 2013-2015 Program Implementation Plan**
- Exhibit B - 2015 Goals & Program Budget**
- Exhibit C - SANBAG Labor Rate Schedule**
- Exhibit D - EM&V Plan**
- Exhibit E - Reporting Requirements**
- Exhibit F - Allowable Costs**

**2013-2015 Energy Efficiency Programs
Local Government Partnership Program
Program Implementation Plan (Exhibit A)**

- 1. Program Name:** San Bernardino Regional Energy Partnership
Program ID: SCG 3802
Program Type: Local Government Partnership

2. Program Element Description and Implementation Plan

a) List of Program Elements

The three core program elements are similar to those identified in the Master Program Implementation Plan (PIP):

- Element A - Government Facilities,
- Element B - Strategic Plan Activities, and;
- Element C - Core Program coordination.

b) Overview

San Bernardino County has a population of over 2,035,210 people. With an area of 20,105 square miles, San Bernardino County is the largest county in the United States by area. It is larger than nine states, larger than the four smallest states combined, and larger than 71 sovereign nations. Located in southeast California, this vast county stretches from thinly populated deserts along the Nevada and Arizona borders, to more densely populated urban areas adjacent to Los Angeles County.

San Bernardino Associated Governments (SANBAG) serves 25 incorporated communities in the San Bernardino County west of Los Angeles in Southern California. Of these 25 incorporated communities, eight are currently participating in either a single city or multi-city Southern California Gas Company (SoCalGas) Partnership, or are not served by SoCalGas and two currently provide their own electricity and will not be an active part of the Partnership. Although the City of Colton, and Needles, are not served by Southern California Edison (SCE) and will not be an active participant in the Partnership, SoCalGas is able to support the municipally served cities as needed.

The San Bernardino Regional Energy Partnership will be a joint partnership with both SoCalGas and SCE with San Bernardino Association of Governments as the implementer. The goal of the San Bernardino Regional Energy Partnership is to provide an Energy Efficiency (EE) Partnership program to the remaining 14 cities through SoCalGas. This includes the cities of Chino, Chino Hills, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Rialto, City of Twenty nine Palms, City of Upland, Yucaipa, and Town of Yucca Valley. SCE, through the Partnership, will also partner with the City of Big Bear Lake, which is not served by SoCalGas.

SANBAG Member Cities:

City of Adelanto*	City of Hesperia*	City of Rialto
Town of Apple Valley*	City of Highland	City of San Bernardino*

Attachment: Exhibit A - SoCalGas - 15-1001307 (1961 : San Bernardino Regional Energy Leadership Partnership)

**2013-2015 Energy Efficiency Programs
Local Government Partnership Program
Program Implementation Plan (Exhibit A)**

City of Barstow*	City of Loma Linda	County of San Bernardino*
City of Big Bear Lake***	City of Montclair	City of Twenty nine Palms
City of Chino	City of Needles**	City of Upland
City of Chino Hills	City of Ontario	City of Victorville*
City of Colton**	City of Rancho Cucamonga	City of Yucaipa
City of Fontana	City of Redlands*	Town of Yucca Valley
City of Grand Terrace		

*These agencies are already participating in either joint or individual energy leader partnership efforts with SCE and/or SCG and therefore will not be included in the San Bernardino Regional Energy Partnership.

**The City of Colton and the City of Needles both have public utilities that provide electricity and therefore will not be included in the San Bernardino Regional Energy Partnership.

*** SoCalGas does not serve the City of Big Bear Lake.

The proposed program provides an infrastructure for the region to assist in raising awareness of energy efficiency (EE) and in completing targeted retrofit and retro-commissioning projects in city/town facilities. The program will provide energy education, retrofit assistance, and retro-commissioning as well as design consultation and energy analysis of new construction and renovation project plans. Analysis of city facilities, concentrating on an integrated approach will be conducted to identify energy and demand reduction projects with energy conservation measure alternatives to optimize the energy and environmental performance of a new building design or extensive retrofit project in each of the targeted cities/towns thereby encouraging deep energy retrofits. The newly proposed Partnership qualifies under the CPUC's expansion rules covering Deep Retrofits as described below within Section 3.c.

SoCalGas and SCE's objectives for the Local Government Partnerships include:

- Short and Long-term energy savings and demand reduction for Local Government organizations and the communities they serve as well as a reduction of greenhouse gas (GHG) emissions. Jurisdictions will leverage their local infrastructure to "spread the word" about EE and deepen the reach of statewide and local programs and services.
- An EE ethic resulting from delivery of energy information to the communities, training and education for local government facility managers, energy managers and other staff in use of best practices methodology for identifying and implementing EE opportunities in their facilities.

The primary objectives for the San Bernardino Regional Energy Partnership include:

- Promote integrated EE through identifying/assisting in the coordination of opportunities for cost-effective implementation of natural gas and electric energy-saving technologies.
- Coordinate community outreach and training efforts to educate consumers and promote programs.
- Identify/offer financial packages that bundle practical utility incentives with various monetary incentives aimed at improving the participation of residents, businesses and local government agencies.

**2013-2015 Energy Efficiency Programs
Local Government Partnership Program
Program Implementation Plan (Exhibit A)**

While several cities in the region either have their own electrical utility or have formed successful individual city partnerships or sub-regional partnerships, the San Bernardino Regional Energy Efficiency Partnership seeks to include the remaining agencies within San Bernardino County to promote EE in order to realize reductions and/or delays in the need for costly infrastructure investments related to energy production and transmission for future population growth within the region itself.

Population growth, transportation needs, and the political environment have brought energy issues to the limelight for all of California, particularly the San Bernardino region. Several years ago, California experienced a major energy crisis bringing this issue to the attention of state and local governments, primarily due to the dependence on out-of-state energy. With such dependence on increasingly expensive and unstable foreign oil and the negative environmental impacts associated with some sources of energy creation/consumption, the region has begun to look for alternative strategies to meet its energy needs. Achieving EE and stability is necessary for achieving a high quality of life in any area. As a result, the San Bernardino region is turning towards strategies that promote renewable resources and clean technologies as well as self-generation.

Core Program Element A: Government Facilities

This area will attempt to deliver energy savings during the next year. Every local government that participates in the partnership will attempt to achieve specified energy savings and GHG reductions from the facilities and infrastructure that it manages through technology retrofits, operational improvements and policy changes. Participating local governments will take advantage of partnership incentives for municipal facilities and, wherever possible, of eligible rebate, incentive and technical assistance programs offered by their serving utilities.

A.1) Retrofit of county and municipal facilities

The 14 participating jurisdictions within the San Bernardino Associated Governments that will be participating in the San Bernardino Regional Energy Partnership maintain several hundred municipal buildings. The participating jurisdictions of SANBAG will work with SoCalGas and SCE to implement EE projects identified at their municipal facilities. The audits will identify new opportunities through conducting assessments for city facilities through Technical Assistance and Support. The assessments are intended to be an ongoing process throughout 2015 and will support jurisdictions with opportunities to prioritize their municipal energy efficiency projects.

As a new Partnership, the San Bernardino Regional Energy Partnership will in addition to targeting under-served and hard to reach customer segments, optimize energy savings through deep retrofits in accord with the CPUC's expansion rules covering Deep Retrofits as described below within Section 3.c. Potential deep retrofits EE measures may include but are not limited to HVAC systems, Retro-Commissioning, Hot Water Heating & Space

**2013-2015 Energy Efficiency Programs
Local Government Partnership Program
Program Implementation Plan (Exhibit A)**

Heating retrofits. The Partnership has established a savings target of 4,900 therms from municipal facilities which will be funneled to core rebate and incentive programs.

A.2) Retro-Commissioning (of buildings or clusters of buildings)

The CPUC has identified deep retrofits as an area of focus during the 2013 – 2015 Transition Cycle. The San Bernardino Associated Governments intends to achieve this new focus via a greater emphasis on Retro-Commissioning. This will provide a systematic whole system approach to EE. Many chronic building problems and energy waste can be resolved by making the low-cost or no-cost adjustments identified by the Retro-Commissioning process.

A.3) Integrating Demand Response into the audits

All retrofit projects will be assessed for opportunities to reduce peak demand. Where feasible and where financing opportunities exist, solar, and other alternatives energy projects will be considered for project inclusion.

A.4) Technical assistance for project management, training, audits, etc.

Each partnership has a specific budget for each of these elements. Standard programs available include EE training, energy audits, and technical assistance in alignment with the Master PIP. The San Bernardino Associated Governments already has professional technical support under contract and will explore opportunities to extend this support to its 14 member cities. It is intended that this technical support will include training and education for local government facility managers, energy managers and other staff in use of best practices methodology for identifying and implementing energy efficiency opportunities in their facilities. Additionally, assistance will be provided on the analysis of city facilities that will be conducted to identify demand reduction projects with energy conservation measure alternatives.

A.5) Financing Options/On-Bill Financing

The Partnership will provide information regarding financing options, including On-Bill Financing, revolving EE funds, and other potential projects and financing instruments that can assist with the upfront costs of energy efficiency retrofits.

Core Program Element B: Strategic Plan Support

B.1) Code Compliance Support

The San Bernardino Regional Energy Partnership will encourage a culture of energy code compliance improvement and will develop various strategies across the partnering cities to improve compliance with building energy standards and appliance regulations. The partnership will conduct focused energy code training targeted to the San Bernardino region including workshops for municipal planning and building staff, building professionals, and contractors.

B.2) Reach Code Support

The partnership will work toward establishing meaningful CEC-approved Reach codes as part of its effort to add value to EE in alignment with the strategies stated in the Master

**2013-2015 Energy Efficiency Programs
Local Government Partnership Program
Program Implementation Plan (Exhibit A)**

PIP. This activity will follow the proposed path described in the Codes & Standards (C&S) PIP.

B.3) Guiding Document(s) Support

The San Bernardino Regional Energy Partnership objectives will include development and support of Energy Action Plans and Climate Action Plans to document baseline energy use and emissions, as well as establishing documentation in alignment with the strategies as described in the Master PIP. These baselines will be used to set and achieve emission reductions and energy savings. Individual city plans will be used to develop a regional energy savings plan.

B.4) Financing for the community

The San Bernardino Regional Energy Partnership will provide education and outreach programs for the partnership communities in alignment with the strategies as described in the Master PIP. The partnership will coordinate with any available community financing programs, including the existing Property Assessed Clean Energy (PACE) program, marketed as the HERO Program.

B.5) Peer to Peer Support

The San Bernardino Regional Energy Partnership will actively participate and support peer-to-peer collaboration through forums and best practice sharing with partnering cities and through the strategies as described in the Master PIP. This will expedite the process of learning curve of how partnership operates and increase the knowledge of EE to better serve the communities. The partnership will encourage the participating cities to attend training, access to information and exchange best practices with other cities.

Core Program Element C: Core Program Coordination

C.1) Outreach & Education

The partnership will establish a comprehensive Marketing Education & Outreach (ME&O) Plan that will be expanded to incorporate: deep retrofit strategies among the 14 member cities and their business communities including but not limited to Retro-Commissioning, Energy Upgrade California, educational workshops to assist cities in moving forward with energy savings projects, policies, codes, and ordinances; general awareness events and exhibits to publicize the partnership and its goals throughout the communities (including environmental fairs and expos); marketing EE programs through a variety of media channels including mailers, press releases, and quarterly e-newsletters; and special workshops, as well as co-branding and program leveraging throughout the 14 cities.

C.2) Residential and Small Business Direct Install

No Direct Install initiatives are planned at this time through SoCalGas. The partnership will promote outreach efforts to support and coordinate with the SoCalGas' and SCE's core programs and Third Party Programs for San Bernardino commercial and small business customers as well as leverage existing member cities chambers of commerce, bill mailing inserts, and municipal publications to distribute information and drive greater participation.

**2013-2015 Energy Efficiency Programs
Local Government Partnership Program
Program Implementation Plan (Exhibit A)**

C.3) Third-party program coordination

The partnership will actively support third party programs through the strategies as described in the Master PIP. The Partnership will continue to cultivate the relationship with both residential and commercial third party programs and deliver the message and venues to the City and the community as expressed in the Master PIP.

C.4) Retrofits for ESA-qualified customers

The partnership will support retrofits for those who qualify for this program through active outreach and marketing. The Partnership will invite Energy Savings Assistance (ESA) Program Managers to Partnership meetings to present the program offerings and assist Cities to reach out to the community through marketing and outreach events.

C.5) Technical assistance for program management, training, audits, etc.

The Partnership plans to utilize a portion of its resources to this particular activity. The Core Programs provided by SoCalGas and SCE will be utilized to reach their appropriate audience and will work continuously to identify other programs that may serve the constituents of the participating jurisdictions more effectively. These programs may include, but are not limited to: Savings by Design (SBD), Home Energy Efficiency Rebates (HEER), Water Heater Rebates, Express Efficiency, Retro-Commissioning, Upgrade California, Comprehensive Manufactured Home, Multi-family Energy Efficiency Rebate (MFEER) Program, Home Energy Efficiency Survey (HEES) Program, and ESA, Middle Income Direct Install (MIDI), etc. The Partnership will also coordinate with the SoCalREN programs.

c) Non-incentive services

The San Bernardino Regional Energy Partnership will leverage its portfolio of ME&O activities to deliver non-incentive services such as those listed below. These non-incentive services are designed to increase community enrollment in energy core programs and participation in SoCalGas and SCE services and resources:

- Account Executive/Manager support;
- Training at the SoCalGas' Energy Resource Center (ERC) and SCE's Energy Education Center in Irwindale;
- Speakers bureau;
- Limited giveaways such as opportunity drawings and EE Starter Kits, and free CFLs;
- Scheduling special events such as SCE's Operation Lamp Exchange;
- Marketing;
- Design and printing of brochures and other collateral materials; and
- Media/Press/Publicity support.

d) Target audience

The target audience consists of City and county staff, management and policymakers (elected officials), and residential and business customers in the San Bernardino region.

**2013-2015 Energy Efficiency Programs
Local Government Partnership Program
Program Implementation Plan (Exhibit A)**

3. Program Element Rationale and Expected Outcome

a) Quantitative Baseline and Market Transformation Information

By its nature, market transformation occurs as a result of numerous factors and programs, not single sub-programs. Therefore, all metrics and goals are proposed at the highest program level. Please refer to the quantitative baseline and market transformation discussion, presented in the overarching PIP section.

Program/Element	Baseline Metric		
	Metric A	Metric B	Metric C
Program/Element	N/A	N/A	N/A

b) Market Transformation Information

By its nature, market transformation occurs as a result of numerous factors and programs, not single sub-programs. Therefore, all metrics and goals are proposed at the highest program level. Please refer to the quantitative baseline and market transformation discussion, presented in the overarching PIP.

Program/Element	Market Transformation Planning Estimates
Program/Element	2015
Metric A	N/A
Metric B	N/A
Metric B	N/A
Etc.	N/A

c) Statement of Compliance with Deep Retrofits Mandate for New and Expanded Partnerships

The newly proposed SoCalGas and SCE partnership will have a special emphasis on Deep Retrofit targets, which will have the partnership demonstrate the installation of one or more measures from the following menu. A project may also be defined across IOU's (e.g., joint SoCalGas and SCE project):

HVAC solutions	Refrigeration solutions*
Targeted Advanced-technology Lighting solutions (i.e., LED)*	Water-Energy nexus solutions
Water Heating	RetroCommissioning
Combined electricity and gas measures	

**2013-2015 Energy Efficiency Programs
Local Government Partnership Program
Program Implementation Plan (Exhibit A)**

Process Solutions

*Identifies electric measures which are applicable to SCE only and SoCalGas will not provide incentives for these measures.

4. Other Program Element Attributes

a) **Best Practices**

The San Bernardino Regional Energy Partnership will embody the best practices strategies described in the Master PIP.

b) **Innovation**

With local governments being well aware of the social and economic dynamics of their businesses and residents, institutional knowledge at both the individual and collaborative level will be leveraged. City officials will be recruited and utilized as advocates. City facilities will be enrolled into different energy programs. There will be periodic team meetings during which agencies can engage in peer-to-peer problem solving. Energy initiatives and commitment to addressing energy issues will be required to be incorporated into new and existing Energy Action Plans. Workshops, events and presentations will empower the communities and their local government with the knowledge needed to recognize concepts and benefits. The significant benefits of EE demand response (DR) and renewable resources will be the foundation for training focused on behavioral change and sustainable participation.

c) **Interagency coordination**

Through the participation of SoCalGas and SCE, all partners of the San Bernardino Associated Governments (SANBAG), a comprehensive and integrated approach to EE, natural gas efficiency, water efficiency as well as wastewater, storm water and potable water capital projects will be identified and developed ensuring that the municipalities are as energy efficient as possible. The San Bernardino Regional Energy Partnership through its local government and consulting network will encourage coordination with agencies and initiatives as noted within the Master PIP as well as with the participating IOUs, SCE and SoCalGas.

d) **Integrated/coordinated Demand Side Management**

The IOU's have identified Integrated Demand Side Management (IDSM) as an important priority. As a result they have proposed the establishment of a Statewide Integration Task Force (Task Force). Local Government partnerships will monitor the progress of the

Statewide IDSM efforts and work closely with the Task Force to identify comprehensive integration approaches and to implement best practices. See Master PIP.

**2013-2015 Energy Efficiency Programs
Local Government Partnership Program
Program Implementation Plan (Exhibit A)**

- e) **Integration across resource types (energy, water, air quality, etc.)**
The partnership promotes comprehensive sustainability, including water conservation, solid waste management, and alternative mobility.

- f) **Pilots**
No pilots are planned at this time through this partnership.

- g) **EM&V**
Not applicable to this program.

5. Partnership Program Advancement of Strategic Plan Goals and Objectives:

Although the Strategic Plan is in the process of being updated, the Partnership will target the existing Strategic Plan Objectives until the Strategic Plan, Local Government Chapter is updated.

Table 6

California Long Term Energy Efficiency Strategic Plan (Strategic Plan) Strategy	Program Approach to Achieving Strategic Plan Goal
1-1: Develop, adopt and implement model building energy codes (and/or other green codes) more stringent than Title 24's requirements, on both a mandatory and voluntary basis; adopt one or two additional tiers of increasing stringency.	Several jurisdictions have adopted green building codes. Training and information will be provided to cities about Title 24 and ways to encourage more stringent energy codes on a voluntary basis.
1-2: Establish expedited permitting and entitlement approval processes, fee structures and other incentives for green buildings and other above-code developments.	The Partnership will offer training and educational workshops for jurisdictions planning and building department staff regarding opportunities for expedited permitting and other incentives, green building codes and energy efficient design.
1-3: Develop, adopt and implement model point-of-sale and other point-of transactions relying on building ratings.	The potential for this will be evaluated.
1-4: Create assessment districts or other mechanisms so property owners can fund EE through city bonds and pay off on property taxes; develop other EE financing tools.	SANBAG has already developed a multi-million dollar regional Program, (HERO) for residents and businesses in San Bernardino County to implement energy efficient improvements using low-interest loans that would be repaid over time through annual tax payments. California law allows for local jurisdictions to enter into contractual assessments with property owners for such improvements.
1-5: Develop broad education program and peer-to-peer support to local governments to adopt and implement model reach codes.	The Partnership will work to enhance education and peer-to-peer support for local governments.

**2013-2015 Energy Efficiency Programs
Local Government Partnership Program
Program Implementation Plan (Exhibit A)**

California Long Term Energy Efficiency Strategic Plan (Strategic Plan) Strategy	Program Approach to Achieving Strategic Plan Goal
1-6: Link emission reductions from “reach” codes and programs to CARB’s AB 32 program	The potential for this will be evaluated.
2-2: Dramatically improve compliance with and enforcement of Title 24 building code, and of HVAC permitting and inspection requirements (including focus on peak load reductions in inland areas).	The Partnership will support the development of training and education programs.
2-3: Local inspectors and contractors hired by local governments shall meet the requirements of the energy component of their professional licensing (as such energy components are adopted).	The potential for this will be evaluated.
3-1: Adopt specific goals for efficiency of local government buildings	Various opportunities for improved efficiency, including environmentally preferred purchasing policies, and incentives will be shared with the cities.
3-2: Require commissioning for new buildings, and re-commissioning and retro-commissioning of existing buildings.	Energy efficiency upgrades and retro-commissioning of municipal facilities is a major goal.
3-4: Explore creation of line item in local governments’ budgets or other options that allow EE cost savings to be returned to the department and/or projects that provided the savings to fund additional efficiency.	The potential for this will be evaluated.
3-5: Develop innovation Incubator that competitively selects initiatives for inclusion in local government pilot projects.	The potential for this will be evaluated and explored with participating jurisdictions to see if it could be effective.
4-1: Local governments commit to clean energy/climate change leadership.	The potential for this will be evaluated.
4-2: Use local governments’ general plan energy and other elements to promote energy efficiency, sustainability and climate change.	Energy efficiency efforts will be integrated with climate action leadership.
4-4: Develop local projects that integrate EE/DSM/water/wastewater end use.	Training and educational opportunities to explore ways to promote energy efficiency, sustainability and greenhouse gas reduction through general plans and community planning will be sought.
4-5: Develop EE-related “carrots” and “sticks” using local zoning and development authority.	The potential for this will be evaluated.

EXHIBIT B-2

**SOUTHERN CALIFORNIA GAS COMPANY
2015 GOALS & SAN BERNARDINO REGIONAL ENERGY PARTNERSHIP
BUDGET**

Natural Gas Savings Target:

	2015¹
SCG	4,900 Therms

Other non-resource goals are contained in the SoCalGas PIP in Exhibit B-TBD

2015 SoCalGas San Bernardino Regional Energy Partnership Budget

2015 San Bernardino Regional Energy Partnership Total Non-Incentive Budget		\$149,601
SoCalGas Incentives From SoCalGas Core Programs ²		\$4,900
SCG Authorized Budget		
SCG Administrative Other	\$30,477	
SCG Administrative Overhead	\$7,124	
Total Utility Authorized Budget	\$37,601	
SANBAG Authorized Budget		\$112,000
2015 Total Non-incentive Program Budget		\$149,601

**Projected Allocations for San Bernardino Regional Energy Partnership
Authorized Budget \$112,000**

	2015
Administration	\$15,000
Marketing & Outreach	\$12,000
Direct Implementation	\$85,000
Incentives ⁽²⁾	\$4,900

¹ 2015 Budget was approved by the CPUC to be the third year of the 2013-2014 Program. Unspent funding from 2013-2014 may be used with the 2015 approved budget.

