

## **AGENDA**

### **General Policy Committee Meeting**

**October 14, 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) Rigsby  
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**

**General Policy Committee Meeting**

**October 14, 2015  
9:00 AM**

**Location  
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**

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.**

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## **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. August/September 2015 Procurement Report**

Pg. 11

Receive the August and September 2015 Procurement Report.

**Hilda Flores**

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

## **DISCUSSION ITEMS**

### **Discussion - Administrative Matters**

#### **3. Investment Policy No. 20100**

Pg. 21

That the General Policy Committee recommend the Board approve amending SANBAG Investment Policy No. 20100 adding Paragraph N permitting investment in certain obligations issued by SANBAG entities.

**William Stawarski**

**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 policy amendment.**

#### **4. Meeting Procedures and Rules of Conduct**

Pg. 31

That the General Policy Committee recommend the Board approve modifications to the SANBAG Meeting Procedures and Rules of Conduct.

**Duane Baker**

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

## **Discussion - Air Quality/Traveler Services**

### **5. Amendments to Freeway Service Patrol Contracts C11213 and C12104 to extend second year option as well as Extend Contract Term on C11213.** Pg. 34

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

A. Amendment No. 6 to Contract No. C11213 with Pepe's Towing to exercise their second and final year option for Freeway Service Patrol (FSP) services along Beat 6 which shall increase the contract amount by \$230,400 for a revised not-to-exceed amount of \$1,287,685. This action shall also extend the contract date to February 28, 2017, which is two months longer than the original one-year option extension to accommodate reconfiguration of two FSP Beats in San Bernardino County.

B. Amendment No. 2 to Contract No. C12104 with Pepe's Towing to exercise their second and final year option for Freeway Service Patrol (FSP) services along Beat 7 which shall increase the contract amount by \$214,400 for a revised not-to-exceed amount of \$973,152. This action extends the contract date by one year to February 28, 2017.

**Kelly Lynn**

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

## **Discussion - Regional/Subregional Planning**

### **6. Active Transportation Program Award List and Ten Point Allocation Methodology** Pg. 45

That the General Policy Committee recommend the Board:

A. Adopt attached Metropolitan Planning Organization (MPO) portion of the Active Transportation Program (ATP) project award list.

B. Adopt an additional 10 point allocation in the grant evaluation process to projects that are consistent with regional plans in the MPO portion of the ATP consistent with what was adopted by the Board for ATP Cycle 1.

**Josh Lee**

**This item was reviewed by the Transportation Technical Advisory Committee (TTAC) on October 5, 2015. This item is scheduled for review by the Mountain/Desert Policy Committee on October 16, 2015.**

### **7. Caltrans Sustainable Transportation Planning Grant Submittal** Pg. 49

That the General Policy Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission, receive information on the proposed SANBAG grant application entitled "*Paths to Clean Vehicle Technology and Alternative Fuels Implementation in San Bernardino County*" under the Caltrans Sustainable Transportation Planning Grant Program.

**Steve Smith**

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

## 8. Final Countywide Transportation Plan

Pg. 52

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Commission, review and approve the Countywide Transportation Plan to be considered by the Southern California Association of Governments as the San Bernardino County input into the 2016-2040 Regional Transportation Plan/Sustainability Communities Strategy.

**Timothy Byrne**

**This item was reviewed by the Transportation Technical Advisory Committee on October 5, 2015. This item is not scheduled for review by any other policy committee or technical advisory committee.**

## 9. Congestion Management Program Monitoring Update and Contract Award

Pg. 78

That the General Policy Committee recommend the Board, acting as the San Bernardino County Congestion Management Agency (CMA):

A. Receive a presentation on the SANBAG Congestion Management Program Monitoring Tool.

B. Award sole source Contract No. 16-1001364 to Iteris, Inc. for Congestion Management Program Monitoring Tool maintenance and hosting for a five-year term with two one-year options, for a total amount not-to-exceed \$450,000, based upon a finding that it is in the best interests of the CMA to award this sole source contract. Annual contract expenditures after Fiscal Year 2015/2016 are contingent upon Board approval of annual budgets that include funding for subsequent fiscal years.

C. Approve Fiscal Year 2015/2016 budget amendment to increase Task No. 0203 in the amount of \$15,000, funding source Congestion Management Program funds; and decrease funding in the amount of \$15,000, funding source Measure I Valley Traffic Management Systems funds to provide a Mountain/Desert Subregion contribution to the Congestion Management Program Monitoring Tool maintenance and hosting. This action results in no net increase to Task No. 0203.

**Timothy Byrne**

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

## Discussion - Council of Governments

### 10. Purchase and Sale Agreement for HERO Assessment Receivables

Pg. 89

That the General Policy Committee recommend the Board:

A. Approve Purchase and Sale Agreement 16-1001402 with Renovate America, Inc., to allow Renovate America to advance funds to cover the HERO Assessment delinquencies for the 2014-2015 Tax Year.

B. Authorize the Executive Director or designee, with the concurrence of General Counsel, to finalize the terms of the agreement, including the final amount and the delinquent properties to be included, and to execute the final agreement.

C. Defer the judicial foreclosure proceedings for the delinquent properties.

**Duane Baker**

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

## **Comments from Board Members**

Brief comments from Board Members

## **Public Comment**

Brief comments by the General Public

## **ADJOURNMENT**

### **Additional Information**

Attendance Record

Pg. 116

SANBAG Entities

Pg. 117

Acronym List

Pg. 118

Mission Statement

Pg. 120

**Due to a conflict with the Veterans Day holiday, the November 11, 2015,  
General Policy Committee meeting has been canceled.**

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices and our website: [www.sanbag.ca.gov](http://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. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> 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](http://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:*** *October 14, 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:

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
5	C11213 & C12104	Pepe's Towing Service, Inc. <i>Grant Byrd</i>	N/A
9	16-1001364	Iteris, Inc. <i>Sandra Lennie</i>	N/A
10	16-1001402	Renovate America <i>JP McNeill</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: October 14, 2015

Witnessed By:

*Entity: CMA, COG, CTA, CTC, SAFE*

## *Minute Action*

AGENDA ITEM: 2

**Date:** *October 14, 2015*

**Subject:**

August/September 2015 Procurement Report

**Recommendation:**

Receive the August and September 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 August and September 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 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*

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Approved  
General Policy Committee  
Date: October 14, 2015  
Witnessed By:

## Attachment A

### August/September Contract Actions

#### New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
15-1001286	Cooperative Agreement for I-10 Pepper Ave Interchange.	Caltrans	\$0.00	Funding Agreement for Interstate 10 Pepper Avenue Interchange
16-1001363	Operations and Governance Legal Review related to the Redlands Passenger Rail Project.	Kaplan Kirsch & Rockwell LLP	\$100,000.00	Legal Services related to the Redlands Passenger Rail Project for review of operations and governance.

## Attachment A

### August/September 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
C12028 Amendment 2	Amendment 2 increases the contract and extends contract by one year for on-call right of way advisor. Project: General right of way advisor services.	Terry Haines	Original \$292,500.00 Amendment 1 \$32,500.00	\$50,000.00	\$375,000