² Incentive is a part of SoCalGas Core Program's Incentive Budget. The incentive level is \$1.00 per therm for calculated measures or 80% of the equipment cost, whichever is the lesser of the two. Incentives for deemed measures are in accordance with the incentive levels for the applicable SoCalGas Core Programs.

Exhibit C**SANBAG's Labor Rate Schedule****SANBAG's Fully Burdened Labor Rates:**

Position	Fully Burdened Labor Rate⁽¹⁾
General Counsel	\$378.80
Director of Management Services	\$145.20
Management Analyst	\$73.33
Sr. Administrative Assistant	\$52.12
Administrative Assistant	\$45.02
Intern	\$12.00

⁽¹⁾ Fully Burdened Labor Rates are subject to change

The rates set forth in this Exhibit C may be modified only with prior written approval from SoCalGas' program manager. Such modifications will not require formal written amendment of this Agreement.

Exhibit E – Reporting Requirements

Note: *This set of requirements may be updated periodically.*

1. Program Reporting

Contractor shall provide the COMPANY with the requisite information on the prior month's activities, accomplishments, and expenditures related to its respective Authorized Work obligations using COMPANY's invoicing and reporting system.

2. Monthly Report

2.1 Program Data – A spreadsheet table or tables listing which includes the following information:

Program Costs (cost reported cumulative-to-date [also referred to as inception-to-date])

- a. Program identification number as provided by the COMPANY Representative
- b. Program name
- c. Total cumulative program authorized budget as adopted by the CPUC
- d. Total cumulative program operating budget which includes any mid-course budget modifications (e.g., fund shifts)
- e. Total cumulative program expenditures
- f. Total program expenditures for the report month
- g. Total cumulative commitments (limited to incentive commitments)

Program Impacts (cost reported cumulative-to-date [also referred to as inception-to-date])

n/a

2.2 Program Changes/New Program Information

If applicable, the following information should be reported in the Monthly Report

- a. Identification of program with operating budgets reduced during the report month
- b. Identification of program with operating budgets increased during the report month
- c. Identification of program terminated during the report month
- d. Identification of program measure changes – additions or eliminations
- e. Identification of program measure incentive changes

3. Quarterly Report

3.1 Portfolio Benefit/Cost Metrics (Cumulative to Date)

n/a

3.2 E3 Calculator

n/a

Schedule B – Scope of Work

3.3 Expenditures for the Program per cost

- a. CPUC Authorized Budget
- b. Operating Budget
- c. Total Expenditures
 - i. Administrative Cost
 - ii. Marketing/Advertising/Outreach Costs
 - iii. Direct Implementation

3.4 GBI Report – Progress towards achieving goals of the Green Building Initiative, if applicable (Cumulative results)

- a. Estimate of expenditures on program activities that contribute towards GBI goals (including both public and non-public commercial participants)
- b. n/a
- c. n/a
- d. A description of non-resource program activities that support the Green Building Initiative, including marketing and outreach activities
- e. Estimate of square footage affected by program activities supporting the Green Building Initiative
- f. n/a

3.5 Program Narratives – For the Program, a description of the program activities occurring during the quarter should include:

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Implementer’s assessment of program performance and program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.)
- e. For non-resource programs and program elements (programs or program elements that are not claiming direct energy impacts), a discussion of the status of program achievements
- f. Discussion of changes in program emphasis (new program elements, less or more emphasis on a particular delivery strategy, program elements discontinued, update on successful or unsuccessful measure(s) etc.)
- g. Discussion of near term plans for the Program over the coming months (e.g., marketing and outreach efforts that are expected to significantly increase program participation, etc.)
- h. Changes to staffing and staff responsibilities, if any
- i. Changes to contacts, if any
- j. Changes to subcontractors and subcontractor responsibilities, if any
- k. Number of customer complaints received
- l. Program Theory and Logic Model if not already provided in the Program’s implementation plan, or if revisions have been made

Schedule B – Scope of Work

4. Annual Reports

The Contractor will be required to fulfill the CPUC's annual reporting obligations for their program.

5. Reporting Terminology Definitions

Adopted Program Budget – The program budget as it is adopted by the CPUC. Inclusive of costs (+/-) recovered from other sources.

Operating Program Budget – The program budget as it is defined by the program administrators for internal program budgeting and management purposes. Inclusive of costs (+/-) recovered from other sources.

Direct Implementation Expenditures – Costs associated with activities that are a direct interface with the customer or program participant or recipient (e.g. contractor receiving training).

Report Month – The month for which a particular monthly report is providing data and information. For example, the report month for a report covering the month of July 2010, but prepared and delivered later than July 2010 would be July 2010.

Program Strategy – The method deployed by a program in order to obtain program participation.

Program Element – A subsection of a program, or body of program activities within which a single program strategy is employed. (Example: A body of program activities employing both an upstream rebate approach and a direct install approach is not a single program element.)

6. Measure Classification

n/a

7. Allowable Costs – Refer to Exhibit E

Exhibit E contains a letter from the CPUC dated October 22, 2009 regarding how costs should be categorized per D. 9-09-047) and the Allowable Costs Table from the *Administrative Law Judge's Ruling on Reporting Requirements*, February 21, 2006 (Docket No. 01-08-028) . The letter includes guidance to questions posed regarding: energy efficiency portfolio administrative costs and IOU Proposed Mapping of CPUC's Adopted Definitions, category cost caps and category cost targets.

The letter and guidance supplement the Allowable Costs Table without changing the specific table. Contractor should rely on both the CPUC letter and the Allowable Costs Table to categorize costs invoiced to the COMPANY as part of this contract.

EXHIBIT F

ALLOWABLE COSTS TABLE

Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.</p>	
	3/30/2006
Cost Categories	Allowable Costs
Administrative Cost Category	Managerial and Clerical Labor
	IOU Labor - Clerical
	IOU Labor - Program Design
	IOU Labor - Program Development
	IOU Labor - Program Planning
	IOU Labor - Program/Project Management
	IOU Labor - Staff Management
	IOU Labor - Staff Supervision
	Subcontractor Labor - Clerical
	Subcontractor Labor - Program Design
	Subcontractor Labor - Program Development
	Subcontractor Labor - Program Planning
	Subcontractor Labor - Program/Project Management
	Subcontractor Labor - Staff Management
	Subcontractor Labor - Staff Supervision
	Human Resource Support and Development
	IOU Labor - Human Resources
	IOU Labor - Staff Development and Training
	IOU Benefits - Administrative Labor
	IOU Benefits - Direct Implementation Labor
	IOU Benefits - Marketing/Advertising/Outreach Labor
	IOU Payroll Tax - Administrative Labor
	IOU Payroll Tax - Administrative Labor
	IOU Payroll Tax - Administrative Labor
	IOU Pension - Administrative Labor
	IOU Pension - Direct Implementation Labor
	IOU Pension - Marketing/Advertising/Outreach Labor
	Subcontractor Labor- Human Resources
	Subcontractor Labor - Staff Development and Training
	Subcontractor Benefits - Administrative Labor
	Subcontractor Benefits - Direct Implementation Labor
	Subcontractor Benefits - Marketing/Advertising/Outreach Labor
	Subcontractor Payroll Tax - Administrative Labor
	Subcontractor Payroll Tax - Direct Implementation Labor
	Subcontractor Payroll Tax - Marketing/Advertising/Outreach Labor

Attachment: Exhibit F - SoCalGas - 15-1001307 (1961 : San Bernardino Regional Energy Leadership Partnership)

Allowable Costs Table

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.

3/30/2006

Cost Categories**Allowable Costs**

	Subcontractor Pension - Administrative Labor
	Subcontractor Pension - Direct Implementation Labor
	Subcontractor Pension - Marketing/Advertising/Outreach Labor
	Travel and Conference Fees
	IOU Conference Fees
	IOU Labor - Conference Attendance
	IOU Travel - Airfare
	IOU Travel - Lodging
	IOU Travel - Meals
	IOU Travel - Mileage
	IOU Travel - Parking
	IOU Travel - Per Diem for Misc. Expenses
	Subcontractor - Conference Fees
	Subcontractor Labor - Conference Attendance
	Subcontractor - Travel - Airfare
	Subcontractor - Travel - Lodging
	Subcontractor - Travel - Meals
	Subcontractor - Travel - Mileage
	Subcontractor - Travel - Parking
	Subcontractor - Travel - Per Diem for Misc. Expenses
	Overhead (General and Administrative) - Labor and Materials
	IOU Equipment Communications
	IOU Equipment Computing
	IOU Equipment Document Reproduction
	IOU Equipment General Office
	IOU Equipment Transportation
	IOU Food Service
	IOU Office Supplies
	IOU Postage
	IOU Labor - Accounting Support
	IOU Labor - Accounts Payable
	IOU Labor - Accounts Receivable
	IOU Labor - Administrative
	IOU Labor - Facilities Maintenance
	IOU Labor - Materials Management
	IOU Labor - Procurement
	IOU Labor - Shop Services
	IOU Labor - Transportation Services
	IOU Labor - Automated Systems
	IOU Labor - Communications
	IOU Labor - Information Technology

Allowable Costs Table

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.

3/30/2006

Cost Categories**Allowable Costs**

	IOU Labor - Telecommunications
	Subcontractor Equipment Communications
	Subcontractor Equipment Computing
	Subcontractor Equipment Document Reproduction
	Subcontractor Equipment General Office
	Subcontractor Equipment Transportation
	Subcontractor Food Service
	Subcontractor Office Supplies
	Subcontractor Postage
	Subcontractor Labor - Accounting Support
	Subcontractor Labor - Accounts Payable
	Subcontractor Labor - Accounts Receivable
	Subcontractor Labor - Facilities Maintenance
	Subcontractor Labor - Materials Management
	Subcontractor Labor - Procurement
	Subcontractor Labor - Shop Services
	Subcontractor Labor - Administrative
	Subcontractor Labor - Transportation Services
	Subcontractor Labor - Automated Systems
	Subcontractor Labor - Communications
	Subcontractor Labor - Information Technology
	Subcontractor Labor - Telecommunications
Marketing/Advertising/Outreach Cost Category	
	IOU - Advertisements / Media Promotions
	IOU - Bill Inserts
	IOU - Brochures
	IOU - Door Hangers
	IOU - Print Advertisements
	IOU - Radio Spots
	IOU - Television Spots
	IOU - Website Development
	IOU Labor - Marketing
	IOU Labor - Media Production
	IOU Labor - Business Outreach
	IOU Labor - Customer Outreach
	IOU Labor - Customer Relations
	Subcontractor - Bill Inserts
	Subcontractor - Brochures
	Subcontractor - Door Hangers
	Subcontractor - Print Advertisements
	Subcontractor - Radio Spots

Allowable Costs Table

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.

3/30/2006

Cost Categories**Allowable Costs**

	Subcontractor - Television Spots
	Subcontractor - Website Development
	Subcontractor Labor - Marketing
	Subcontractor Labor - Media Production
	Subcontractor Labor - Business Outreach
	Subcontractor Labor - Customer Outreach
	Subcontractor Labor - Customer Relations
Direct Implementation Cost Category	
	Financial Incentives to Customers
	Activity - Direct Labor
	IOU Labor - Curriculum Development
	IOU Labor - Customer Education and Training
	IOU Labor - Customer Equipment Testing and Diagnostics
	IOU Labor - Facilities Audits
	Subcontractor Labor - Facilities Audits
	Subcontractor Labor - Curriculum Development
	Subcontractor Labor - Customer Education and Training
	Subcontractor Labor - Customer Equipment Testing and Diagnostics
	Installation and Service - Labor
	IOU Labor - Customer Equipment Repair and Servicing
	IOU Labor - Measure Installation
	Subcontractor Labor - Customer Equipment Repair and Servicing
	Subcontractor Labor - Customer Equipment Repair and Servicing
	Direct Implementation Hardware and Materials
	IOU Audit Applications and Forms
	IOU Direct Implementation Literature
	IOU Education Materials
	IOU Energy Measurement Tools
	IOU Installation Hardware
	Subcontractor - Direct Implementation Literature
	Subcontractor - Education Materials
	Subcontractor - Energy Measurement Tools
	Subcontractor - Installation Hardware
	Subcontractor - Audit Applications and Forms
	Rebate Processing and Inspection - Labor and Materials
	IOU Labor - Field Verification
	IOU Labor - Site Inspections
	IOU Labor - Rebate Processing
	IOU Rebate Applications
	Subcontractor Labor - Field Verification
	Subcontractor Labor - Rebate Processing

Allowable Costs Table

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.

3/30/2006

Cost Categories

Allowable Costs

Subcontractor - Rebate Applications

DRAFT RESOLUTION

A RESOLUTION OF THE CITY OF _____
 DECLARING SUPPORT FOR AN ENERGY
 PARTNERSHIP BETWEEN SOUTHERN CALIFORNIA
 EDISON, SO CAL GAS, AND SAN BERNARDINO
 ASSOCIATED GOVERNMENTS TO BE KNOWN AS
 “SANBERNARDINO REGIONAL ENERGY LEADER
 PARTNERSHIP”

WHEREAS, the _____ (“____”) representing the participating City of _____ supports “energy efficiency” initiatives, policies, and construction standards in order to ensure that our communities follow and encourage sustainable practices; and

WHEREAS, local demand for electricity has grown, and it is expected that demand for electricity will continue to grow in the near future to support a growing population and economy; and

WHEREAS, citizens and businesses spend significant amounts for energy, it makes economic sense and good public policy to encourage energy efficiency in _____ and our community; and

WHEREAS, energy efficiency programs enhance our environment by improving air quality, reducing greenhouse gases and other pollution, and conserving natural resources; and

WHEREAS, it is vital for our community to keep spending locally and to encourage innovations in the way we behave, build, and incorporate energy into our everyday business and personal lives; and

WHEREAS, there is a growing movement within California communities and businesses to improve everyday practices and create more sustainable and “greener” cities; and

WHEREAS, the communities comprised of the San Bernardino Regional Energy Leader Partnership seek to promote innovative methods and state-of-the-art technologies used in the design and construction of new residential and commercial buildings within the region, in order to bring energy and natural resource consumption in line with our sustainability goals; and

WHEREAS, San Bernardino Associated Governments (SANBAG) has been identified by the participating partnership jurisdictions to enter into one agreement with Southern California Edison Company (SCE) and another agreement with Southern California Gas Company (SoCalGas) on their behalf to represent them and implement the

activities of the participating jurisdictions of the San Bernardino Regional Energy Leader Partnership; and

WHEREAS, San Bernardino Regional Energy Leader Partnership brings together the _____, SCE, SoCalGas and the other member agencies in a cooperative program to promote energy efficiency, regional sustainability goals, and collaboration; and

WHEREAS, "The City of _____" has confirmed that their goals are consistent with the programs identified in SCE and SoCalGas' proposed Local Government Partnership programs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of "The City of _____" as follows:

1. That the above recitations are true and correct.
2. That the "The City of _____" supports the mission of the San Bernardino Regional Energy Leader Partnership.
3. That the "The City of _____" supports a commitment to sustainable practices through energy efficiency, and will provide leadership and guidance in promoting, facilitating, and instituting such practices in the region.
4. That the "The City of _____" supports and endorses the San Bernardino Regional Energy Leader Partnership as an effective method to help meet long-term regional economic and environmental goals.
5. That the "The City of _____" will name one or more individuals to the San Bernardino Regional Energy Leader Partnership working group that will review progress regularly with SCE and SoCalGas.
6. That the "The City of _____" with the assistance of SCE, SoCalGas and other member agencies will identify energy efficiency programs and projects within municipal facilities and support implementation of community energy efficiency and sustainability goals within the "The City of _____".

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____ 2015.

City Representative

Date

Minute Action

AGENDA ITEM: 15

Date: August 12, 2015

Subject:

State and Federal Legislative Update

Recommendation:

That the General Policy Committee recommend the Board receive and file this report.

Background:

State Legislative Update

Governor Calls Special Sessions

Following agreement on the Fiscal Year (FY) 2015/2016 State Budget, Governor Brown announced that he was calling two special sessions to deal with infrastructure and healthcare. Long-term issues surrounding these topics were not comprehensively addressed in the budget agreement. Special Sessions will allow for greater flexibility and give more opportunity to try and work towards an agreed-upon plan without being under the constraints of budget and regular legislative session deadlines.

The special session on infrastructure will focus on evaluating the long-term needs of the state's highway system. Current funding sources are failing to adequately address not only basic maintenance and operational needs, but it is also insufficient to cover future system needs as the state's economy and population continue to grow. The state's current fuel excise tax provides \$2.3 billion annually, but this leaves an estimated \$5.7 billion in repairs unfunded each year. The Governor asked the Legislature to come up with a proposal that would create a sustainable funding structure to maintain and repair the state's transportation and critical infrastructure, improve the state's key trade corridors, and complement local infrastructure investments.

Senator Beall (D-San Jose) introduced SB 16 earlier this year and reintroduced it in the Special Session as SB X1-1: Transportation Financing for Road Maintenance. The bill focuses on funding maintenance needs, creating efficiencies in project and program delivery, incentivizing local funding efforts, enhancing the state's investments in goods movement infrastructure, and provides local funding for street and road needs.

Specifically, SB X1-1 would generate approximately \$4.6 billion annually by:

- Increasing the tax on gasoline by 12 cents/gallon;
- Increasing the diesel fuel tax by 22 cents/gallon;
- Increasing the vehicle registration fee by \$35;
- Creating a zero emission vehicle fee of \$100; and
- Creating a road access fee of \$35.

Entity: CMA, COG, CTA, CTC, SAFE

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The revenue would be allocated accordingly:

- 5% off the top to incentivize new sales taxes for transportation;
- 12 cents/gallon of the diesel fuel tax increase would go to the Trade Corridor Improvement Fund (TCIF) to provide funding for goods movement projects; and
- The remaining funds would be allocated 50% to the State Highway Operation and Protection Program (SHOPP) and 50% to local streets and roads.

For bills with fiscal authority, such as SB X1-1, a two-thirds vote is required in both the Assembly (54 votes) and Senate (27 votes). A list of Extraordinary Session bills can be found on Attachment A. Staff also continues to monitor bills shown in the Legislative Bill Matrix (Attachment B) as they move through the legislative process.

Update on the Road User Charge Advisory Committee

The Road Charge Technical Advisory Committee was established in 2014 by SB 1077 (Chapter 835, Statutes of 2014) and created the California Road Usage Charge (RUC) Pilot Program. The pilot program is led by the California Transportation Commission (CTC), in consultation with the California State Transportation Agency (CalSTA). They have convened a 15 member Technical Advisory Committee (TAC) to study road usage charge alternatives to the gas tax, gather public comment, and make recommendations to CalSTA regarding the ultimate design of a road usage charge pilot program. CalSTA is charged with implementing a pilot program by January 1, 2017 and reporting its findings to the TAC, the CTC, and the appropriate policy and fiscal committees of the Legislature by June 30, 2018.

Staff has attended and participated in the pilot since its inception. The TAC has made preliminary decisions regarding road charge pilot program operational concepts, enabling technology and system architecture, and is currently considering issues including privacy, equity, and data security. SANBAG sent a comment letter to the TAC highlighting issues that are most relevant to our region as the program is developed. This letter is included as Attachment C. Senator Beall's funding bill, SB X1-1, if passed, is seen by some as a way to provide funding for the state's infrastructure needs until a potential road charge system would be enacted.

CTC Commissioner, James Madaffer, Chair of the RUC TAC, provided an update to the Inland Action Board of Directors in July and encouraged everyone to participate in the process. The TAC meets approximately once a month, typically in conjunction with CTC meetings.

Other Bills of Interest

SANBAG's sponsor bill, AB 914 (Brown, D-San Bernardino) providing tolling authority for SANBAG on Interstates 10 and 15, passed out of the Senate Appropriations Committee on July 13th on a 5-2 vote. The bill will be heard on the Senate Floor after the Legislature returns from Summer Recess on August 17th.

AB 194 (Frazier, D-Oakley), providing ongoing statewide tolling authority, is continuing to move through the legislative process. The bill passed out of the Senate Transportation and Housing Committee on a 10-0 vote on July 15th. Both bills are evolving concurrently as discussions continue with Legislative Leadership and the Administration on final amendments. Staff remains engaged and will provide a verbal update at the Committee meeting.

Federal Legislative Update

Federal Surface Transportation Reauthorization

On July 21st, Senate Majority Leader Mitch McConnell (R-KY) announced that he, Senator Barbara Boxer (D-CA), Ranking Member of the Senate Environment & Public Works (EPW) Committee, and Senator Inhofe (R-OK), Chairman of the Senate EPW Committee had reached an agreement for a multi-year, bipartisan highway bill. The bill, Developing a Reliable and Innovative Vision for the Economy (DRIVE) Act, authorized highway, rail, and safety programs for six years with three years of funding offsets for the Highway Trust Fund. The legislation will amend legislation that the House passed earlier this year, H.R. 22, which will continue as the vehicle for reauthorization.

The offsets provided in the bill total roughly \$47.2 billion over 10 years (\$36.5 billion to the Highway Account and \$10.7 billion to the Mass Transit Account), and include:

- Changing the fixed dividend rate paid by the Federal Reserve Bank;
- Drawing down and selling crude oil from the Strategic Petroleum Reserve changing deposits gathered through civil penalties associated with motor vehicle safety from the Treasury's General Fund and deposit them into the Highway Trust Fund;
- Indexing customs user fees to inflation;
- Modifying lenders mortgage information reporting requirements; and
- Adjusting the reporting requirement on estates to report value of inherited property.

Initially, the Senate voted on a procedural motion to proceed with debate on the bill, but that vote failed 41-56 on July 21st amid Democratic opposition that Senators did not have time to review or amend the bill, particularly since it was the first time anyone had seen the transit title. Senators Boxer and Feinstein both opposed the motion to invoke cloture on the bill. However, on July 22nd the motion to proceed with consideration of the bill passed by a vote of 62-36. Senators Boxer and Feinstein supported cloture at that time.

On Sunday July 26th, the Senate met to consider the bill. First, the Senate voted to invoke cloture on the amendment to repeal the Affordable Care Act. Cloture was not invoked by a vote of 49-43. Senators Boxer and Feinstein opposed. Then, the Senate voted to invoke cloture on the amendment to reauthorize the Export-Import (Ex-Im) Bank. Cloture was invoked by a vote of 67 to 26, with Senators Boxer and Feinstein supporting. The next day, the Senate passed the Ex-Im reauthorization amendment by a vote of 64 to 29, with Senators Boxer and Feinstein again voting in favor. The House leadership has indicated that they do not support an authorization of the Ex-Im bank so it remains unclear how this will be reconciled when the two chambers come together to hammer out a final deal.

The Senate then voted, 62-32, to invoke cloture on the DRIVE Act. Both Senators Boxer and Feinstein voted in favor. Invoking cloture provides the hard 30-hour limit on further debate and automatically kills all amendments that are not germane to the bill. At this time, over 200 amendments have been offered. After cloture was invoked, Senate Majority Leader Mitch McConnell filed a manager's amendment making changes to the DRIVE Act. McConnell's leadership staff stated that few if any amendments will be considered to the bill.

The House approved a new MAP-21 extension before leaving town for August Recess, extending the Highway Trust Fund through October 29, 2015 by a vote of 384-34. The new

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extension includes the same pay-fors as the House-passed H.R. 3038, the Highway and Transportation Funding Act of 2015, Part II, which extended contract authority through December 18, 2015. Senate Majority Leader Mitch McConnell has stated that the Senate will take up the House's three-month transportation patch following their passage of the DRIVE Act.

Federal Appropriations Update

Below is a synopsis of the relevant transportation appropriations bills and their status in each chamber.

House Actions

In June, the House passed H.R. 2577, the FFY 2016 Transportation, Housing and Urban Development (THUD) Appropriations bill by a narrow vote of 216-210, with 31 Republicans voting against the bill and three Democrats breaking rank to support the measure. The San Bernardino County Delegation voted largely along party lines, with Representatives Paul Cook (CD-8) and Ed Royce (CD-39) voting for the measure. Representatives Judy Chu (CD-27), Pete Aguilar (CD-31), Norma Torres (CD-35) opposing the measure.

Overall, the bill provides \$55.3 billion in discretionary spending, \$1.5 billion above FFY 2015 and \$9.7 billion below the President's budget request. This increase in appropriations is almost completely negated by Department of Housing and Urban Development (HUD) inflation costs and lowered Federal Housing Authority (FHA) receipts, which equates to just \$25 million above the current funding level.

Specifically, the bill provides:

- \$40.26 billion for federal highways – equal to FFY 2015 funding
- \$15.9 billion for the Federal Aviation Administration (FAA) – \$159 million above FFY 2015
- \$1.4 billion for the Federal Railroad Administration (FRA) – \$262 million below FFY 2015
 - \$226 million for rail safety and research programs – equal to FFY 2015
- \$1.9 billion for Capital Investment grants– \$200 million below FFY 2015
 - \$1.25 billion for existing Full Funding Grant Agreements (FFGA)
 - \$250 million for new FFGAs with a cap of 50% for federal share
 - \$40 million for Core Capacity
 - \$353 million for Small Starts projects
- \$8.595 billion for transit formula grants – equal to FFY 2015 funding
- \$837 million for the National Highway Traffic Safety Administration (NHTSA) – \$6.5 million above FFY 2015
- \$100 million for Transportation Investment Generating Economic Recovery (TIGER) grants – \$400 million below FFY 2015
 - Maximum grant is \$15 million and minimum grant is \$2 million

Among the offered amendments, one proposed by Representative Jeff Denham (R-CA) to block funding for California High-Speed Rail was adopted by voice vote. Another offered by Representative Karen Bass (D-CA), which was adopted by voice vote, prohibits funding to be used to impede state and local agencies from advancing federally funded transit projects by hiring local workers. A motion to recommit offered by Representative John Delaney (D-MD) would have increased capital and debt service grants to Amtrak by \$6 million for items such as

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positive train control (PTC), however, that motion was rejected 181-244. The House also rejected an amendment offered by Representative Marsha Blackburn (R-TN) to implement a 1% across-the-board cut to programs funded in the bill.

President Obama's veto threat still stands due to a stay of sequestration funding levels and the spending caps included in the budget resolution. The White House expressed additional concerns with other provisions, such as reductions to surface transportation programs, TIGER and Capital Investment Grants, rail safety programs, and others.

Senate Actions

On the Senate side, this month the Senate Appropriations Committee approved their FFY 2016 THUD spending bill by a 20-10 vote. Senator Feinstein was among the few Democrat Senators to support the measure. Overall, the bill provides \$55.6 billion in discretionary dollars, which reflects a \$1.88 billion increase above FFY 2015 and a net total of \$376 million above the House-passed bill. However, due to a decline in receipts for the various federal housing programs, this bill actually represents a \$1.9 billion decrease from FFY 2015.

Specifically, the Senate bill provides:

- \$40.26 billion for federal highways – equal to FFY 2015
 - Including an allowance for states to use “dead earmarks”.
- \$16 billion for the FAA – \$294 million above FFY 2015
- \$1.68 billion for the FRA – approximately \$18 million above FFY 2015
 - \$288 million for rail safety and research programs – \$12 million above FFY 2015
 - \$50 million for rail safety grants implementation of PTC, rail safety technology grants, and highway-rail grade crossings grants
- \$1.585 billion for Capital Investment Grants – \$535 million below FFY 2015
 - Fully funds New Starts with existing FFGAs
 - \$210 million for other potential New Starts
 - \$5 million for the MAP-21 pilot innovative project delivery programs
 - \$8.595 million for transit formula grants – equal to FFY 2015
 - \$75 million for Core Capacity
- \$825 million for NHTSA – \$5.5 million below FFY 2015
- \$500 million for TIGER discretionary grants – equal to FFY 2015

Financial Impact:

There is no impact on the FY 2015/2016 SANBAG Budget.

Reviewed By:

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

Responsible Staff:

Wendy Strack, Director of Legislative and Public Affairs

Approved
General Policy Committee
Date: August 12, 2015

Witnessed By:

Special Session Bills Introduced 7/17/2015

ABX1 5 (Hernandez) Income taxes: credits: low-income housing: farmworker housing assistance.

Current Text: Introduced: 7/16/2015 [pdf](#) [html](#)

Summary: Would, under the insurance taxation law, the Personal Income Tax Law, and the Corporation Tax Law, modify the definition of applicable percentage relating to qualified low-income buildings that are farmworker housing projects, as provided. The bill would authorize the California Tax Credit Allocation Committee to allocate that credit even if the taxpayer receives specified federal and state credits or only state credits. The bill would increase the amount the committee may allocate to farmworker housing projects from \$500,000 to \$25,000,000 per year.

ABX1 6 (Hernandez) Affordable Housing and Sustainable Communities Program.

Current Text: Introduced: 7/16/2015 [pdf](#) [html](#)

Summary: Current law continuously appropriates 20% of the annual proceeds of the Greenhouse Gas Reduction Fund to the Affordable Housing and Sustainable Communities Program, administered by the Strategic Growth Council, to reduce greenhouse gas emissions through projects that implement land use, housing, transportation, and agricultural land preservation practices to support infill and compact development and that support other related and coordinated public policy objectives. This bill would require 20% of moneys available for allocation under the program to be allocated to eligible projects in rural areas, as defined.

ABX1 7 (Nazarian) Public transit: funding.

Current Text: Introduced: 7/16/2015 [pdf](#) [html](#)

Summary: Current law requires all moneys, except for fines and penalties, collected by the State Air Resources Board from the auction or sale of allowances as part of a market-based compliance mechanism relative to reduction of greenhouse gas emissions to be deposited in the Greenhouse Gas Reduction Fund. This bill would instead continuously appropriate 20% of those annual proceeds to the Transit and Intercity Rail Capital Program, and 10% of those annual proceeds to the Low Carbon Transit Operations Program, thereby making an appropriation. This bill contains other current laws.

ABX1 8 (Chiu) Diesel sales and use tax.

Current Text: Introduced: 7/16/2015 [pdf](#) [html](#)

Summary: Would, effective July 1, 2016, increase the additional sales and use tax rate on diesel fuel to 5.25%. By increasing the revenues deposited in a continuously appropriated fund, the bill would thereby make an appropriation. This bill contains other related provisions.

SBX1 7 (Allen) Diesel sales and use tax.

Current Text: Introduced: 7/16/2015 [pdf](#) [html](#)

Summary: Would, as of July 1, 2016, increase the additional sales and use tax rate on diesel fuel to 5.25%. By increasing the revenues deposited in a continuously appropriated fund, the bill would thereby make an appropriation. This bill contains other related provisions.

SBX1 8 (Hill) Public transit: funding.

Current Text: Introduced: 7/16/2015 [pdf](#) [html](#)

Summary: Current law requires all moneys, except for fines and penalties, collected by the State Air Resources Board from the auction or sale of allowances as part of a market-based compliance mechanism relative to reduction of greenhouse gas emissions to be deposited in the Greenhouse Gas Reduction Fund. This bill would instead continuously appropriate 20% of those annual proceeds to the Transit and Intercity Rail Capital Program, and 10% of those annual proceeds to the Low Carbon Transit Operations Program, thereby making an appropriation. This bill contains other current laws.

SBX1 9 (Moorlach) Department of Transportation.**Current Text:** Introduced: 7/16/2015 [pdf](#) [html](#)**Summary:** Current law creates the Department of Transportation with various powers and duties relative to the state highway system and other transportation programs. This bill would prohibit the department from using any nonrecurring funds, including, but not limited to, loan repayments, bond funds, or grant funds, to pay the salaries or benefits of any permanent civil service position within the department. This bill contains other related provisions and other current laws.**SBX1 10 (Bates) Regional transportation capital improvement funds.****Current Text:** Introduced: 7/16/2015 [pdf](#) [html](#)**Summary:** Would revise the process for programming and allocating the 75% share of state and federal funds available for regional transportation improvement projects. The bill would require the department to annually apportion, by the existing formula, the county share for each county to the applicable metropolitan planning organization, transportation planning agency, or county transportation commission, as a block grant. These transportation capital improvement funds, along with an appropriate amount of capital outlay support funds, would be appropriated annually through the annual Budget Act to regional transportation agencies. The bill would require the regional transportation agencies, in their regional transportation improvement programs, to identify the transportation capital improvement projects to be funded with these moneys, and would require the California Transportation Commission to incorporate the regional transportation improvement programs into the state transportation improvement program. The bill would eliminate the role of the California Transportation Commission in programming and allocating funds to these regional projects, but would retain certain oversight roles of the commission with respect to expenditure of the funds. The bill would repeal provisions governing computation of county shares over multiple years and make various other conforming changes.**SBX1 11 (Berryhill) California Environmental Quality Act: exemption: roadway improvement.****Current Text:** Introduced: 7/16/2015 [pdf](#) [html](#)**Summary:** Would extend the above-referenced exemption until January 1, 2025, and delete the limitation of the exemption to projects or activities in cities and counties with a population of less than 100,000 persons. The bill would also expand the exemption to include state roadways.**SBX1 12 (Runner) California Transportation Commission.****Current Text:** Introduced: 7/16/2015 [pdf](#) [html](#)**Summary:** Would exclude the California Transportation Commission from the Transportation Agency, establish it as an entity in state government, and require it to act in an independent oversight role. The bill would also make conforming changes. This bill contains other related provisions and other existing laws.**SBX1 13 (Vidak) Office of the Transportation Inspector General.****Current Text:** Introduced: 7/16/2015 [pdf](#) [html](#)**Summary:** Would create the Office of the Transportation Inspector General in state government as an independent office that would not be a subdivision of any other government entity, to ensure that all state agencies expending state transportation funds are operating efficiently, effectively, and in compliance with federal and state laws. The bill would provide for the Governor to appoint the Transportation Inspector General for a 6-year term, subject to confirmation by the Senate, and would provide that the Transportation Inspector General may not be removed from office during the term except for good cause.**SBX1 14 (Canella) Transportation projects: comprehensive development lease agreements.****Current Text:** Introduced: 7/16/2015 [pdf](#) [html](#)**Summary:** Would extend this authorization indefinitely and would include within the definition of "regional transportation agency" the Santa Clara Valley Transportation Authority, thereby authorizing the authority to enter into public-private partnerships under these provisions. The bill would also delete obsolete cross-references and make technical changes to these provisions.

Attachment B

Bill Matrix

CA AB 1	AUTHOR:	Brown [D]	
	TITLE:	Drought: Local Governments: Fines	
	FISCAL	no	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	12/01/2014	
	ENACTED:	07/13/2015	
	DISPOSITION:	Enacted	
	LOCATION:	Chaptered	
	CHAPTER:	62	
	SUMMARY:	Prohibits a city, county, or city and county from imposing a fine under any ordinance for a failure to water a lawn or having a brown lawn during a period for which the Governor has issued a proclamation of a state of emergency based on drought conditions.	
	STATUS:		
	07/13/2015	Chaptered by Secretary of State. Chapter No. 62	
	Priority:	High	
CA AB 2	AUTHOR:	Alejo [D]	
	TITLE:	Community Revitalization Authority	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	12/01/2014	
	LAST AMEND:	07/07/2015	
	DISPOSITION:	Pending	
	LOCATION:	Senate Appropriations Committee	
	SUMMARY:	Authorizes certain local agencies to form a community revitalization authority with a community revitalization and investment area to carry out provisions of the Community Redevelopment Law in that area for infrastructure, affordable housing, and economic revitalization and to provide for the issuance of bonds serviced by tax increment revenues. Requires the authority to adopt a community revitalization and investment plan. Provides for audits. Requires funds in a specified fund to be for housing needs.	
	STATUS:		
	07/14/2015	From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on APPROPRIATIONS. (9-2)	
	Priority:	High	
CA AB 4	AUTHOR:	Linder [R]	SANBAG Position: Support
	TITLE:	Vehicle Weight Fees: Transportation Bond Debt Service	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	12/01/2014	
	DISPOSITION:	Pending	
	LOCATION:	Assembly Second Reading File	
	SUMMARY:		

Attachment B

Prohibits weight fee revenues from being transferred from the State Highway Account to the Transportation Debt Service Fund, the Transportation Bond Direct Payment Account, or any other fund or account for the purpose of payment of the debt service on transportation general obligation bonds. Prohibits loans of weight fee revenues to the General Fund.

STATUS:

06/02/2015 Withdrawn from ASSEMBLY Committee on TRANSPORTATION.

06/02/2015 In ASSEMBLY. Ordered to second reading.

Priority: High

CA AB 10	<p>AUTHOR: Gatto [D] TITLE: Political Reform Act of 1974: Disclosures FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 12/01/2014 LAST AMEND: 07/14/2015 DISPOSITION: Pending LOCATION: Senate Appropriations Committee SUMMARY: Requires the disclosure of certain behested payments. Increases the thresholds at which a public official has a disqualifying financial interest in sources of income in investments in business entities and in interests in real property. Revises the dollar amounts associated with the value ranges for reporting the value of economic interests. Requires certain public officials to disclose information relating to governmental decisions for which the public official had a disqualifying financial interest. STATUS: 07/14/2015 In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS. Priority: High</p>
CA AB 12	<p>AUTHOR: Cooley [D] TITLE: State Government: Administrative Regulations: Review FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 12/01/2014 LAST AMEND: 04/22/2015 DISPOSITION: Pending LOCATION: Senate Appropriations Committee SUMMARY: Requires each state agency after a noticed public hearing, to review the agency's regulations, identify any regulations that are duplicative, overlapping, inconsistent, or out of date, to revise those identified regulations, and report to the Legislature and Governor. STATUS: 07/14/2015 From SENATE Committee on GOVERNMENTAL ORGANIZATION: Do pass to Committee on APPROPRIATIONS. (13-0) Priority: High</p>
CA AB 19	<p>AUTHOR: Chang [R]</p>

Attachment B

TITLE: Office of Business and Development: Small Business
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 12/01/2014
LAST AMEND: 05/06/2015
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee
SUMMARY:

Requires the Governor's Office of Business and Economic Development to establish a process for the ongoing review of existing regulations affecting small businesses adopted prior to a specified date to determine whether the regulations could be less administratively burdensome or costly to affected sectors. Requires the Office to submit the results to the agency with jurisdiction over the reviewed regulations and to post the same information on its Internet Web site.

STATUS:
05/28/2015 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
Priority: High

CA AB 21 **AUTHOR:** Perea [D]
TITLE: Global Warming Solutions Act of 2006: Scoping Plan
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 12/01/2014
LAST AMEND: 05/05/2015
DISPOSITION: Pending
LOCATION: Senate Third Reading File
SUMMARY:

Requires the State Air Resources Board in preparing its scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas reduction, to consult with specified State agencies regarding matters involving energy efficiency and the facilitation of the electrification of the transportation sector.

STATUS:
06/30/2015 In SENATE. Read second time. To third reading.
Priority: High

CA AB 23 **AUTHOR:** Patterson [R]
TITLE: Global Warming Solutions Act of 2006: Compliance
FISCAL yes
COMMITTEE:
URGENCY yes
CLAUSE:
INTRODUCED: 12/01/2014
DISPOSITION: Pending
LOCATION: Assembly Natural Resources Committee
SUMMARY:

Exempts categories of persons or entities that did not have a compliance obligation under a market-based compliance mechanism from being subject to that market-based compliance

Attachment B

mechanism.

STATUS:

03/23/2015 In ASSEMBLY Committee on NATURAL RESOURCES: Failed passage.

03/23/2015 In ASSEMBLY Committee on NATURAL RESOURCES: Reconsideration granted.

Priority: High

CA AB 33	AUTHOR: Quirk [D] TITLE: Global Warming Solutions Act: Energy Council FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 12/01/2014 LAST AMEND: 06/23/2015 DISPOSITION: Pending LOCATION: Senate Second Reading File SUMMARY: Establishes the Energy Sector Emissions Reduction Advisory Council to recommend strategies for the electricity sector for incorporation into the scoping plan prepared by the State Air Resources Board, based on specified analysis including various strategies that could be implemented to reduce emissions of greenhouse gases from the electricity sector and integrate increasing amounts of renewable energy into the grid. STATUS: 07/15/2015 From SENATE Committee on ENVIRONMENTAL QUALITY: Do pass as amended to Committee on APPROPRIATIONS. (7-0) Priority: High
CA AB 35	AUTHOR: Chiu [D] TITLE: Income tax: Credit: Low-Income Housing: Allocation FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 12/01/2014 LAST AMEND: 05/20/2015 DISPOSITION: Pending LOCATION: Senate Appropriations Committee SUMMARY: Amends existing law that establishes a low-income housing tax credit program to which the State Tax Credit Allocation Committee provides procedures and requirements for the allocation of State insurance, income, and corporation tax credits amount among low-income housing projects. Increases the aggregate housing credit dollar amount that may be allocated among such projects. Modifies the definition of percentage relating to qualified low-income buildings in all listed tax laws. STATUS: 07/14/2015 From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on APPROPRIATIONS. (10-0) Priority: High
CA AB 45	AUTHOR: Mullin [D]

Attachment B

TITLE: Household Hazardous Waste
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 12/01/2014
LAST AMEND: 04/30/2015
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee
SUMMARY:

Requires each jurisdiction providing for the residential collection and disposal of solid waste to increase the collection and diversion of household hazardous waste in its service area over the baseline. Provides the increase is to be determined in accordance with Department of Resources Recycling and Recovery regulations. Authorizes the adoption of a model ordinance for a comprehensive program for the collection of waste. Requires an annual report to the Department on progress in achieving compliance.

STATUS:
05/20/2015 In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.
Priority: High

CA AB 52 **AUTHOR:** Gray [D]
TITLE: Public Accommodations: Accessibility Claims
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 12/01/2014
DISPOSITION: Pending
LOCATION: Assembly Judiciary Committee
SUMMARY:

Provides a defendant's maximum liability for statutory damages in a construction-related accessibility claim against a place of public accommodation is a specified amount for each offense under specified conditions. Provides the maximum liability of a small business.

STATUS:
04/21/2015 In ASSEMBLY Committee on JUDICIARY: Not heard.
Priority: High

CA AB 54 **AUTHOR:** Olsen [R]
TITLE: Public Accommodations: Accessibility: Tax Credits
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 12/01/2014
LAST AMEND: 04/22/2015
DISPOSITION: Pending
LOCATION: Assembly Revenue and Taxation Committee
SUMMARY:

Relates to the Personal Income Tax and Corporation Tax laws that allow a credit against the tax imposed by those laws to eligible small business for a percentage of eligible access expenditures, which a defined as those amounts incurred to comply with the American with

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Disabilities Act of 1990. Includes as an eligible expenditure any amount paid or incurred by a taxpayer to receive an inspection by a certified access specialist.

STATUS:

05/11/2015 In ASSEMBLY Committee on REVENUE AND TAXATION: Not heard.

Priority: High

CA AB 88	<p>AUTHOR: Gomez [D] TITLE: Sales and Use Taxes: Exemption: Home Appliances FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 01/07/2015 LAST AMEND: 07/15/2015 DISPOSITION: Pending LOCATION: Senate Appropriations Committee SUMMARY: Exempts from the sales and use tax laws the gross receipts from the sale of, and the storage, use, or other consumption in the State of, an energy or water efficient home appliance purchased by a public utility that is provided at no cost to a low-income participant in a federal, state, or ratepayer-funded energy or water efficiency program for use by that low-income participant in the energy efficiency program. STATUS: 07/15/2015 In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS. Priority: High</p>
CA AB 90	<p>AUTHOR: Chau [D] TITLE: Federal Housing Trust Fund FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 01/07/2015 LAST AMEND: 04/22/2015 DISPOSITION: Pending LOCATION: Senate Appropriations Committee SUMMARY: Designates the Department of Housing and Community Development as the state agency responsible for administering funds received by the State from the federal Housing Trust Fund. Requires the Department to administer the funds through programs that produce, preserve, rehabilitate, or support the operation of rental housing for extremely low income and very low income households. Restricts homeownership affordability. Requires a allocation plan to demonstrate how the funds will be utilized. Requires a report. STATUS: 07/13/2015 In SENATE Committee on APPROPRIATIONS: To Suspense File. Priority: High</p>
CA AB 149	<p>AUTHOR: Chavez [R] TITLE: Urban Water Management Plans FISCAL no</p>

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COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 01/15/2015
ENACTED: 07/06/2015
DISPOSITION: Enacted
LOCATION: Chaptered
CHAPTER: 49
SUMMARY:

Requires each urban water supplier to update and submit a urban water management plan for a specified year to the State Department of Water Resources by a specified date. Requires the Department to submit its urban water management plan report for that same specified year to the Legislature by a specified date.

STATUS:
07/06/2015 Signed by GOVERNOR.
07/06/2015 Chaptered by Secretary of State. Chapter No. 49
Priority: High

CA AB 156	<p>AUTHOR: Perea [D] TITLE: Global Warming Solutions Act: Disadvantaged Communities FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 01/20/2015 LAST AMEND: 07/01/2015 DISPOSITION: Pending LOCATION: Senate Second Reading File SUMMARY: Requires the State Air Resources Board, pursuant to the Global Warming Solutions Act of 2006, to post on its Internet Web site a specified report on the projects funded to benefit disadvantaged communities. Requires the Board to establish and accomplish a comprehensive technical assistance program, upon appropriation from the Greenhouse Gas Reduction Fund, for eligible applicants assisting defined disadvantaged communities. Requires an allocation to the Board for the program. STATUS: 07/15/2015 From SENATE Committee on ENVIRONMENTAL QUALITY: Do pass as amended to Committee on APPROPRIATIONS. (6-1) Priority: High</p>
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CA AB 157	<p>AUTHOR: Levine [D] TITLE: Richmond-San Rafael Bridge FISCAL no COMMITTEE: URGENCY yes CLAUSE: INTRODUCED: 01/20/2015 LAST AMEND: 06/25/2015 DISPOSITION: Pending LOCATION: Senate Second Reading File SUMMARY: Requires the lead agency to complete the design work for the project simultaneously with</p>
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the environmental review conducted pursuant to the California Environmental Quality Act if the Metropolitan Transportation Commission and the Department of Transportation develop a project to open the third lane on the Richmond-San Rafael Bridge to automobile traffic on the eastbound level and to bicycle traffic on the westbound level.

STATUS:

07/15/2015 From SENATE Committee on ENVIRONMENTAL QUALITY: Do pass. (6-0)

Priority: High

CA AB 194	<p>AUTHOR: Frazier [D] SANBAG Position: Support & Work with Author</p> <p>TITLE: High-Occupancy Toll Lanes</p> <p>FISCAL: yes</p> <p>COMMITTEE:</p> <p>URGENCY: no</p> <p>CLAUSE:</p> <p>INTRODUCED: 01/28/2015</p> <p>LAST AMEND: 07/02/2015</p> <p>DISPOSITION: Pending</p> <p>LOCATION: Senate Appropriations Committee</p> <p>SUMMARY: Deletes the requirement that high occupancy toll (HOT) lanes facilities be consistent with the established standards, requirements and limitations that apply to specified facilities. Requires the State Transportation Commission to establish guidelines for the development and operation of the facilities approved by the Commission subject to specified minimum requirements. Prohibits conversion of non-toll lanes, except for HOT lanes. Authorizes related bonds. Relates to local transportation authorities.</p> <p>STATUS: 07/14/2015 From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on APPROPRIATIONS. (10-0)</p> <p>Priority: High</p>
CA AB 198	<p>AUTHOR: Frazier [D]</p> <p>TITLE: Vehicles: Tow Truck Assistance</p> <p>FISCAL: no</p> <p>COMMITTEE:</p> <p>URGENCY: no</p> <p>CLAUSE:</p> <p>INTRODUCED: 01/28/2015</p> <p>ENACTED: 06/30/2015</p> <p>DISPOSITION: Enacted</p> <p>LOCATION: Chaptered</p> <p>CHAPTER: 30</p> <p>SUMMARY: Authorizes a driver of a tow truck who is either operating under an agreement with the law enforcement agency responsible for investigating traffic collisions on the roadway or summoned by the owner or operator of a vehicle involved in a collision or is otherwise disabled on a roadway to utilize the center median or right shoulder of a roadway in the event of an emergency occurring on a roadway requiring the rapid removal of impediments to traffic or rendering of assistance, if specified conditions are met.</p> <p>STATUS: 06/26/2015 *****To GOVERNOR. 06/26/2015 *****To GOVERNOR.</p>

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06/30/2015 Signed by GOVERNOR.
 06/30/2015 Chaptered by Secretary of State. Chapter No. 30
Priority: High

CA AB 203	AUTHOR: Obernolte [R] TITLE: State Responsibility Areas: Fire Prevention Fees FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 01/29/2015 LAST AMEND: 06/02/2015 DISPOSITION: Pending LOCATION: Assembly Inactive File SUMMARY: Requires the State Board of Forestry and Fire Protection to amend emergency regulations to establish a specified fire prevention fee and to annually adjust said fee. Extends the time when the fire prevention fee is due and payable from the date of assessment by the State Board of Equalization. Authorizes the petition for redetermination of the fee to be filed within a specified number of days after service of the notice of determination. STATUS: 07/13/2015 In ASSEMBLY. To Inactive File. Priority: High
CA AB 210	AUTHOR: Gatto [D] TITLE: High-Occupancy Vehicles Lanes: Los Angeles County FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/02/2015 DISPOSITION: Pending LOCATION: Senate Appropriations Committee SUMMARY: Prohibits any high-occupancy vehicle lane from being established on specified portions of state highway routes in the County of Los Angeles, unless that lane is established as a high-occupancy vehicle lane only during the hours of heavy commuter traffic. Requires any existing high-occupancy vehicle lane established on the specified portions of these routes to be modified to conform with those requirements. STATUS: 07/06/2015 In SENATE Committee on APPROPRIATIONS: To Suspense File. Priority: High
CA AB 219	AUTHOR: Daly [D] TITLE: Public Works: Concrete Delivery FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/02/2015 LAST AMEND: 06/01/2015 DISPOSITION: Pending

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LOCATION: Senate Appropriations Committee

SUMMARY:

Expands the definition of public works for purposes of requirements regarding the payment of prevailing wages for public works projects to include the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving any State agency or any political subdivision of the State. Requires the applicable prevailing wage rate to be the rate for the geographic area in which the concrete factory or batching plant is located.

STATUS:

07/06/2015 In SENATE Committee on APPROPRIATIONS: To Suspense File.

Priority: High

CA AB 227

AUTHOR: Alejo [D]

TITLE: Transportation Funding

FISCAL: yes

COMMITTEE:

URGENCY: no

CLAUSE:

INTRODUCED: 02/03/2015

LAST AMEND: 04/15/2015

DISPOSITION: Pending

LOCATION: Assembly Budget Committee

SUMMARY:

Retains weight fee revenues in the State Highway Account. Deletes the provisions relating to the reimbursement of the State Highway Account for weight fee revenues and relating to the making of loans to the General Fund, thereby providing for the portion of fuel excise tax revenues that is derived from increases in the motor vehicle fuel excise tax in 2010 to be allocated to the State Transportation Improvement Program, to the State Highway Operation Program, and to city and county roads.

STATUS:

04/15/2015 In ASSEMBLY. Read second time and amended. Re-referred to Committee on BUDGET.

Priority: High

CA AB 237

AUTHOR: Daly [D]

TITLE: Local Governments: Parcel Taxes: Notice

FISCAL: yes

COMMITTEE:

URGENCY: no

CLAUSE:

INTRODUCED: 02/05/2015

LAST AMEND: 04/20/2015

DISPOSITION: Pending

LOCATION: Assembly Appropriations Committee

SUMMARY:

Requires, before the adoption of any new parcel tax, the legislative body of a local agency to provide notice of the vote to enact the proposed parcel tax to the owner of each parcel affected by the tax within a specified time period of the agency voting to place the proposed parcel tax on the ballot. Requires the notice to include specified information and to be provided to the property owner in a specified manner.

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STATUS:
05/28/2015 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
Priority: High

CA AB 278	<p>AUTHOR: Hernandez R [D] TITLE: District-Based Municipal Elections FISCAL COMMITTEE: yes URGENCY: no CLAUSE: INTRODUCED: 02/11/2015 LAST AMEND: 06/01/2015 DISPOSITION: Pending LOCATION: Senate Elections and Constitutional Amendments Committee SUMMARY: Requires the legislative body of a city with a specified minimum population to adopt an ordinance, without submitting the ordinance to the voters of the city, for the election of members of the legislative body by district. Requires the boundary lines of each district be adjusted in accordance with specified provisions of law. Requires the proposed boundaries satisfy specified criteria. STATUS: 07/07/2015 In SENATE Committee on ELECTIONS AND CONSTITUTIONAL AMENDMENTS: Failed passage. 07/07/2015 In SENATE Committee on ELECTIONS AND CONSTITUTIONAL AMENDMENTS: Reconsideration granted. Priority: High</p>
CA AB 279	<p>AUTHOR: Dodd [D] TITLE: Disclosure of Information: Franchise Tax Board FISCAL COMMITTEE: yes URGENCY: no CLAUSE: INTRODUCED: 02/11/2015 DISPOSITION: To Governor LOCATION: Enrolled SUMMARY: Amends existing law that requires, upon the request of the Franchise Tax Board, each city that assesses a city business tax or requires a city business license to annually submit to the Board specified information relating to the administration of the city's business tax program. STATUS: 07/13/2015 Enrolled. Priority: High</p>
CA AB 280	<p>AUTHOR: Brown [D] TITLE: Small Claims Courts: Jurisdiction FISCAL COMMITTEE: no URGENCY: no CLAUSE: INTRODUCED: 02/11/2015</p>

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DISPOSITION: Pending
LOCATION: Assembly Judiciary Committee
SUMMARY:

Gives the small claims court jurisdiction over an action filed by a city, county, city and county, school district, county office of education, community college district, local district, or any other local public entity if the amount of the demand does not exceed \$10,000. Eliminates the provision relating to the transfer of small claims actions where the opposing party is represented by counsel.

STATUS:
02/23/2015 To ASSEMBLY Committee on JUDICIARY.
Priority: High

CA AB 283 **AUTHOR:** Dababneh [D]
TITLE: Financial Affairs
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/11/2015
LAST AMEND: 06/23/2015
DISPOSITION: To Governor
LOCATION: Enrolled
SUMMARY:

Extends an existing temporary authority for a local agency to invest its surplus funds, in certificates of deposit or in another form of investment. Removes a limitation on the percentage of local agency funds that may be invested in certificates of deposit. Authorizes a local agency to invest surplus funds to investments in certificates of deposit indefinitely. Removes the limit on the percentage of such funds that may be invested by any one private sector entity.

STATUS:
07/15/2015 Enrolled.
Priority: High

CA AB 288 **AUTHOR:** Holden [D]
TITLE: Public Schools: College and Career Access Pathways
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/11/2015
LAST AMEND: 07/13/2015
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee
SUMMARY:

Authorizes the governing board of a community college district to enter into a College and Career Access Pathways partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness. Provides the authorized number of units that may be taken under the programs.

STATUS:
07/13/2015 In SENATE. Read second time and amended. Re-referred to

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Priority: Committee on APPROPRIATIONS.
High

CA AB 295 **AUTHOR:** Gipson [D]
TITLE: Public Employment
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/12/2015
DISPOSITION: Pending
LOCATION: Assembly Public Employees, Retirement and Social Security
Committee

SUMMARY:

Requires a public agency, if the public agency becomes the successor employer to a private employer that offers emergency medical transportation services, to immediately recognize a new bargaining unit consisting of the emergency medical transportation employees of the predecessor private employer and recognizes an employee organization as the exclusive representative of the new bargaining unit.

STATUS:

02/23/2015 To ASSEMBLY Committee on PUBLIC EMPLOYEES,
RETIREMENT AND SOCIAL SECURITY.

Priority: High

CA AB 313 **AUTHOR:** Atkins [D]
TITLE: Enhanced Infrastructure Financing Districts
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/12/2015
LAST AMEND: 06/30/2015
DISPOSITION: Pending
LOCATION: Senate Consent Calendar
SUMMARY:

Requires, after the adoption of a resolution of intention to establish the proposed infrastructure district, the legislative body to send a copy of the resolution to the public financing authority. Revises the duties of the public financing authority after the resolution of intention to establish the proposed district has been adopted, so that the public financing authority, instead of the legislative body, will perform the specified duties related to the Infrastructure financing plan.

STATUS:

07/16/2015 In SENATE. Read second time. To Consent Calendar.

Priority: High

CA AB 323 **AUTHOR:** Olsen [R]
TITLE: Environmental Quality Act: Exemption
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/13/2015

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ENACTED: 07/06/2015
DISPOSITION: Enacted
LOCATION: Chaptered
CHAPTER: 52

SUMMARY:

Amends the California Environmental Quality Act that exempts a project or an activity to repair, maintain, or make minor alterations to an existing roadway, if the project of activity is carried out by a city or county with a specified population to improve public safety and meets other specified requirements, to extend that exemption to a specified date.

STATUS:

07/06/2015 Signed by GOVERNOR.
 07/06/2015 Chaptered by Secretary of State. Chapter No. 52
Priority: High

CA AB 325

AUTHOR: Wood [D]
TITLE: Community Development Block Grant Program
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/13/2015
LAST AMEND: 07/01/2015
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee

SUMMARY:

Relates to the Community Development Block Grant Program. Requires the Department of Housing and Community Development to enter into a grant agreement with the applicant. Provides for a list of activities and procedures to receive a grant. Authorizes the Department to make changes to the final list of activities if the applicant makes changes to the original application or the federal government or the Legislature requires changes.

STATUS:

07/07/2015 From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on APPROPRIATIONS. (11-0)
Priority: High

CA AB 327

AUTHOR: Gordon [D]
TITLE: Public Works: Volunteers
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/13/2015
ENACTED: 07/06/2015
DISPOSITION: Enacted
LOCATION: Chaptered
CHAPTER: 53

SUMMARY:

Extends the provisions of existing law that provides governing public works does not apply to specified work performed by a volunteer, a volunteer coordinator, or a member of the California Conservation corps or a community conservation corps.

STATUS:

07/06/2015 Signed by GOVERNOR.

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07/06/2015 Chaptered by Secretary of State. Chapter No. 53
Priority: High

CA AB 335	AUTHOR: Patterson [R] SANBAG Position: Support TITLE: Air Quality: Minor Violations FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/13/2015 LAST AMEND: 04/06/2015 DISPOSITION: Failed LOCATION: ASSEMBLY SUMMARY: Requires the State Air Resources Board and air pollution control and air quality management districts to adopt regulations classifying minor violations. Requires a representative of those agencies to issue a notice to comply. Requires the State Air Resources Board to report to the Legislature regarding implementation of these provisions. Exempts such districts from these provisions if the districts have a similar program in effect as of a specified date. STATUS: 05/19/2015 From ASSEMBLY Committee on NATURAL RESOURCES without further action pursuant to JR 62(a). Priority: High
CA AB 351	AUTHOR: Jones-Sawyer [D] TITLE: Public Contracts: Small Business Participation FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/17/2015 DISPOSITION: Pending LOCATION: Assembly Appropriations Committee SUMMARY: Requires all state agencies, departments, boards, and commissions to establish and achieve an annual goal of small business participation in state procurements and contracts, to ensure that the state's procurement and contract processes are administered in order to meet or exceed the goal, and to report to the Director of General Services statistics regarding small business participation in the agency's procurements and contracts. Requires a plan for agencies not meeting related goals. STATUS: 05/28/2015 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee. Priority: High
CA AB 360	AUTHOR: Melendez [R] TITLE: Airports: Evaluation FISCAL yes COMMITTEE: URGENCY no CLAUSE:

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INTRODUCED: 02/17/2015
LAST AMEND: 03/26/2015
DISPOSITION: Pending
LOCATION: Assembly Transportation Committee

SUMMARY:

Amends existing law which requires the State Department of Transportation, prior to finalizing an evaluation for the need for an airport that is owned and operated by the United States in the State that ceases to be so owned or operated, to submit a copy of its report to the State Transportation Commission for review and comment within a specified number of days. Provides an increase in the time period for the Commission to complete its review and comment.

STATUS:

03/26/2015 To ASSEMBLY Committee on TRANSPORTATION.
 03/26/2015 From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
 03/26/2015 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

Priority: High

CA AB 368

AUTHOR: Steinorth [R]
TITLE: Community Redevelopment
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/17/2015
DISPOSITION: Pending
LOCATION: ASSEMBLY

SUMMARY:

Makes nonsubstantive changes to existing law relating to redevelopment agencies that provides for specified payments with respect to development project areas.

STATUS:

02/17/2015 INTRODUCED.

Priority: High

CA AB 393

AUTHOR: Hernandez R [D]
TITLE: Veteran Resource Centers Grant Program
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/18/2015
LAST AMEND: 03/23/2015
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee

SUMMARY:

Establishes the Veteran Resource Centers Grant Program and related grant fund. Authorizes the governing board of a community college district and campus at which a veterans resource center has been or is intended to be establishes to jointly apply for a grant for providing resources to veterans and active duty members of the Armed Forces enrolled at the campus. Requires the Board of Governors of the California Community Colleges to submit a related report to the Legislature on the program's progress.

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STATUS:
05/28/2015 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
Priority: High

CA AB 400 **AUTHOR:** Alejo [D]
TITLE: Department of Transportation: Changeable Message Signs
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2015
LAST AMEND: 06/17/2015
DISPOSITION: Pending
LOCATION: Senate Third Reading File
SUMMARY:
Requires the State Department of Transportation to update its internal policies to allow displays of safety, transportation-related and voting-relating messages on changeable message signs, subject to approval by the United States Department of Transportation.
STATUS:
07/07/2015 In SENATE. Read second time. To third reading.
Priority: High

CA AB 402 **AUTHOR:** Dodd [D]
TITLE: Local Agency Services: Contracts
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2015
LAST AMEND: 06/30/2015
DISPOSITION: Pending
LOCATION: Senate Third Reading File
SUMMARY:
Revises the circumstances under which a local agency formation commission may authorize a city or district to provide new or extended services. Establishes a pilot program for the Napa, and San Bernardino commissions that would the commissions to authority a city or district to provide new or extended services outside both its jurisdictional boundaries and its sphere of influence under specified circumstances.
STATUS:
06/30/2015 In SENATE. Read second time and amended. To third reading.
Priority: High

CA AB 422 **AUTHOR:** McCarty [D]
TITLE: Sacramento Regional Transit District: Line of Credit
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2015
LAST AMEND: 07/16/2015
DISPOSITION: Pending

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LOCATION: Senate Third Reading File

SUMMARY:

Authorizes the Sacramento Regional Transit District to seek and receive a short-term revolving line of credit for operating purposes in anticipation of receipt of federal operating grants, with the extension of credit to the district evidenced by a note, in addition to and as an alternative to temporary borrowing. Authorizes the district to pledge anticipated federal grants and other available funds as security for repayment of the note and prescribes other terms.

STATUS:

07/16/2015 In SENATE. Read second time and amended. To third reading.

Priority: High

CA AB 450

AUTHOR: McCarty [D]

TITLE: Greenhouse Gas: Energy Efficiency: Financing.

FISCAL no

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/23/2015

DISPOSITION: Pending

LOCATION: Senate Environmental Quality Committee

SUMMARY:

Amends an existing law which authorizes a public agency to issue revenue bonds that are secured by a voluntary contractual assessment agreed to between the public agency and a property owner to finance the installation of distributed generation renewable energy sources or energy or water efficiency improvements that are permanently affixed on the owner's real property. Authorizes the use of the moneys in the Greenhouse Gas Reduction Fund to provide funding for the implementation of the PACE Reserve Program.

STATUS:

05/14/2015 To SENATE Committees on ENVIRONMENTAL QUALITY and APPROPRIATIONS.

Priority: High

CA AB 455

AUTHOR: Bigelow [R]

TITLE: Groundwater Sustainability Plans

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/23/2015

DISPOSITION: Pending

LOCATION: Assembly Water, Parks and Wildlife Committee

SUMMARY:

Amends the California Environmental Quality Act. Requires the Judicial Council to adopt a rule of court to establish procedures applicable to actions or proceedings brought to attack, review, set aside, void, or annul the certification of an environmental impact report for certain projects covered by a groundwater sustainability plan. Prohibits the court from staying or enjoying the construction or operation of the project unless the court makes a certain finding.

STATUS:

04/14/2015 In ASSEMBLY Committee on WATER, PARKS AND WILDLIFE:
Not heard.

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Priority: High

CA AB 464 **AUTHOR:** Mullin [D]
TITLE: Transactions and Use taxes: Maximum Combined Rate
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/23/2015
LAST AMEND: 06/17/2015
DISPOSITION: To Governor
LOCATION: Enrolled
SUMMARY:

Amends existing law that authorizes cities and counties, and if specifically authorized, other local government entities, to levy a transactions and use tax for general purposes, in accordance with the procedures and requirements set forth in the Transactions and Use Tax Law, including a requirement that the combined rate of all taxes imposed in the county to not exceed a specified percentage. Increases the maximum combined rate.

STATUS:

07/22/2015 Enrolled.

Priority: High

CA AB 516 **AUTHOR:** Mullin [D]
TITLE: Vehicles: Temporary License Plates
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/23/2015
LAST AMEND: 07/16/2015
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee
SUMMARY:

Requires the Department of Motor Vehicles to develop an operational system that allows a dealer or lessor-retailer to electronically report the sale of a vehicle and provide a temporary license plate. Authorizes related fees and document fees. Prohibits a person from displaying or presenting to a peace officer, a temporary plate that was not issued for that vehicle. Relates to counterfeiting temporary plates. Requires the replacement or destruction of temporary plates upon receipt of permanent plates.

STATUS:

07/16/2015 In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.

Priority: High

CA AB 620 **AUTHOR:** Hernandez R [D]
TITLE: High-Occupancy Toll Lanes: Exemptions from Tolls
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/24/2015
DISPOSITION: Pending

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LOCATION: Assembly Transportation Committee

SUMMARY:

Relates to high-occupancy toll lanes. Requires the Los Angeles county Metropolitan Transportation Authority, in implementing the value-pricing and transit development program, to adopt eligibility requirements for mitigation measures for commuters and transit users of low and moderate income. Requires provision of hardship exemptions from the payment of toll charges for commuters who meet the eligibility requirement for specified assistance programs.

STATUS:

04/27/2015 In ASSEMBLY Committee on TRANSPORTATION: Not heard.

Priority: High

CA AB 644

AUTHOR: Wood [D]

TITLE: Land Use: General Plan: Safety Element: Fire Hazard

FISCAL no

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/24/2015

LAST AMEND: 07/16/2015

DISPOSITION: Pending

LOCATION: Senate Appropriations Committee

SUMMARY:

Relates to the Subdivision Map Act. Exempts specified findings before approving a tentative map or a parcel map for which a tentative map was not required, that would subdivide land identified in the open space element for the managed production of resources. Applies the exemption to subdivision of land consistent with open space purpose. Requires the land to be subject to a binding restriction prohibiting the development of a habitable, industrial, or commercial building or structure under a condition.

STATUS:

07/16/2015 In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.

Priority: High

CA AB 645

AUTHOR: Williams [D]

TITLE: California Renewables Portfolio Standard

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/24/2015

DISPOSITION: Pending

LOCATION: Senate Appropriations Committee

SUMMARY:

Expresses the intent of the Legislature for the purposes of the Renewables Portfolio Standard program that the amount of electricity generated per year from eligible renewable energy resources be increased to an amount equal to at least 50% by a specified date. Requires the Public Utilities Commission to establish the quantity of electricity products from eligible renewable energy resources to be procured by each retail seller for specified periods.

STATUS:

07/07/2015 From SENATE Committee on ENERGY, UTILITIES AND

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COMMUNICATIONS: Do pass to Committee on APPROPRIATIONS. (8-3)

Priority: High

CA AB 654	<p>AUTHOR: Brown [D] TITLE: Redevelopment: Revenues from Property Tax Override FISCAL COMMITTEE: yes URGENCY: no CLAUSE: INTRODUCED: 02/24/2015 LAST AMEND: 04/22/2015 DISPOSITION: Pending LOCATION: Assembly Appropriations Committee SUMMARY: Authorizes a city, county, city and county, or special district that levies a property tax rate, approved by voters of those entities, to make payments in support of the State Water Project and levied in addition to the general property tax rate, to make a request to an oversight board to prohibit revenues derived from that tax rate from be deposited into a Redevelopment Property Tax Fund. Authorizes revenues from the tax rate, minus any revenue denied by oversight board, to be paid into the entities fund. STATUS: 05/28/2015 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee. Priority: High</p>
CA AB 678	<p>AUTHOR: O'Donnell [D] TITLE: Energy Efficiency and Greenhouse Gas Reductions FISCAL COMMITTEE: yes URGENCY: no CLAUSE: INTRODUCED: 02/25/2015 LAST AMEND: 07/09/2015 DISPOSITION: Pending LOCATION: Senate Second Reading File SUMMARY: Requires the State Air Resources Board to develop and implement the Energy Efficiency and Greenhouse Gas Reductions Ports Program to fund energy efficiency upgrades and investments at public ports. Requires a port to develop and adopt an energy plan for the port to receive funding for energy-related projects. Authorizes the State Board to expend moneys it receives from an appropriation from the fund for the purposes of the bill. STATUS: 07/15/2015 From SENATE Committee on ENVIRONMENTAL QUALITY: Do pass as amended to Committee on APPROPRIATIONS. (7-0) Priority: High</p>
CA AB 692	<p>AUTHOR: Quirk [D] TITLE: Low-Carbon Transportation Fuels FISCAL COMMITTEE: yes URGENCY: no</p>

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CLAUSE:**INTRODUCED:** 02/25/2015**LAST AMEND:** 06/02/2015**DISPOSITION:** Pending**LOCATION:** Senate Appropriations Committee**SUMMARY:**

Amends the Global Warming Solutions Act of 2006. Requires a minimum percentage of the aggregate amount transportation fuel purchased by State agencies that are buyers of transportation fuel to be procured from very low carbon transportation fuel sources. Requires that percentage to be increased each year until a specified date. Requires to coordination with buyer State agencies. Authorizes the Legislature to appropriate money from the Greenhouse Gas Reduction Fund to offset the cost of such fuel.

STATUS:

07/15/2015 From SENATE Committee on ENVIRONMENTAL QUALITY: Do pass to Committee on APPROPRIATIONS. (5-2)

Priority: High

CA AB 712

AUTHOR: Mullin [D]**TITLE:** Redevelopment: Successor Agencies: Payment Schedule**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/25/2015**DISPOSITION:** Pending**LOCATION:** Assembly Local Government Committee**SUMMARY:**

Amends existing law that governs redevelopment successor agencies. Revises the timeline for the preparation of the required Recognized Obligation Payment Schedule. Provides that the successor agency prepare a schedule for a 12-month fiscal period, with the first of these periods beginning on a specified date. Authorizes the Recognized Obligation Payment Schedule to be amended by the oversight board during a 12-month fiscal period under a specified condition.

STATUS:

03/12/2015 To ASSEMBLY Committees on LOCAL GOVERNMENT and HOUSING AND COMMUNITY DEVELOPMENT.

Priority: High

CA AB 720

AUTHOR: Cooley [D]**TITLE:** Global Warming Solutions Act of 2006**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/25/2015**DISPOSITION:** Pending**LOCATION:** Assembly Natural Resources Committee**SUMMARY:**

Amends the Global Warming Solutions Act of 2006. Requires the State Air Resources Board for any market-based compliance mechanism that the Board might adopt, to allow participating entities to freely sell or transfer greenhouse gas emissions allowances held in a holding account or compliance account, except for allowances that have been expressly

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retired to meet a compliance obligation. Requires the Board to set a price cap on any allowances offered for purchase through the Board.

STATUS:

04/27/2015 In ASSEMBLY Committee on NATURAL RESOURCES: Not heard.

Priority: High

CA AB 754	AUTHOR: Ridley-Thomas S [D] TITLE: Taxation FISCAL no COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/25/2015 DISPOSITION: Pending LOCATION: ASSEMBLY SUMMARY: Declares the intent of the Legislature to subsequently amend this bill to include provisions that would provide tax relief to small businesses conducting business in Los Angeles County during the period of disruption caused by specified transit-related construction activities, conducted by the county Metropolitan Transportation Authority, and resulting in decreased business revenue. STATUS: 02/25/2015 INTRODUCED. Priority: High
CA AB 755	AUTHOR: Ridley-Thomas S [D] TITLE: Sales and Use Taxes: Los Angeles County Transit FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/25/2015 LAST AMEND: 05/13/2015 DISPOSITION: Pending LOCATION: Assembly Revenue and Taxation Committee SUMMARY: Exempts partially from the sales and use tax laws the gross receipts from the sale of, and the storage, use or other consumption of, tangible personal property sold by, or purchased from, a retailer is a small business, and whose property line abuts or faces the rail corridor or a designated construction staging or construction storage area of specified light rail lines in the Los Angeles County Metropolitan Transportation Authority. Requires a small business certification to receive a partial exemption. STATUS: 05/13/2015 From ASSEMBLY Committee on REVENUE AND TAXATION with author's amendments. 05/13/2015 In ASSEMBLY. Read second time and amended. Re-referred to Committee on REVENUE AND TAXATION. Priority: High
CA AB 779	AUTHOR: Garcia [D] TITLE: Environmental Quality: Transit Priority Areas

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FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/25/2015
LAST AMEND: 06/01/2015
DISPOSITION: Pending
LOCATION: Senate Environmental Quality Committee
SUMMARY:

Relates to the California Environmental Quality Act that requires a lead agency to prepare, or cause to be prepared, an environmental impact report on a project that it proposes to carry out or approve that may or may not have a significant effect on the environment. Authorizes the Office of Planning and Research to determine that transportation impacts for residential and mixed-use projects in transit priority areas do not meet the threshold of significance.

STATUS:
07/08/2015 Re-referred to SENATE Committee on ENVIRONMENTAL QUALITY.
Priority: High

CA AB 797 **AUTHOR:** Steinorth [R]
TITLE: Regulations: Effective Dates: Legislative Review
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/26/2015
LAST AMEND: 04/06/2015
DISPOSITION: Pending
LOCATION: Senate Governmental Organization Committee
SUMMARY:
Relates to the Administrative Procedure Act and the Office of Administrative Law. Requires the office to submit to the policy committee of each Legislative house a copy of each major regulation it submits to the Secretary of State. Provides that the Legislature may pass a statute to override the regulation. Requires the office to submit a copy of each major regulation submitted to the Secretary of State to the appropriate policy committees with responsibility for the subject matter.
STATUS:
05/14/2015 To SENATE Committee on GOVERNMENTAL ORGANIZATION.
Priority: High

CA AB 806 **AUTHOR:** Dodd [D]
TITLE: Planning: Permits: Strand-Mounted Antenna
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/26/2015
LAST AMEND: 07/13/2015
DISPOSITION: Pending
LOCATION: Senate Governance and Finance Committee
SUMMARY:
Requires State and local agencies to encourage the installation of broadband by eliminating

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barriers that restrict broadband deployment. Requires that strand-mounted antennas that were previously in accordance with State and local permitting requirements be exempt from additional permit requirements.

STATUS:

07/13/2015 From SENATE Committee on GOVERNANCE AND FINANCE with author's amendments.

07/13/2015 In SENATE. Read second time and amended. Re-referred to Committee on GOVERNANCE AND FINANCE.

Priority: High

CA AB 857

AUTHOR: Perea [D]
TITLE: Clean Truck: Bus and Off-Road Vehicle Technology
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/26/2015
LAST AMEND: 06/23/2015
DISPOSITION: Pending
LOCATION: Senate Second Reading File
SUMMARY:

Requires no less a percentage or a specified amount of money, under the Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program that is appropriated for technology development, demonstration, precommercial pilots, and early commercial deployments of zero- and near zero-emission, medium- and heavy-duty truck technology be allocated and spent to support commercial development existing zero- and near-zero-emission heavy-duty truck technology meeting or exceeding a specified emission standard.

STATUS:

07/15/2015 From SENATE Committee on ENVIRONMENTAL QUALITY: Do pass as amended to Committee on APPROPRIATIONS. (5-2)

Priority: High

CA AB 868

AUTHOR: Obernolte [R]
TITLE: Public Employees' Retirement System
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/26/2015
ENACTED: 07/14/2015
DISPOSITION: Enacted
LOCATION: Chaptered
CHAPTER: 86
SUMMARY:

Relates to contracting agencies and transfer of membership with the Public Employees' Retirement System with respect to the counties of Kern, Los Angeles, and Orange. Expands the application of the provisions to the County of San Bernardino.

STATUS:

07/14/2015 Signed by GOVERNOR.

07/14/2015 Chaptered by Secretary of State. Chapter No. 86

Priority: High

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CA AB 869	AUTHOR: Cooper [D] TITLE: Public Transportation Agencies: Fare Evasion FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/26/2015 LAST AMEND: 06/18/2015 DISPOSITION: Pending LOCATION: Senate Inactive File SUMMARY: Relates to prohibited conduct on public transit. Provides a person who fails to pay the administrative penalty when due or successfully complete the administrative process to dismiss the notice of fare evasion or passenger conduct violation may be subject to criminal penalties. Requires the notice of fare contain a printed statement that the person may be charged with an infraction or misdemeanor if the penalty is not paid or dismissed. Requires dismissal of collection if the person is criminally charged. STATUS: 07/02/2015 In SENATE. From third reading. To Inactive File. Priority: High
CA AB 877	AUTHOR: Chu [D] TITLE: Transportation FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/26/2015 LAST AMEND: 03/26/2015 DISPOSITION: Pending LOCATION: Assembly Transportation Committee SUMMARY: Amends existing law the created the State Transportation Commission and provided for the Commission's membership. Expand the Commission's membership with additional Assembly and Senate members as ex officio nonvoting members. States the intent of the Legislature to enact legislation to find a funding stream to supplement the fuel excise tax for transportation infrastructure projects in the State. STATUS: 03/26/2015 To ASSEMBLY Committee on TRANSPORTATION. 03/26/2015 From ASSEMBLY Committee on TRANSPORTATION with author's amendments. 03/26/2015 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION. Priority: High
CA AB 904	AUTHOR: Perea [D] TITLE: Air Quality Improvement: Vehicle Rebate Project FISCAL yes COMMITTEE: URGENCY no CLAUSE:

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INTRODUCED: 02/26/2015
LAST AMEND: 07/13/2015
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee

SUMMARY:

Relates to the Clean Vehicle Rebate Project. Requires the state board to establish the Clean Reused Vehicle Rebate Project, as a part of the Air Quality Improvement Program, to provide rebates or other incentives for the acquisition of an eligible used vehicle, the replacement or refurbishment of a battery and related components for an eligible used vehicle, or an extended warranty for the battery or related components, or an extended service warranty to cover unexpected vehicles repairs.

STATUS:

07/15/2015 From SENATE Committee on ENVIRONMENTAL QUALITY: Do pass to Committee on APPROPRIATIONS. (5-1)

Priority: High

CA AB 914	AUTHOR: Brown [D]	SANBAG Position: Sponsor
	TITLE: Toll Facilities: County of San Bernardino	
	FISCAL yes	
	COMMITTEE:	
	URGENCY no	
	CLAUSE:	
	INTRODUCED: 02/26/2015	
	LAST AMEND: 06/30/2015	
	DISPOSITION: Pending	
	LOCATION: Senate Third Reading File	
	SUMMARY:	
	Authorizes the San Bernardino County Transportation Commission to conduct, administer, and operate a value-pricing program including HOT lanes and other toll facilities on Interstate Highway Route 10 and 15 in the County of San Bernardino and, with the agreement of affected transportation agencies, specified extension and connections into the Counties of Los Angeles and Riverside. Requires the toll revenues to be spent for specified transportation purposes. Authorizes the Commission to issue revenue bonds.	
	STATUS:	
	07/14/2015	In SENATE. Read second time. To third reading.
	Priority:	High
CA AB 945	AUTHOR: Ting [D]	
	TITLE: Sales and Use Taxes: Exemption: Low-Emission Vehicles	
	FISCAL yes	
	COMMITTEE:	
	URGENCY no	
	CLAUSE:	
	INTRODUCED: 02/26/2015	
	LAST AMEND: 05/20/2015	
	DISPOSITION: Pending	
	LOCATION: Assembly Appropriations Committee	
	SUMMARY:	
	Provides a partial exemption from sales and use tax laws with respect to the sale of specified low-emission vehicles.	
	STATUS:	
	05/28/2015	In ASSEMBLY. Joint Rule 62(a) suspended.

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05/28/2015 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
Priority: High

CA AB 948 **AUTHOR:** Patterson [R]
TITLE: Local Government: Community Service Districts
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/26/2015
LAST AMEND: 05/05/2015
DISPOSITION: Pending
LOCATION: Assembly Local Government Committee
SUMMARY:
 Amends the Community Services District Law. Authorizes a person to serve on the Board of Directors of the Sierra Cedars Community Services District if he or she holds title to land within the district.
STATUS:
 05/05/2015 From ASSEMBLY Committee on LOCAL GOVERNMENT with author's amendments.
 05/05/2015 In ASSEMBLY. Read second time and amended. Re-referred to Committee on LOCAL GOVERNMENT.
Priority: High

CA AB 956 **AUTHOR:** Mathis [R]
TITLE: California Environmental Quality Act: Exemption
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/26/2015
LAST AMEND: 04/13/2015
DISPOSITION: Failed
LOCATION: Assembly Natural Resources Committee
SUMMARY:
 Exempts from the requirements of the California Environmental Quality Act activities undertaken by a local agency in response to a drought that are necessary for water recycling projects that provide water for drinking and sanitation to specific individuals and communities.
STATUS:
 06/08/2015 From ASSEMBLY Committee on NATURAL RESOURCES without further action pursuant to JR 62(a).
Priority: High

CA AB 1009 **AUTHOR:** Garcia [D]
TITLE: Local Government: Redevelopment: Revenues
FISCAL yes
COMMITTEE:
URGENCY yes
CLAUSE:
INTRODUCED: 02/26/2015

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DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee
SUMMARY:

Authorizes a city or county that levies a property tax rate to make payments in support of pension programs and levied in addition to the general property tax rate, to make a request to an oversight board to prohibit revenues derived from that property tax rate from being deposited into a Redevelopment Property Tax Fund. Provides the circumstances for denial of such request. Requires the county-auditor to allocate funds from the Fund to a city or county that levied the property tax.

STATUS:
05/28/2015 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
Priority: High

CA AB 1015	<p>AUTHOR: Bloom [D] TITLE: Parking: Car Share Vehicles FISCAL no COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/26/2015 ENACTED: 07/02/2015 DISPOSITION: Enacted LOCATION: Chaptered CHAPTER: 41 SUMMARY: Authorizes a local authority to, by ordinance or resolution, designate certain streets or portions of streets for the nonexclusive parking privilege of motor vehicles participating in a car share vehicle program or ridesharing program. STATUS: 07/02/2015 Signed by GOVERNOR. 07/02/2015 Chaptered by Secretary of State. Chapter No. 41 Priority: High</p>
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CA AB 1030	<p>AUTHOR: Ridley-Thomas S [D] TITLE: Global Warming Solutions Act of 2006: Greenhouse Gas FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/26/2015 LAST AMEND: 07/07/2015 DISPOSITION: Pending LOCATION: Senate Appropriations Committee SUMMARY: Amends existing law that relates to the Greenhouse Gas Reduction Fund. Requires priority be given to projects involving hiring that support the targeted training and hiring of workers from disadvantaged communities for career-track jobs. STATUS: 07/07/2015 In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS. Priority: High</p>
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CA AB 1033	AUTHOR: Garcia E [D] TITLE: Infrastructure Financing FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/26/2015 DISPOSITION: Pending LOCATION: Assembly Jobs, Economic Development, and The Economy Committee SUMMARY: Amends the Bergeson-Peace Infrastructure and Economic Development Bank Act, which establishes the California Infrastructure and Economic Development Bank, and authorizes the issuance of bonds. Revises the definition of economic development facilities to include facilities that are used to provide goods movement. Revises the definition of port facilities to reference airports, landports, waterports and railports. STATUS: 03/19/2015 To ASSEMBLY Committees on JOBS, ECONOMIC DEVELOPMENT AND THE ECONOMY and TRANSPORTATION. Priority: High
CA AB 1068	AUTHOR: Allen T [R] TITLE: California Environmental Quality Act: Priority Projects FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/26/2015 DISPOSITION: Pending LOCATION: Assembly Natural Resources Committee SUMMARY: Authorizes each Member of the Legislature to nominate one project within his or her respective district each year, and the Governor to designate those projects as priority projects if the projects meet specified requirements. Requires the Governor to provide a notice of the designation to the appropriate lead agency and to the Office of Planning and Research. Requires an environmental impact report for each project. Authorizes tiering from previously prepared reports. Relates to court stays of projects. STATUS: 03/19/2015 To ASSEMBLY Committees on NATURAL RESOURCES and JUDICIARY. Priority: High
CA AB 1074	AUTHOR: Garcia [D] TITLE: Alternative Fuels: Infrastructure FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 04/15/2015

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DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee
SUMMARY:

Amends laws regarding the Humboldt Bay Harbor, Recreation, and Conservation District and specified harbor and port districts. Provides for a State policy to accelerate the adoption of vehicles using alternative fuels by increasing the amount of charging and refueling options to facilitate electric, hydrogen, and natural gas vehicles traveling along all passenger and goods movement corridors on federal and state highways. Requires refueling infrastructure plan for alternative refueling.

STATUS:
05/28/2015 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
Priority: High

CA AB 1079	<p>AUTHOR: Obernolte [R] TITLE: Successor Agencies: Due Diligence Review FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/27/2015 DISPOSITION: Pending LOCATION: Assembly Local Government Committee SUMMARY: Relates to finding of completion. Amends an existing which provides for the designation of successor agencies to wind down the affairs of dissolved redevelopment agencies and which requires a successor agency to employ a licensed accountant to conduct a certain due diligence review. Provides that the requirements of a due diligence review have been satisfied if specified conditions with respect to a transfer of assets are met. STATUS: 03/19/2015 To ASSEMBLY Committees on LOCAL GOVERNMENT and HOUSING AND COMMUNITY DEVELOPMENT. Priority: High</p>
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CA AB 1080	<p>AUTHOR: Obernolte [R] TITLE: Redevelopment: Enforceable Obligations FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/27/2015 DISPOSITION: Pending LOCATION: Assembly Local Government Committee SUMMARY: Relates to military base reuse. Authorizes the Department of Finance to find that an agreement between a former redevelopment agency and a joint powers authority that was created to exercise the powers provided by the Military Base Reuse Authority Act is an enforceable obligation. STATUS: 03/19/2015 To ASSEMBLY Committees on LOCAL GOVERNMENT and HOUSING AND COMMUNITY DEVELOPMENT. Priority: High</p>
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CA AB 1087	AUTHOR: Grove [R] TITLE: Greenhouse Gas Reduction Fund: High-Speed Rail FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/27/2015 DISPOSITION: Pending LOCATION: Assembly Transportation Committee SUMMARY: Provides that the continuous appropriations from the Greenhouse Gas Reduction Fund to the High-Speed Rail Authority are for specified components of the initial operating segment and phase I blended system, as described in the Authority's 2012 business plan, of the high speed train system that shall be constructed. STATUS: 04/20/2015 In ASSEMBLY Committee on TRANSPORTATION: Failed passage. 04/20/2015 In ASSEMBLY Committee on TRANSPORTATION: Reconsideration granted. Priority: High
CA AB 1098	AUTHOR: Bloom [D] TITLE: Transportation: Congestion Managment FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 03/26/2015 DISPOSITION: Pending LOCATION: Assembly Transportation Committee SUMMARY: Deletes traffic level of service standards as an element of a congestion management program and deletes related requirements, including a requirement that a city or county prepare a plan when highway or roadway level of service standards are not maintained. Requires performance measures to include vehicle miles traveled, air emissions, and bicycle, transit, and pedestrian mode share. Requires an evaluation of how a congestion management program contributes to achieving a greenhouse gas reduction target. STATUS: 03/26/2015 To ASSEMBLY Committees on TRANSPORTATION and LOCAL GOVERNMENT. 03/26/2015 From ASSEMBLY Committee on TRANSPORTATION with author's amendments. 03/26/2015 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION. Priority: High
CA AB 1138	AUTHOR: Patterson [R] TITLE: High-Speed Rail: Eminent Domain FISCAL yes COMMITTEE:

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URGENCY no
CLAUSE:
INTRODUCED: 02/27/2015
DISPOSITION: Pending
LOCATION: Assembly Transportation Committee
SUMMARY:

Prohibits the High-Speed Rail Authority or the State Public Works Board acting on behalf of the authority, from adopting a resolution of necessity to commence an eminent domain proceeding to acquire a parcel of real property along a corridor, or usable segment thereof, for the high-speed train system unless the resolution identifies the source of all funds to be invested in the corridor or usable segment and the anticipated time of receipt of those funds.

STATUS:

04/20/2015 In ASSEMBLY Committee on TRANSPORTATION: Failed passage.

04/20/2015 In ASSEMBLY Committee on TRANSPORTATION: Reconsideration granted.

Priority: High

CA AB 1171	AUTHOR: Linder [R] SANBAG Position: Support TITLE: Construction Manager: General Contractor Method FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 06/19/2015 DISPOSITION: Pending LOCATION: Assembly Unfinished Business - Concurrence in Senate Amendments SUMMARY: Authorizes regional transportation agencies to use the Construction Manager/General Contractor project delivery method to design and construct certain expressways that are not on the state highway system if the expressways are developed in accordance with an expenditure plan approved by voters, there is an evaluation of the traditional design-bid-build method of construction, and the transportation agency adopts the method at a public meeting. Requires a report upon completion of a project. STATUS: 07/16/2015 In SENATE. Read third time. Passed SENATE. *****To ASSEMBLY for concurrence. (38-0) Priority: High
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CA AB 1176	AUTHOR: Perea [D] TITLE: Vehicular Air Pollution FISCAL yes COMMITTEE: URGENCY yes CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 07/07/2015 DISPOSITION: Pending LOCATION: Senate Second Reading File SUMMARY: Establishes the Advanced Low-Carbon Diesel Fuels Access program administered by the
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State Energy Resources Conservation and Development Commission, for reducing greenhouse gas emissions of diesel motor vehicles by providing capital assistance for projects that expand advanced low-carbon diesel fueling infrastructure in communities that are disproportionately impacted by environmental hazards and where the greatest air quality impacts can be identified. Relates to contract, grant, or loan extension.

STATUS:

07/15/2015 From SENATE Committee on ENVIRONMENTAL QUALITY: Do pass as amended to Committee on APPROPRIATIONS. (7-0)

Priority:

High

CA AB 1179

AUTHOR: Rendon [D]

TITLE: Global Warming Solutions Act of 2006

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/27/2015

DISPOSITION: Pending

LOCATION: Assembly Appropriations Committee

SUMMARY:

Amends the California Global Warming Solutions Act of 2006 which requires a plan to allocate a specified percentage of available Greenhouse Gas Reduction Fund moneys to projects that benefit disadvantaged communities. Requires the State Air Resources Board to prepare, and post on its Internet Web site, a specified report on the projects funded to benefit disadvantaged communities.

STATUS:

05/28/2015 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.

Priority:

High

CA AB 1202

AUTHOR: Mayes [R]

TITLE: Fire Prevention Fee: Fee Reduction

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/27/2015

LAST AMEND: 05/05/2015

DISPOSITION: Pending

LOCATION: Assembly Appropriations Committee

SUMMARY:

Relates to the State Board of Forestry and Fire Protection. Requires the Board to reduce the amount of the fee to be charged on a habitable structure by an amount equal to the amount paid by the owner of the structure to a local fire district for fire prevention services during the year for which the fee is due, if the owner of the structure provides the Board with written documentation of the amount paid to the local fire district for those services.

Requires guidelines to clarify written documentation.

STATUS:

05/28/2015 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.

Priority:

High

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CA AB 1218	AUTHOR: Weber [D] TITLE: Public Contracts: Disabled Veteran Business Enterprise FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 07/07/2015 DISPOSITION: Pending LOCATION: Senate Appropriations Committee SUMMARY: Requires a greater participation incentive by a public agency be provided a prime contractor who owns a certain disabled veteran business enterprise, and has not entered into contracts as a prime contractor. Requires the Department of Veterans Affairs to maintain additional information relating to its promotion efforts. Provides the records maintenance period for information provided by contractors of veteran business subcontractors used. Relates to certification of payments by contractors. STATUS: 07/14/2015 From SENATE Committee on GOVERNMENTAL ORGANIZATION: Do pass to Committee on APPROPRIATIONS. (13-0) Priority: High
CA AB 1222	AUTHOR: Bloom [D] TITLE: Tow Trucks FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 06/23/2015 DISPOSITION: Pending LOCATION: Senate Appropriations Committee SUMMARY: Applies provisions regarding the removal of a vehicle without permission to towing companies. Requires that the towing company or the owner or operator of the tow truck possess specified information prior to arriving at the scene, or obtain that information prior to leaving the scene. Requires that information to be made available to law enforcement. Requires providing a towed vehicle's owner or operator with an itemized estimate of all charges and services to be performed. Provides misdemeanor violations. STATUS: 07/07/2015 From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on APPROPRIATIONS. (11-0) Priority: High
CA AB 1236	AUTHOR: Chiu [D] TITLE: Local Ordinances: Electric Vehicle Charging Stations FISCAL yes COMMITTEE: URGENCY no CLAUSE:

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INTRODUCED: 02/27/2015
LAST AMEND: 07/09/2015
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee

SUMMARY:

Relates to the Electric Vehicle Charging Stations Open Access Act. Requires a city, county or city and county to approve the installation of electric vehicle charging stations through the issuance of specified permits unless the proposed installation would have an adverse impact upon the public health or safety. Provides appeal of that decision. Creates an expedited and streamlined permitting process for electric vehicle charging stations for local entities with minimum populations.

STATUS:

07/09/2015 In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.

Priority: High

CA AB 1242

AUTHOR: Gray [D]
TITLE: Water Quality: Groundwater Impacts
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/27/2015
LAST AMEND: 07/16/2015
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee

SUMMARY:

Requires the State Water Resources Control Board, in formulating State policy for water quality control and adopting or approving a water quality control plan, to take into consideration any applicable groundwater sustainability plan or alternative and available information regarding the impacts of groundwater use and management on beneficial uses of surface waters.

STATUS:

07/16/2015 In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.

Priority: High

CA AB 1250

AUTHOR: Bloom [D]
TITLE: Vehicles: Buses: Axle Weight
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/27/2015
LAST AMEND: 07/06/2015
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee

SUMMARY:

Amends existing law that exempts from the axle gross weight requirements of a bus, a transit bus procured through a solicitation process pursuant to which a solicitation was issued prior to a specified date. Provides for an extension the the specified date for solicitation. Establishes certain weight limitations for transit buses procured through a

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solicitation process to which a solicitation was issued at a specified time. Provides these provisions do not authorize such bus to travel over certain bridges.

STATUS:

07/14/2015 From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on APPROPRIATIONS. (11-0)

Priority: High

CA AB 1260	<p>AUTHOR: Thurmond [D] TITLE: Joint Exercise of Powers Act FISCAL: yes COMMITTEE: URGENCY: no CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 07/01/2015 DISPOSITION: Pending LOCATION: Senate Education Committee SUMMARY: Authorizes the University of California and the City of Richmond or an enhanced infrastructure financing district to enter into a joint powers agreement for the purpose of financing infrastructure and other improvements within a specified area if those entities have entered into a specified agreement. Makes changes to provisions authorizing a city or county legislative body to establish an enhanced infrastructure financing district, adopt a financing plan, and issue bonds. Provides for disadvantaged areas. STATUS: 07/08/2015 In SENATE Committee on EDUCATION: Not heard. Priority: High</p>	
CA AB 1265	<p>AUTHOR: Perea [D] SANBAG Position: Support TITLE: Transportation Projects: Comprehensive Development FISCAL: yes COMMITTEE: URGENCY: no CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 04/29/2015 DISPOSITION: Pending LOCATION: Assembly Appropriations Committee SUMMARY: Relates to existing law which authorizes the Department of Transportation and regional transportation agencies to enter into comprehensive lease agreements. Provides that a lease agreement shall not be entered into under these provisions on or after a specified date. Includes within the Definition of regional transportation agency, the Santa Clara Valley Transportation Authority, thereby authorizing the authority to enter into public-private partnerships. STATUS: 05/06/2015 In ASSEMBLY Committee on APPROPRIATIONS: To Suspend File. Priority: High</p>	
CA AB 1286	<p>AUTHOR: Mayes [R] SANBAG Position: Support TITLE: State Regulatory Reform Council</p>	

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FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/27/2015
LAST AMEND: 05/04/2015
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee
SUMMARY:

Establishes the State Regulatory Reform Council. Provides for the Council membership. Authorizes the council to make reports in respect to the holistic impact of all levels of State and local government regulations on specified industries operating in the State. Requires the council to post on its Internet Web site a list of its ongoing activities, specified information regarding meetings, and copies of final reports.

STATUS:

05/20/2015 In ASSEMBLY Committee on APPROPRIATIONS: To Suspend File.

Priority: High

CA AB 1288

AUTHOR: Atkins [D]
TITLE: Global Warming Solutions Act of 2006: Regulations
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/27/2015
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee
SUMMARY:

Authorizes the State Air Resources Board to include the use of market-based compliance mechanisms and to adopt a regulation that establishes a system of market-based declining annual aggregate emissions limits for sources or categories of sources that emit greenhouse gases, applicable from January 1, 2012, to December 31, 2020, inclusive, as specified.

STATUS:

07/15/2015 From SENATE Committee on ENVIRONMENTAL QUALITY: Do pass to Committee on APPROPRIATIONS. (5-2)

Priority: High

CA AB 1332

AUTHOR: Quirk [D]
TITLE: California Global Warming Solutions Act of 2006 Offsets
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/27/2015
DISPOSITION: Pending
LOCATION: Assembly Natural Resources Committee
SUMMARY:

Requires, as part of a market-based compliance mechanism, the creation of an offset protocol for renewable energy projects that are able to ramp up or down during peak energy demands.

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03/23/2015 To ASSEMBLY Committee on NATURAL RESOURCES.
Priority: High

CA AB 1335 **AUTHOR:** Atkins [D]
TITLE: Building Homes and Jobs Act
FISCAL yes
COMMITTEE:
URGENCY yes
CLAUSE:
INTRODUCED: 02/27/2015
LAST AMEND: 06/03/2015
DISPOSITION: Pending
LOCATION: Assembly Third Reading File
SUMMARY:
 Enacts the Building Homes and Jobs Act. Imposes a fee on the recording of every real estate instrument, paper, or notice to be recorded. Requires fee revenues be sent to the Department of Housing and Community Development for deposit in the Building Homes and Jobs Fund to be expended for affordable owner-occupied workforce housing and for supporting affordable housing, home ownership opportunities, and other housing-related programs, and admin costs. Establishes a Fund Governing Board.
STATUS:
 06/04/2015 In ASSEMBLY. Assembly Rule 69(d) suspended.
Priority: High

CA AB 1345 **AUTHOR:** Dahle [R]
TITLE: California Global Warming Solutions Act of 2006
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/27/2015
DISPOSITION: Pending
LOCATION: Assembly Natural Resources Committee
SUMMARY:
 Requires the State Air Resources Board, in consultation with the Department of Forestry and Fire Protection, no later than January 1, 2017, to estimate the annual greenhouse gas emissions associated with wildfires in California between the years 1990 and 2015, inclusive.
STATUS:
 03/23/2015 To ASSEMBLY Committee on NATURAL RESOURCES.
Priority: High

CA AB 1347 **AUTHOR:** Chiu [D]
TITLE: Public Contracts Claims
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/27/2015
LAST AMEND: 07/06/2015
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee

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SUMMARY:

Establishes for state and local public contracts a claim resolution process applicable to all claims by contractors in connection with public works. Defines a claim. Provides the procedures that are required of a public entity, upon receipt of a claim sent by registered mail. Provides an alternative claim procedure if the public entity fails to issue a statement. Requires the claim deemed approved in its entirety. Authorizes nonbinding mediation. Provides a public works contractor claim procedure.

STATUS:

07/06/2015 In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.

Priority: High

CA AB 1362	<p>AUTHOR: Gordon [D] TITLE: Local Government Assessments Fees and Charges FISCAL no COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/27/2015 DISPOSITION: Pending LOCATION: Assembly Local Government Committee SUMMARY: Defines stormwater for purposes of the Proposition 218 Omnibus Implementation Act to mean any system of public improvements or service intended to provide for the quality, conservation, control, or conveyance of waters that land on or drain across the natural or man-made landscape. STATUS: 03/23/2015 To ASSEMBLY Committee on LOCAL GOVERNMENT. Priority: High</p>
CA AB 1364	<p>AUTHOR: Linder [R] TITLE: California Transportation Commission FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/27/2015 DISPOSITION: Pending LOCATION: Assembly Transportation Committee SUMMARY: Excludes the California Transportation Commission from the Transportation Agency and establishes it as an entity in the state government. STATUS: 03/23/2015 To ASSEMBLY Committee on TRANSPORTATION. Priority: High</p>
CA AB 1377	<p>AUTHOR: Thurmond [D] TITLE: Solid Waste: Recycling: Diversion: Green Material FISCAL no COMMITTEE: URGENCY no CLAUSE:</p>

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INTRODUCED: 02/27/2015
DISPOSITION: Pending
LOCATION: Assembly Natural Resources Committee
SUMMARY:

Amends existing law which requires each city, county, and regional agency, to develop a source reduction and recycling element of an integrated waste management plan. Deletes obsolete provisions relating to the adoption of regulations.

STATUS:
03/23/2015 To ASSEMBLY Committee on NATURAL RESOURCES.
Priority: High

CA AB 1398 **AUTHOR:** Wilk [R]
TITLE: Environmental Quality: Sustainable Environmental
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/27/2015
DISPOSITION: Failed
LOCATION: Assembly Natural Resources Committee
SUMMARY:
Relates to the California Environmental Quality Act, which requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, and environmental impact report (EIR). Enacts the Sustainable Environmental Protection Act. Specifies the environmental review for projects related to specified environmental topical areas. Prohibits a cause of action that alleges noncompliance based on any topical area or criteria.
STATUS:
06/08/2015 From ASSEMBLY Committee on NATURAL RESOURCES without further action pursuant to JR 62(a).
Priority: High

CA AB 1412 **AUTHOR:** Perea [D]
TITLE: Redevelopment: Successor Agencies
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/27/2015
LAST AMEND: 04/30/2015
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee
SUMMARY:
Provides that upon application by the successor agency and approval by the oversight board, loan agreements entered into between a redevelopment agency and the City of San Joaquin, where the outstanding principal balance of the loan is a specified amount, are enforceable obligations if the oversight board finds that the loan was for legitimate redevelopment purposes.
STATUS:
06/29/2015 In SENATE Committee on APPROPRIATIONS: To Suspense File.
Priority: High

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CA AB 1455	AUTHOR: Rodriguez [D] TITLE: Ontario International Airport FISCAL no COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 06/30/2015 DISPOSITION: Pending LOCATION: Senate Governance and Finance Committee SUMMARY: Authorizes the City of Ontario to issue revenue bonds, for the purpose of financing the acquisition of the Ontario International Airport from the City of Los Angeles, that are secured solely by the revenues and charges at the Ontario International Airport. Requires a public agency that acquires the airport to comply with specified conditions relating to incumbent workers. Provides exceptions. STATUS: 07/08/2015 In SENATE Committee on GOVERNANCE AND FINANCE: Not heard. Priority: High
CA AB 1459	AUTHOR: Kim [R] TITLE: Toll Lanes: County of Orange FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 04/14/2015 DISPOSITION: Pending LOCATION: Assembly Transportation Committee SUMMARY: Prohibits the Department of Transportation from seeking or providing funding for a toll lane on a public highway within the boundaries of the County of Orange unless the project is approved by a specified vote of the Orange County Transportation Authority. STATUS: 04/20/2015 In ASSEMBLY Committee on TRANSPORTATION: Failed passage. 04/20/2015 In ASSEMBLY Committee on TRANSPORTATION: Reconsideration granted. Priority: High
CA AB 1482	AUTHOR: Gordon [D] TITLE: Climate Adaptation FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 07/09/2015 DISPOSITION: Pending LOCATION: Senate Appropriations Committee

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SUMMARY:

Requires the National Resources Agency to update climate adaptation strategy and to address the impacts of climate change and climate adaptation by reviewing and coordinating existing grants and programs to maximize specified objectives. Requires the Office of Planning and Research to update the State's Five-Year Infrastructure Plan to take current and future climate impacts into account in all infrastructure projects. Expands the duties of the Strategic Growth Council regarding adapting to climate change.

STATUS:

07/09/2015 In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.

Priority: High

CA AB 1486	<p>AUTHOR: Obernolte [R] TITLE: Vehicles: Toll Highways FISCAL: no COMMITTEE: URGENCY: no CLAUSE: INTRODUCED: 02/27/2015 DISPOSITION: Pending LOCATION: ASSEMBLY SUMMARY: Makes technical, nonsubstantive changes to existing law that requires the Department of the California Highway Patrol to provide for the proper and adequate policing of all toll highways and all vehicular crossings to ensure enforcement of the Vehicle Code and of any other law relating to the use and operation of vehicles upon toll highways, highways or vehicular crossings. STATUS: 02/27/2015 INTRODUCED. Priority: High</p>
CA AB 1500	<p>AUTHOR: Maienschein [R] TITLE: Environmental Quality Act: Priority Housing Projects FISCAL: yes COMMITTEE: URGENCY: no CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 04/16/2015 DISPOSITION: Pending LOCATION: Assembly Natural Resources Committee SUMMARY: Exempts from the requirements of the California Environmental Quality Act priority housing projects, if specified conditions are met. STATUS: 04/27/2015 In ASSEMBLY Committee on NATURAL RESOURCES: Not heard. Priority: High</p>
CA ACA 1	<p>AUTHOR: Olsen [R] TITLE: Legislative Procedure FISCAL: no</p>

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COMMITTEE:**URGENCY** no**CLAUSE:****INTRODUCED:** 12/01/2014**DISPOSITION:** Pending**LOCATION:** Assembly Budget Committee**SUMMARY:**

Prohibits either house of the Legislature from passing a bill until the bill, in the form to be voted on, has been made available to the public, in print and published on the Internet, for at least 72 hours preceding the vote.

STATUS:

03/02/2015 To ASSEMBLY Committees on BUDGET, RULES AND APPROPRIATIONS.

Priority: High

CA ACA 4

AUTHOR: Frazier [D]**TITLE:** Local Government Transportation Projects: Special Taxes**FISCAL** no**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/27/2015**LAST AMEND:** 07/16/2015**DISPOSITION:** Pending**LOCATION:** Assembly Appropriations Committee**SUMMARY:**

Proposes an amendment to the Constitution to provide that the imposition, extension, or increase of a sales and use tax or a transaction and use tax imposed by a local government to provide funding for local transportation projects requires the approval of a specified percentage of its voters voting on the proposition.

STATUS:

07/16/2015 From ASSEMBLY Committee on APPROPRIATIONS with author's amendments.

07/16/2015 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.

Priority: High

CA SB 1

AUTHOR: Gaines T [R]**TITLE:** Global Warming Solutions Act of 2006: Compliance**FISCAL** yes**COMMITTEE:****URGENCY** yes**CLAUSE:****INTRODUCED:** 12/01/2014**DISPOSITION:** Pending**LOCATION:** Senate Environmental Quality Committee**SUMMARY:**

Amends the State Global Warming Solutions Act of 2006. Authorizes the State Air Resources Board to include the use of market-based compliance mechanisms. Exempts categories of persons or entities that did not have a compliance obligation under a market-based compliance mechanism from being subject to that market-based compliance mechanism. Requires all participating categories of persons or entities to have a compliance

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obligation beginning on a specified date.

STATUS:

01/15/2015

To SENATE Committee on ENVIRONMENTAL QUALITY.

Priority:

High

CA SB 5	AUTHOR: Vidak [R] TITLE: Global Warming Solutions Act of 2006: Compliance FISCAL yes COMMITTEE: URGENCY yes CLAUSE: INTRODUCED: 12/01/2014 DISPOSITION: Pending LOCATION: Senate Environmental Quality Committee SUMMARY: Relates to the State Global Warming Solutions Act of 2006. Authorizes the State Air Resources Board to include the use of market-based compliance mechanisms. Exempts categories of persons or entities that did not have a compliance obligation under a market-based compliance mechanism from being subject to that market-based compliance mechanism through a specified date. STATUS: 04/15/2015 In SENATE Committee on ENVIRONMENTAL QUALITY: Failed passage. 04/15/2015 In SENATE Committee on ENVIRONMENTAL QUALITY: Reconsideration granted. Priority: High
CA SB 8	AUTHOR: Hertzberg [D] TITLE: Taxation FISCAL no COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 12/01/2014 LAST AMEND: 02/10/2015 DISPOSITION: Pending LOCATION: Senate Governance and Finance Committee SUMMARY: Expands the Sales and Use Tax Law to impose a tax on the gross receipts from the sale in the State or, or the receipt of the benefit in the State of services at a specified percentage rate. STATUS: 02/19/2015 Re-referred to SENATE Committee on GOVERNANCE AND FINANCE. Priority: High
CA SB 9	AUTHOR: Beall [D] TITLE: Greenhouse Gas Reduction Fund: Transit/Intercity Rail FISCAL yes COMMITTEE: URGENCY no CLAUSE:

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INTRODUCED: 12/01/2014
LAST AMEND: 07/16/2015
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee

SUMMARY:

Modifies the purpose of the Transit and Intercity Rail Capital Program. Provides for the funding of defined transformative capital improvements. Updates project selection criteria under the program to projects that reduce greenhouse emissions and expand transit service. Requires approval of a multi-year program of projects. Authorizes making multi-year funding commitment for a project. Authorizes the approval of related letters of no prejudice in allowing an applicant to expend its own moneys.

STATUS:

07/16/2015 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.

Priority: High

CA SB 13

AUTHOR: Pavley [D]
TITLE: Groundwater
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 12/01/2014
LAST AMEND: 07/06/2015
DISPOSITION: Pending
LOCATION: Assembly Consent Calendar

SUMMARY:

Authorizes the State Water Resource Control Board to designate a basin as a probationary basin and to develop an interim plan. Relates to deficiency remedies by a local agency or groundwater sustainability agency, and to the designation of a basin as probationary. Relates to establishing a groundwater sustainability plan. Authorizes a mutual water company to participate in such agency. Provides a water corporation or mutual water company may participate. Requires an agreement for agency designation.

STATUS:

07/16/2015 In ASSEMBLY. Read second time. To Consent Calendar.

Priority: High

CA SB 16

AUTHOR: Beall [D]
TITLE: Transportation Funding
FISCAL yes
COMMITTEE:
URGENCY yes
CLAUSE:
INTRODUCED: 12/01/2014
LAST AMEND: 06/01/2015
DISPOSITION: Pending
LOCATION: Senate Third Reading File

SUMMARY:

Creates the Road Maintenance and Rehabilitation Program and a related fund for deferred highway and local road maintenance. Provides for an increase in motor vehicle fuel tax, a vehicle registration fee, commercial vehicle weight fees. Transfers a portion of the diesel fuel tax increase to the Trade Corridors Investment Fund. Increases the vehicle license fee

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for transportation bond debt service. Relates to petroleum storage taxes. Relates to allocation for supplemental project allocation requests.

STATUS:

06/01/2015 In SENATE. Read second time and amended. To third reading.

Priority: High

CA SB 25	AUTHOR: Roth [D] TITLE: Local Government Finance: Property Tax Revenue FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 12/01/2014 DISPOSITION: Pending LOCATION: Assembly Appropriations Committee SUMMARY: Amends an existing law which requires that each city, county and city and county receive certain additional property tax revenues in the form of a vehicle license fee adjustment amount and which requires that these additional allocations be funded from ad valorem property tax revenues otherwise required to be allocated to educational entities. Modifies certain reduction and transfer provisions. STATUS: 07/15/2015 From ASSEMBLY Committee on LOCAL GOVERNMENT: Do pass to Committee on APPROPRIATIONS. (9-0) Priority: High
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CA SB 32	AUTHOR: Pavley [D] TITLE: Global Warning Solutions Act of 2006: Emissions Limit FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 12/01/2014 LAST AMEND: 06/01/2015 DISPOSITION: Pending LOCATION: Assembly Appropriations Committee SUMMARY: Requires the State Air Resources Board to approve a specified statewide greenhouse gas emission limits that are the equivalent to a specified percentage below the 1990 level to be achieved by 2030 and another percentage below the 1990 level by 2050. Authorizes the Board to adopt an interim emissions level target to be achieve by 2040. Makes conforming changes. STATUS: 07/13/2015 From ASSEMBLY Committee on NATURAL RESOURCES: Do pass to Committee on APPROPRIATIONS. (6-3) Priority: High
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CA SB 39	AUTHOR: Pavley [D] TITLE: Vehicles: High-Occupancy Vehicle Lanes FISCAL yes COMMITTEE: URGENCY yes
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CLAUSE:**INTRODUCED:** 12/01/2014**LAST AMEND:** 04/08/2015**DISPOSITION:** Pending**LOCATION:** Assembly Transportation Committee**SUMMARY:**

Increases the number of vehicle identifiers that the Department of Motor Vehicle is authorized to issue for HOV lane usage.

STATUS:

05/22/2015 To ASSEMBLY Committee on TRANSPORTATION.

Priority: High

CA SB 40

AUTHOR: Gaines T [R]**TITLE:** Air Quality Improvement Program: Vehicle Rebates**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 12/01/2014**LAST AMEND:** 04/06/2015**DISPOSITION:** Pending**LOCATION:** Senate Transportation and Housing Committee**SUMMARY:**

Requires incentives for qualifying zero-emission, battery-electric passenger vehicles under the Clean Vehicle Rebate Project of the Air Quality Improvement Program to be limited to vehicles in that category with a manufacturer's suggested retail price of a specified amount. Requires the rebate for certain vehicles to be a specified sum, subject to the availability of funds.

STATUS:

04/06/2015 From SENATE Committee on TRANSPORTATION AND HOUSING with author's amendments.

04/06/2015 In SENATE. Read second time and amended. Re-referred to Committee on TRANSPORTATION AND HOUSING.

Priority: High

CA SB 64

AUTHOR: Liu [D]**TITLE:** State Transportation Plan**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 01/05/2015**LAST AMEND:** 06/24/2015**DISPOSITION:** Pending**LOCATION:** Assembly Appropriations Committee**SUMMARY:**

Requires the State Transportation Commission to review recommendations in the update to the Transportation Plan prepared in 2015, and periodically thereafter, to prepare specific action-oriented and pragmatic recommendations for transportation system improvements, and to submit a report in that regard to the Legislature and the Governor. Requires an annual report on allocations for transportation capital outlay appropriations include specific, action-oriented, and pragmatic recommendations.

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STATUS:
07/08/2015 In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.
Priority: High

CA SB 66 **AUTHOR:** Leyva [D]
TITLE: Career Technical Education Pathways Program
FISCAL yes
COMMITTEE:
URGENCY yes
CLAUSE:
INTRODUCED: 01/07/2015
DISPOSITION: Pending
LOCATION: Senate Education Committee
SUMMARY:
Extends the operation of the Career Technical Education Pathways Program, which requires the Chancellor of the California Community Colleges and the Superintendent of Public Instruction to assist economic and workforce regional development centers and consortia, community colleges, middle schools, high schools, and regional occupational centers and programs to improve linkages and career technical education pathways between high schools and community colleges.
STATUS:
01/15/2015 To SENATE Committee on EDUCATION.
Priority: High

CA SB 118 **AUTHOR:** Liu [D]
TITLE: School-Based Health and Education Partnership
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 01/14/2015
LAST AMEND: 04/07/2015
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee
SUMMARY:
Renames the Public School Health Center Support Program the School-Based Health and Education Partnership Program. Provides funding for the expansion and renovation of existing school health centers. Changes the amount of certain sustainability grants. Revises the purposes for which such grants may be used. Authorizes population health grants in specified amounts.
STATUS:
07/15/2015 From ASSEMBLY Committee on EDUCATION: Do pass to Committee on APPROPRIATIONS. (7-0)
Priority: High

CA SB 122 **AUTHOR:** Jackson [D]
TITLE: Environmental Quality Act: Record of Proceedings
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:

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INTRODUCED: 01/15/2015
LAST AMEND: 06/01/2015
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee

SUMMARY:

Amends the Environmental Quality Act. Relates to a database for the collection, storage, retrieval, and dissemination of environmental documents, notices of exemption, notices of preparation, notices of determination, and notices of completion provided to the office that shall be available online to the public through the internet. Provides for the phase-in of electronic documents. Requires the lead agency to submit to the State Clearinghouse a sufficient number of environmental documents for review.

STATUS:

07/15/2015 In ASSEMBLY Committee on APPROPRIATIONS: To Suspend File.

Priority: High

CA SB 127

AUTHOR: Vidak [R]
TITLE: Water Quality, Supply, and Infrastructure Improvement
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 01/20/2015
DISPOSITION: Pending
LOCATION: Senate Environmental Quality Committee

SUMMARY:

Relates to the Water Quality, Supply, and Infrastructure Improvement Act of 2014. Requires the public agency, in certifying the environmental impact report and in granting approvals for projects funded, in whole or in part, by Proposition 1, including the concurrent preparation of the record of proceedings and the certification of the record of proceeding within 5 days of the filing of a specified notice, to comply with specified procedures.

STATUS:

02/05/2015 To SENATE Committees on ENVIRONMENTAL QUALITY and JUDICIARY.

Priority: High

CA SB 148

AUTHOR: McGuire [D]
TITLE: Career Technical Education: Career and Job Skills
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 01/29/2015
LAST AMEND: 06/02/2015
DISPOSITION: Pending
LOCATION: Assembly Second Reading File

SUMMARY:

Establishes the Career and Job Skills Education Act. Authorizes the governing board of a school district that operates any state-approved career technical education sequence of courses to apply for a grant for the development and enhancement of high-quality career technical education programs. Requires the adoption of related policies and procedures that

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satisfy specified criteria. Establishes a related fund. Requires the distribution of grant awards through a specified annual application process.

STATUS:

07/15/2015 From ASSEMBLY Committee on EDUCATION: Do pass as amended to Committee on APPROPRIATIONS. (7-0)

Priority: High

CA SB 158

AUTHOR: Huff [R]

TITLE: Transportation Projects: Comprehensive Agreements

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/03/2015

LAST AMEND: 03/26/2015

DISPOSITION: Pending

LOCATION: Senate Second Reading File

SUMMARY:

Authorizes the Department of Transportation or a regional agency to enter into a comprehensive development lease for a proposed transportation project on the state highway system if a draft environmental impact statement or draft environmental impact report for the project was released by the department by a specified date for public comment.

STATUS:

04/20/2015 Withdrawn from SENATE Committee on TRANSPORTATION AND HOUSING.

04/20/2015 In SENATE. Ordered to second reading.

Priority: High

CA SB 166

AUTHOR: Gaines T [R]

TITLE: California Environmental Quality Act

FISCAL no

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/05/2015

DISPOSITION: Pending

LOCATION: Senate Rules Committee

SUMMARY:

Makes technical nonsubstantive changes to the California Environmental Quality Act that requires a lead agency to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect.

STATUS:

02/19/2015 To SENATE Committee on RULES.

Priority: High

CA SB 198

AUTHOR: Morrell [R]

TITLE: State Responsibility Areas: Fire Prevention Fees

FISCAL yes

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URGENCY no
CLAUSE:
INTRODUCED: 02/10/2015
DISPOSITION: Pending
LOCATION: Senate Natural Resources and Water Committee
SUMMARY:

Repeals provisions of existing law that requires the State Board of Forestry and Fire Protection to adopt regulations to establish a fire prevention fee to be charged on each structure on a parcel that is within a state responsibility area. Requires that the fire prevention fee be adjusted annually using prescribed methods.

STATUS:

03/24/2015 In SENATE Committee on NATURAL RESOURCES AND WATER: Failed passage.

03/24/2015 In SENATE Committee on NATURAL RESOURCES AND WATER: Reconsideration granted.

Priority: High

CA SB 207	<p>AUTHOR: Wieckowski [D] TITLE: Greenhouse Gas Reduction Fund FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/11/2015 LAST AMEND: 03/24/2015 DISPOSITION: Pending LOCATION: Assembly Natural Resources Committee SUMMARY: Amends existing law that requires a State agency expending moneys from the Greenhouse Gas Reduction Fund to create a records that includes a description of the expenditure and how it will contribute to achieving and maintaining greenhouse gas emissions reductions. Requires that record to be posted on the Internet Web sites of the related State agency and the State Air Resources Board prior to the expending of those moneys. STATUS: 05/14/2015 To ASSEMBLY Committee on NATURAL RESOURCES. Priority: High</p>
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CA SB 226	<p>AUTHOR: Pavley [D] TITLE: Sustainable Groundwater Management Act FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/13/2015 LAST AMEND: 05/05/2015 DISPOSITION: Pending LOCATION: Assembly Appropriations Committee SUMMARY: Provides for a comprehensive method for determining groundwater rights. Provides that a court shall use the Code of Civil Procedure for determining rights to groundwater. Requires the rights determination process to be available to specified courts. Provides for applicability to Indian tribes and the federal government. Requires the boundaries of a basin</p>
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to be identified in Bulletin 118. Authorizes certain departments to intervene in specified actions. Provides for expert witness disclosures.

STATUS:

07/07/2015 From ASSEMBLY Committee on JUDICIARY: Do pass to Committee on APPROPRIATIONS. (7-3)

Priority: High

CA SB 228	<p>AUTHOR: Cannella [R] TITLE: Groundwater Storage: Beneficial Use FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/13/2015 DISPOSITION: Pending LOCATION: Senate Natural Resources and Water Committee SUMMARY: Declares that the recharging of a groundwater basin by a local groundwater management agency or a local groundwater sustainability agency for the purposes of repelling saline intrusion and recovering basin groundwater levels constitutes a beneficial use of water if the recharge is consistent with the local agency's groundwater management plan or groundwater sustainability plan. STATUS: 02/26/2015 To SENATE Committee on NATURAL RESOURCES AND WATER. Priority: High</p>
CA SB 229	<p>AUTHOR: Roth [D] TITLE: Courts: Judgeships FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/13/2015 LAST AMEND: 06/02/2015 DISPOSITION: Pending LOCATION: Assembly Appropriations Committee SUMMARY: Appropriates a specified amount of funding from the General Fund for the purpose of funding a specified total of Superior Court judge positions in judgeships currently authorized by the Legislature. Requires the Judicial Council to determine which positions are funded, pursuant to uniform criteria in existing law. STATUS: 07/08/2015 In ASSEMBLY Committee on APPROPRIATIONS: To Suspend File. Priority: High</p>
CA SB 246	<p>AUTHOR: Wieckowski [D] TITLE: Climate Change Adaptation FISCAL yes COMMITTEE: URGENCY no</p>

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CLAUSE:**INTRODUCED:** 02/18/2015**LAST AMEND:** 07/01/2015**DISPOSITION:** Pending**LOCATION:** Assembly Appropriations Committee**SUMMARY:**

Establishes the Climate Adaptation and Resiliency Program to coordinate State, regional, and local agency efforts to adopt the impacts of climate change. Requires the updating of the State Climate Adaptation Strategy, and the Adaptation Planning Guide. Establishes an advisory council to support program goals. Requires the establishment of a clearinghouse for climate adaptation information.

STATUS:

07/13/2015 From ASSEMBLY Committee on NATURAL RESOURCES: Do pass to Committee on APPROPRIATIONS. (8-1)

Priority: High

CA SB 250

AUTHOR: Gaines T [R]**TITLE:** State Responsibility Areas: Fire Prevention Fees**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/18/2015**DISPOSITION:** Pending**LOCATION:** Senate Appropriations Committee**SUMMARY:**

Extends the time when the fire prevention fee is due and payable from the date of assessment by the State Board of Equalization and authorizes the petition for redetermination to be filed within a specified number of days after service of the notice of determination.

STATUS:

05/28/2015 In SENATE Committee on APPROPRIATIONS: Held in committee.

Priority: High

CA SB 254

AUTHOR: Allen [D]**TITLE:** State Highways: Relinquishment**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/18/2015**LAST AMEND:** 06/02/2015**DISPOSITION:** Pending**LOCATION:** Assembly Transportation Committee**SUMMARY:**

Requires the State Department of Transportation to make a specified report to the State Transportation Commission on which State highway routes or segments primarily serve regional travel and do not primarily facilitate interregional movement of goods and people, and to identify which routes are best for relinquishment. Provides the procedures for the Commission to relinquish a portion of a State highway to a county or city. Requires the relinquishment is subject to certain conditions.

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STATUS:
06/15/2015 To ASSEMBLY Committee on TRANSPORTATION.
Priority: High

CA SB 272 **AUTHOR:** Hertzberg [D]
TITLE: State Public Records Act: Local Agencies: Inventory
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2015
LAST AMEND: 07/06/2015
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee
SUMMARY:
Requires each local agency, in implementing the State Public Records Act, to create a catalog of enterprise systems, to make the catalog publicly available upon request in the office of the person or officer designated by the agency's legislative body, and to post the catalog on the local agency's Internet Web site. Requires the catalog to disclose a list of the systems utilized by the agency and, among other things, the current system vendor and product.
STATUS:
07/15/2015 From ASSEMBLY Committee on LOCAL GOVERNMENT: Do pass to Committee on APPROPRIATIONS. (9-0)
Priority: High

CA SB 274 **AUTHOR:** Morrell [R]
TITLE: Economic Development
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2015
DISPOSITION: Pending
LOCATION: Senate Rules Committee
SUMMARY:
States the intent of the Legislature to enact legislation that would promote job and business growth and encourage economic development.
STATUS:
03/05/2015 To SENATE Committee on RULES.
Priority: High

CA SB 309 **AUTHOR:** Morrell [R]
TITLE: County Employees Retirement: Contribution Rates
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/23/2015
DISPOSITION: Pending
LOCATION: Senate Rules Committee
SUMMARY:

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Makes technical nonsubstantive changes to the County Employees Retirement Law of 1937 (CERL) that authorizes counties to establish retirement systems pursuant to its provisions in order to provide pension benefits to county and district employees. Establishes the normal rates of contribution for members based on providing a specified average annuity.

STATUS:

03/05/2015 To SENATE Committee on RULES.

Priority: High

CA SB 321	<p>AUTHOR: Beall [D] SANBAG Position: Support</p> <p>TITLE: Motor Vehicle Fuel Taxes: Rates: Adjustments</p> <p>FISCAL COMMITTEE: yes</p> <p>URGENCY: yes</p> <p>CLAUSE:</p> <p>INTRODUCED: 02/23/2015</p> <p>LAST AMEND: 05/27/2015</p> <p>DISPOSITION: Pending</p> <p>LOCATION: Assembly Second Reading File</p> <p>SUMMARY: Relates to motor fuel tax rates. Requires the State Board of Equalization to adjust the rate in a manner as to generate an amount of revenue equal to the amount of revenue loss attributable to an exception that reflects the combined average of the actual fuel price over previous fiscal years and the estimated fuel price for the current fiscal year. Relates to revenue neutrality for each year.</p> <p>STATUS: 07/13/2015 In ASSEMBLY Committee on REVENUE AND TAXATION: To Suspense File. 07/13/2015 From ASSEMBLY Committee on REVENUE AND TAXATION: Do pass as amended to Committee on APPROPRIATIONS. (9-0)</p> <p>Priority: High</p>
CA SB 348	<p>AUTHOR: Galgiani [D] SANBAG Position: Support</p> <p>TITLE: California Environmental Quality Act: Railroad Crossing</p> <p>FISCAL COMMITTEE: yes</p> <p>URGENCY: no</p> <p>CLAUSE:</p> <p>INTRODUCED: 02/24/2015</p> <p>LAST AMEND: 04/06/2015</p> <p>DISPOSITION: To Governor</p> <p>LOCATION: Enrolled</p> <p>SUMMARY: Relates to the California Environmental Quality Act. Requires a lead agency, if it determines that a certain exemption applies to a project that the agency approves or determines to carry out, to file a notice of exemption with the Office of Planning and Research and, in the case of a local agency, with the county clerk in each affected county. Extends the repeal date for certain provisions concerning railroad crossings.</p> <p>STATUS: 07/27/2015 Enrolled.</p> <p>Priority: High</p>

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CA SB 379	<p>AUTHOR: Jackson [D] TITLE: Land Use: General Plan: Safety Element FISCAL COMMITTEE: yes URGENCY: no CLAUSE: INTRODUCED: 02/24/2015 LAST AMEND: 07/06/2015 DISPOSITION: Pending LOCATION: Assembly Appropriations Committee SUMMARY: Requires, upon the next revision of a local hazard mitigation plan, the element to be reviewed and updated as necessary to address climate adaptation and resiliency strategies applicable to that city or county. Requires the update to include a set of goals, policies, and objectives based on the a vulnerability assessment identifying the risks that climate change poses to the local jurisdiction and the at risk geographic areas and specified information from federal, state, regional, and local agencies. STATUS: 07/06/2015 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS. Priority: High</p>
CA SB 391	<p>AUTHOR: Huff [R] TITLE: Assault and Battery: Transit Employees FISCAL COMMITTEE: yes URGENCY: no CLAUSE: INTRODUCED: 02/25/2015 LAST AMEND: 04/21/2015 DISPOSITION: Pending LOCATION: Senate Public Safety Committee SUMMARY: Provides the criminal penalties for an assault or battery and battery with injury committed against a transit employee. STATUS: 04/21/2015 From SENATE Committee on PUBLIC SAFETY with author's amendments. 04/21/2015 In SENATE. Read second time and amended. Re-referred to Committee on PUBLIC SAFETY. Priority: High</p>
CA SB 397	<p>AUTHOR: Fuller [R] TITLE: Off-Highway Vehicles FISCAL COMMITTEE: no URGENCY: no CLAUSE: INTRODUCED: 02/25/2015 DISPOSITION: Pending LOCATION: Senate Rules Committee SUMMARY:</p>

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States the intent of the Legislature to enact legislation relating to off-highway vehicles.

STATUS:

03/05/2015

To SENATE Committee on RULES.

Priority:

High

CA SB 398

AUTHOR:

Leyva [D]

TITLE:

Green Assistance Program

FISCAL

yes

COMMITTEE:**URGENCY**

no

CLAUSE:**INTRODUCED:** 02/25/2015**LAST AMEND:** 06/02/2015**DISPOSITION:** Pending**LOCATION:** Assembly Appropriations Committee**SUMMARY:**

Establishes the Green Assistance Program, to be administered by the Secretary for Environmental Protection that provides technical assistance to small businesses, small nonprofits, and disadvantaged communities in applying for an allocation of moneys from the Greenhouse Gas Reduction Fund.

STATUS:

07/13/2015

From ASSEMBLY Committee on NATURAL RESOURCES: Do pass to Committee on APPROPRIATIONS. (9-0)

Priority:

High

CA SB 413

AUTHOR:

Wieckowski [D]

SANBAG Position: Support**TITLE:**

Public Transit: Prohibited Conduct

FISCAL

yes

COMMITTEE:**URGENCY**

no

CLAUSE:**INTRODUCED:** 02/25/2015**LAST AMEND:** 07/01/2015**DISPOSITION:** Pending**LOCATION:** Assembly Appropriations Committee**SUMMARY:**

Relates to certain acts on or in a facility or vehicle of a public transportation system. Makes it so the provision would apply to a person failing to comply with the warning of a transit official related to disturbing another person by loud and unreasonable noise, and to a person playing unreasonably loud sound equipment on or in a public transportation system facility or vehicle, and related administrative penalties. Provides an infraction for not yielding seating to elderly or handicapped.

STATUS:

07/14/2015

From ASSEMBLY Committee on PUBLIC SAFETY: Do pass to Committee on APPROPRIATIONS. (7-0)

Priority:

High

CA SB 471

AUTHOR:

Pavley [D]

TITLE:

Water, Energy, Reduction of Greenhouse Gas Emissions

FISCAL

yes

COMMITTEE:**URGENCY**

no

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CLAUSE:**INTRODUCED:** 02/26/2015**LAST AMEND:** 07/07/2015**DISPOSITION:** Pending**LOCATION:** Assembly Second Reading File**SUMMARY:**

Includes reduction of greenhouse emissions associated with water treatment among the investments that are eligible for funding from the Greenhouse Gas Reduction Fund. Requires the State Water Resources Control Board to establish a grant and loan program for water projects that result in the net reduction of water-related greenhouse gas emissions.

STATUS:

07/13/2015 From ASSEMBLY Committee on NATURAL RESOURCES: Do pass as amended to Committee on APPROPRIATIONS. (9-0)

Priority: High

CA SB 487

AUTHOR: Nielsen [R]**TITLE:** Sustainable Groundwater Management Act: Exemptions**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/26/2015**DISPOSITION:** Pending**LOCATION:** Senate Environmental Quality Committee**SUMMARY:**

Relates to the California Environmental Act (CEQA). Exempts from the requirements of CEQA the formation of a groundwater sustainability agency, the amendment of a groundwater sustainability plan or coordinated groundwater sustainability plan, and the implementation of those plans, except to the extent that the implementation requires the construction or installation of a new facility.

STATUS:

03/12/2015 To SENATE Committee on ENVIRONMENTAL QUALITY.

Priority: High

CA SB 493

AUTHOR: Cannella [R]**TITLE:** Elections in Cities: By or From Districts**FISCAL** no**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/26/2015**LAST AMEND:** 07/07/2015**DISPOSITION:** Pending**LOCATION:** Assembly Second Reading File**SUMMARY:**

Authorizes the legislative body of a city with a specified population to adopt an ordinance that requires the members of the body to be elected by district or by district with an elective mayor without being required to submit the ordinance to the voters for approval. Requires the ordinance to include a specified declaration. Requires the population of the city to be determined by the most recent federal decennial census.

STATUS:

07/15/2015 From ASSEMBLY Committee on LOCAL GOVERNMENT: Do

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Priority: pass. (8-0)
High

CA SB 506	AUTHOR: Fuller [R] TITLE: Economic Development: Military Aerospace FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/26/2015 LAST AMEND: 04/14/2015 DISPOSITION: Pending LOCATION: Senate Appropriations Committee SUMMARY: Establishes the Military and Aerospace Program. Sets forth the program's duties and authority with respect to State and local defense retention, conversion, and base reuse activities, including developing and recommending a strategic plan for State and local defense retention and conversion efforts. Requires a Military Advisory Council. Requires the implementation of a space enterprise development program to increase competitiveness of such enterprise in the State. STATUS: 05/28/2015 In SENATE Committee on APPROPRIATIONS: Held in committee. Priority: High
CA SB 508	AUTHOR: Beall [D] SANBAG Position: Support TITLE: Transportation Funds: Transit Operators: Pedestrians FISCAL no COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/26/2015 LAST AMEND: 07/15/2015 DISPOSITION: Pending LOCATION: Assembly Third Reading File SUMMARY: Deletes the requirement that transit operators maintain higher farebox requirements based on a specified fiscal year. Exempts additional expenditures categories from definition of operating costs including fuel, insurance, and claims settlement costs. Reduces the public transit operator's operating allocation by a specified percentage, based on the percentage amount that the operator failed to meet efficiency standards. Relates to funding for pedestrian safety education programs. STATUS: 07/16/2015 In ASSEMBLY. Read second time. To third reading. Priority: High
CA SB 513	AUTHOR: Beall [D] TITLE: Memorial Air Quality Standards Attainment Program FISCAL yes COMMITTEE: URGENCY no CLAUSE:

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INTRODUCED: 02/26/2015
LAST AMEND: 06/02/2015
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee

SUMMARY:

Allows the revenue from a surcharge on motor vehicle registration fees applicable to motor vehicles in the Sacramento Metropolitan Air Quality Management District to be used for projects that involve alternative fuel and electric infrastructure. Requires motor vehicle registration fees in air districts, except the Sacramento district, to be used for the attainment of air quality standards and emission reductions from motor vehicles. Relates to meeting air quality regarding marine vessels.

STATUS:

07/13/2015 From ASSEMBLY Committee on TRANSPORTATION: Do pass to Committee on APPROPRIATIONS. (12-3)

Priority: High

CA SB 516

AUTHOR: Fuller [R]
TITLE: Transportation: Motorist Aid Services
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/26/2015
LAST AMEND: 07/01/2015
DISPOSITION: Pending
LOCATION: Senate Unfinished Business

SUMMARY:

Amends existing law authorizing a service authority to impose a fee on vehicles registered in the counties served by the authority. Requires each service authority to determine how those moneys are to be used for the implementation, maintenance, and operations of a motorist aid system, including call boxes. Authorizes the use of those moneys for traveler information systems, Intelligent Transportation System architecture and infrastructure, safety-related hazard and obstruction removal and other purposes.

STATUS:

07/16/2015 In ASSEMBLY. Read third time. Passed ASSEMBLY. *****To SENATE for concurrence. (79-0)

Priority: High

CA SB 520

AUTHOR: Berryhill [R]
TITLE: State Responsibility Areas: Fire Prevention Fees
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/26/2015
DISPOSITION: Pending
LOCATION: Senate Natural Resources and Water Committee

SUMMARY:

Repeals existing law that requires the State Board of Forestry and Fire Protection to adopt regulations to establish a fire prevention fee to be charged on each habitable structure on a parcel that is within a state responsibility area, and requires that the fire prevention fee be adjusted annually using prescribed methods.

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STATUS:
03/12/2015 To SENATE Committees on NATURAL RESOURCES AND WATER and GOVERNANCE AND FINANCE.
Priority: High

CA SB 551 **AUTHOR:** Wolk [D]
TITLE: State Water Policy: Water and Energy Efficiency
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/26/2015
LAST AMEND: 07/06/2015
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee
SUMMARY:
Declares the policy of the state that water use and water treatment shall operate in a manner that is as energy efficient as is feasible and energy use and generation shall operate in a manner that is as water efficient as is feasible. Requires all relevant state agencies to consider this state policy when revising, or establishing policies, regulations, and grant criteria when pertinent to these uses of water and energy.
STATUS:
07/14/2015 From ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Do pass to Committee on APPROPRIATIONS. (9-4)
Priority: High

CA SB 552 **AUTHOR:** Wolk [D]
TITLE: Public Water Systems: Disadvantaged Communities
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/26/2015
LAST AMEND: 07/07/2015
DISPOSITION: Pending
LOCATION: Assembly Rules Committee
SUMMARY:
Requires the State Water Resources Control Board to hold at least one initial public meeting prior to ordering the consolidate or extension of public water system service and to obtain the consent of any domestic well owner. Provides any affected resident and domestic well owner within the service area who does not consent is ineligible for any future water-related grant funding. Requires the Board to compensate certain water systems. Prohibits a charge increase for certain customers.
STATUS:
07/09/2015 Re-referred to ASSEMBLY Committee on RULES.
Priority: High

CA SB 568 **AUTHOR:** Fuller [R]
TITLE: Groundwater Management
FISCAL no
COMMITTEE:
URGENCY no

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CLAUSE:**INTRODUCED:** 02/26/2015**DISPOSITION:** Pending**LOCATION:** Senate Rules Committee**SUMMARY:**

Relates to the Sustainable Groundwater Management Act. Authorizes the State Water Resources Control Board to designate a basin as a probationary basin if the state board makes a certain determination and authorizes the state board to develop an interim plan for the probationary basin.

STATUS:

03/12/2015 To SENATE Committee on RULES.

Priority: High

CA SB 580

AUTHOR: Liu [D]**TITLE:** Surplus Residential Property: Affordable Housing**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/26/2015**DISPOSITION:** Pending**LOCATION:** Assembly Inactive File**SUMMARY:**

Authorizes a local housing authority to purchase, rehabilitate, and resell surplus residential property within its jurisdiction. Requires the local housing authority to dedicate any profits realized from the sale to the construction of affordable housing. Requires that, prior to offering a property to a housing-related private or public entity, that property that is a historic home be first offered to a housing-related public entity or a nonprofit private entity dedicated to rehabilitating historic homes.

STATUS:

07/13/2015 In ASSEMBLY. From Consent Calendar. To Inactive File.

Priority: High

CA SB 584

AUTHOR: Nguyen [R]**TITLE:** California Environmental Quality Act: Exemption**FISCAL** no**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/26/2015**LAST AMEND:** 04/20/2015**DISPOSITION:** Pending**LOCATION:** Senate Environmental Quality Committee**SUMMARY:**

Exempts from the requirements of the California Environmental Quality Act a project that is for the resurfacing of a city or county park.

STATUS:

04/29/2015 In SENATE Committee on ENVIRONMENTAL QUALITY: Not heard.

Priority: High

CA SB 599

AUTHOR: Mendoza [D]

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TITLE: Employment: Public Transit Service Contracts
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/27/2015
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee
SUMMARY:

Relates to a local government agency giving a preference to any bidder on a service contract to provide public transit services who agrees to retain employees of the prior contractor or subcontractor for a period of not less than 90 days. Expands these provisions to require a state agency to also give a 10% preference to any bidder under these provisions.

STATUS:
07/08/2015 In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.
Priority: High

CA SB 689

AUTHOR: Huff [R]
TITLE: Veterans: Housing
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/27/2015
LAST AMEND: 04/15/2015
DISPOSITION: Pending
LOCATION: Senate Transportation and Housing Committee
SUMMARY:

Requires a project that combines housing and supportive service including job training, mental health and drug treatment, case management, care coordination, or physical rehabilitation for veterans, in order to qualify for prioritization due to mental health and drug treatment services, to either accept residents who are prequalified to received those services, or to make sure it augments those services with by a qualified mental health professional on staff or contracting for mental health professional.

STATUS:
04/28/2015 In SENATE Committee on TRANSPORTATION AND HOUSING: Not heard.
Priority: High

CA SB 698

AUTHOR: Cannella [R]
TITLE: Active Transportation Program: School Zone Safety
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/27/2015
DISPOSITION: Pending
LOCATION: Senate Environmental Quality Committee
SUMMARY:

Relates to the Active Transportation Program to encourage increased use of active modes of transportation, such as biking and walking. Appropriates continuously an unspecified

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amount from the Greenhouse Gas Reduction Fund to the State Highway Account in the State Transportation fund for purposes of funding school zone safety projects within the Active Transportation Program.

STATUS:

04/15/2015 In SENATE Committee on ENVIRONMENTAL QUALITY: Not heard.

Priority: High

CA SB 712	AUTHOR:	Leyva [D]
	TITLE:	Building Equity and Growth in Neighborhoods
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/27/2015
	DISPOSITION:	Pending
	LOCATION:	Senate Transportation and Housing Committee
	SUMMARY:	Amends existing law that establishes the Building Equity and Growth in Neighborhoods Program for the purpose of making grants to cities and counties that provide incentives for, or reduce or remove regulatory barriers to, affordable housing and includes the location of the project in specified job centers. Expands those job centers to include the Riverside and San Bernardino metropolitan statistical area.
	STATUS:	
	03/19/2015	To SENATE Committee on TRANSPORTATION AND HOUSING.
	Priority:	High
CA SB 728	AUTHOR:	Morrell [R]
	TITLE:	Renewables Portfolio Standard Program
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/27/2015
	LAST AMEND:	04/27/2015
	DISPOSITION:	Pending
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Requires the Public Utilities Commission evaluate the benefits and costs to the State economy, including upon low-and middle-income individuals and families and disadvantaged communities, before exercising its authority to increase the procurement of eligible renewable energy resources in excess of specified quantities. Requires the Commission to conduct duly noticed public workshops throughout the State to allow for public comment and consideration of any economic findings.
	STATUS:	
	05/28/2015	In SENATE Committee on APPROPRIATIONS: Held in committee.
	Priority:	High
CA SB 730	AUTHOR:	Wolk [D]
	TITLE:	Railroads: Movement of Freight: Trains or Light Engines
	FISCAL	yes

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COMMITTEE:**URGENCY** no**CLAUSE:****INTRODUCED:** 02/27/2015**DISPOSITION:** Pending**LOCATION:** Assembly Third Reading File**SUMMARY:**

Prohibits a train or light engine used in connection with the movement of freight from being operated unless it has a specified minimum-sized crew. Authorizes the Public Utilities Commission to assess civil penalties against a person who willfully violates this provision.

STATUS:

07/16/2015 In ASSEMBLY. Read second time. To third reading.

Priority: High

CA SB 734

AUTHOR: De Leon [D]**TITLE:** State Lands Acquisitions: Public Transparency**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/27/2015**LAST AMEND:** 06/02/2015**DISPOSITION:** Pending**LOCATION:** Assembly Appropriations Committee**SUMMARY:**

Relates to the Natural Resources Agency. Relates to a uniform open process to ensure that information is readily available to the general public, local, state, and federal agencies, adjacent landowners, and other interested parties regarding any State hearings to approve proposed State land acquisitions. Requires the agency to implement uniform open process, to include a specified number of days for public comment, to provide public transparency.

STATUS:

07/13/2015 From ASSEMBLY Committee on NATURAL RESOURCES: Do pass to Committee on APPROPRIATIONS. (9-0)

Priority: High

CA SB 737

AUTHOR: Stone [R]**TITLE:** Vehicles: Electronic Wireless Communication Devices**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/27/2015**LAST AMEND:** 04/30/2015**DISPOSITION:** Pending**LOCATION:** Senate Appropriations Committee**SUMMARY:**

Requires a point assessment of motor vehicle records for a violation of the prohibitions on driving a motor vehicle while using an electronic wireless communications device to write, send or read a text-based communication. Increases the base fine for a first offense and for each subsequent offense.

STATUS:

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05/28/2015 In SENATE Committee on APPROPRIATIONS: Held in committee.
Priority: High

CA SB 747 **AUTHOR:** McGuire [D]
TITLE: Airports: Financial Assistance
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/27/2015
LAST AMEND: 05/06/2015
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee
SUMMARY:

Requires the revenues from the imposition of State sales and use taxes on the sale, storage, use, or other consumption of aviation fuel be transferred to the Aeronautics Account for allocation in specified percentages to airports and for aviation-relates purposes. Requires a percentage of these revenues for grants be made available to nonhub commercial airports to attract, establish, and expand air service through incentives, marketing, passenger studies, route analysis and the acquisition of consultants.

STATUS:
05/28/2015 In SENATE Committee on APPROPRIATIONS: Held in committee.
Priority: High

CA SB 760 **AUTHOR:** Mendoza [D]
TITLE: Distressed Watershed: Urban Greening
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/27/2015
LAST AMEND: 05/11/2015
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee
SUMMARY:

Requires a public agency that is receiving an appropriation from the revenues of a specified bond proposal that are to be used for projects to protect and enhance an urban creek and its tributaries that meets certain requirements, to give priority to projects that are located in, or directly adjacent to, a disadvantaged community within a distressed watershed and that may also provide greenspace or other venues for physical activities.

STATUS:
05/28/2015 In SENATE Committee on APPROPRIATIONS: Held in committee.
Priority: High

CA SB 762 **AUTHOR:** Wolk [D]
TITLE: Competitive Bidding: Pilot Program: Design-Build
FISCAL yes
COMMITTEE:
URGENCY no

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CLAUSE:

INTRODUCED: 02/27/2015

LAST AMEND: 07/16/2015

DISPOSITION: Pending

LOCATION: Assembly Appropriations Committee

SUMMARY:

Establishes a pilot program to allow counties to select the lowest responsible bidder on the basis of best value for construction projects that are in excess of a specified amount. Establishes procedures and criteria for the selection of the best value contractor. Requires that bidders verify specified information. Requires the board of supervisors of a participating county to submit a report to specified legislative committees. Amends the term best value to have the objective criteria evaluated.

STATUS:

07/16/2015 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.

Priority: High

CA SB 767 **AUTHOR:** De Leon [D] **SANBAG Position:** Support

TITLE: Los Angeles County Metro Transportation Authority

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/27/2015

LAST AMEND: 07/16/2015

DISPOSITION: Pending

LOCATION: Assembly Appropriations Committee

SUMMARY:

Authorizes the Los Angeles county Metropolitan Transportation Authority to impose an additional transportation transactions and use tax at a maximum rate according to a specified formula, for a period of time determined by the Authority, if certain conditions exist and subject to various requirements, including the adoption of an expenditure plan and voter approval.

STATUS:

07/16/2015 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.

Priority: High

CA SCA 3 **AUTHOR:** Morrell [R]

TITLE: Legislative Procedure

FISCAL no

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/04/2015

DISPOSITION: Pending

LOCATION: Senate Rules Committee

SUMMARY:

Proposes an amendment to the Constitution to prohibit either house of the Legislature from passing a bill until the bill, in the form to be voted on, has been made available to the public, in print and published on the Internet, for at least 72 hours preceding the vote. Provides the requirement would not apply to specified urgency bills of a written statement

Attachment B

declaring that dispensing with the requirement is necessary to address a state of emergency.

STATUS:

02/19/2015 To SENATE Committee on RULES.

Priority: High

CA SCA 5

AUTHOR: Hancock [D]

TITLE: Local Government Finance

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 03/26/2015

LAST AMEND: 07/16/2015

DISPOSITION: Pending

LOCATION: Senate Governance and Finance Committee

SUMMARY:

Proposes an amendment to the Constitution to provide an increased personal property tax exemption for businesses, a real property tax exemption for any increased value to business property, and requiring only a partial real property tax payment for reassessed commercial and industrial property. Establishes a education-related property tax fund. Provides for the distribution of fund moneys. Relates to commercial and industrial property base line value assessment. Requires reporting a increased tax revenue.

STATUS:

07/16/2015 From SENATE Committee on GOVERNANCE AND FINANCE with author's amendments.

07/16/2015 In SENATE. Read second time and amended. Re-referred to Committee on GOVERNANCE AND FINANCE.

Priority: High

CA SCA 7

AUTHOR: Huff [R]

TITLE: Motor Vehicle Fees and Taxes:Restriction on Expenditure

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 04/09/2015

LAST AMEND: 05/28/2015

DISPOSITION: Pending

LOCATION: Senate Transportation and Housing Committee

SUMMARY:

Proposes an amendment to the Constitution to prohibit the Legislature from borrowing revenues from fees and taxes imposed by the State on vehicles or their use or operation, and from using those revenues other than as specifically permitted by a specified Article.

Provides that none of those revenues may be pledged or used for the payment of principal and interest on bonds or other indebtedness. Revises the use of specified fuel tax revenues for mass transit purposes and for boating-related activities.

STATUS:

05/28/2015 From SENATE Committee on TRANSPORTATION AND HOUSING with author's amendments.

05/28/2015 In SENATE. Read second time and amended. Re-referred to Committee on TRANSPORTATION AND HOUSING.

Priority: High

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

June 25, 2015

Mr. Jim Madaffer, Chairman
 California Road Charge Technical Advisory Committee
 California Transportation Commission
 1120 N Street, MS-52
 Sacramento, CA 94273

Subject: SANBAG comments on the California Road Charge Pilot Program

San Bernardino Associated Governments (SANBAG) appreciates this opportunity to offer comments to the Road Charge Technical Advisory Committee on the Road Charge Pilot Program required by SB 1077. SANBAG is the Council of Governments and County Transportation Commission for the County of San Bernardino, the largest county geographically in the continental United States (over 20,000 square miles) and home to 2.1 million residents.

We recognize the importance of the pilot program in providing direction for a substantial portion of our future transportation funding. We offer several comments at this time and would expect to be providing additional input as the design of the pilot program continues.

- SANBAG is supportive of a robust pilot, testing a full range of possible technology options from simple to advanced technology and covering a range of vehicle types, area types, and traveler/fleet characteristics that could be accommodated in a permanent program. We concur that a mix of rural and urban drivers is important to include in the pilot. In addition, we believe that the inland areas of Southern California need to be adequately represented in the pool of pilot drivers, given the wide range of commute distances and times that we particularly experience in this “suburban fringe” area of the region. This should include a cross-section of vehicle types, from conventional to alternate fuel vehicles (AFVs). We are willing to assist in recruitment, where possible, if that would help to ensure that our population of drivers is adequately represented.
- If trucks are included in the pilot (and indications are that they will be), we would suggest that the pilot include both fleets and owner-operators, so that the dynamics of interaction with this range of commercial vehicles can be captured. An ultimate system must be able to deal with fleet charging/billing as well as owner-operator charging/billing. Again, this is particularly important for the Inland Empire, given the large presence of logistics businesses in our area.

Jim Madaffer
June 25, 2015
Page 2 of 2

Out-of-state trucks need to be included as well as trucks that operate only within the state. Service vehicle fleets should be included that have a mix of conventional and alternate fuel vehicles.

- We are assuming that public transit fleets will be exempted, as they currently are exempted with the gas tax, so there would be no need for inclusion of transit fleets in the pilot test.
- Thinking ahead to the structure of an ultimate road charge program, and given the many potential complexities, it may be advisable to take an incremental approach, staged over a period of years, with intermediate checkpoints and evaluation periods. An output from the pilot, or subsequent discussions, should include options for implementation ranging from incremental, stepwise growth to a more aggressive program. In other words, it would be helpful if any recommendations on implementation included in the report from the road charge pilot (or subsequent discussions by CalSTA and/or the TAC) could delineate a range of approaches, not just one possible approach. The TAC and/or CalSTA should solicit input from agencies, the private sector, and the public on the merits of several alternative courses of action. An example of an incremental step would be to initially focus on Alternative Fuel Vehicles, as suggested by Metro at the May 29 meeting of the Road Charge TAC, including ways of dealing with hybrids. It would be helpful if the pilot test report could identify the potential costs, implementation challenges, and risks associated with the range of implementation options.
- We want the pilot to succeed in informing policy makers, agencies, and the public on how an ultimate implementation can also succeed. The transportation industry needs adequate and stable sources of revenue to continue building, maintaining, and operating the infrastructure that California requires to serve the public and to remain competitive in the global and national economies. The potential impact is too great and the stakes are too high to perform a pilot that is less thorough than it should be. We understand the desire to speed up the conduct of the pilot, but it should not be at the expense of taking shortcuts or skipping steps that are important to designing an ultimate program that has a high probability of success. Speeding up the program increases the chances of missteps, which could set the program back, not advance it. This is potentially a very complex program, and it is more important to do it right than to do it fast.

Again, we appreciate the diligent work being conducted by the Road Charge TAC and look forward to additional information and opportunities to comment.

Sincerely,



Steve Smith
Director of Planning

GENERAL POLICY COMMITTEE ATTENDANCE RECORD – 2015

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Eaton City of Montclair	**		X	X	X	X	**					
Bill Jahn City of Big Bear Lake	**	X	X	X	X	X	**					
Joel Klink City of Twentynine Palms	**	X	X	X	X	X	**					
Robert Lovingood Board of Supervisors	**	X			X	X	**					
Larry McCallon City of Highland	**			X			**					
L. Dennis Michael City of Rancho Cucamonga	**	X		X	X		**					
Ryan McEachron City of Victorville	**	X	X	X		X	**					
Dick Riddell City of Yucaipa	**	X	X	X	X	X	**					
Rhodes “Dusty” Rigsby City of Loma Linda	**	X	X	X	X		**					
Janice Rutherford Board of Supervisors	**		X	X	X	X	**					
James Ramos Board of Supervisors	**	X	X			X	**					
Michael Tahan City of Fontana	**		X	X		X	**					

X =Member attended meeting. Empty box = Member did not attend meeting. Crossed out box = Not a member at the time. ** =The General Policy Committee did not meet this month

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.

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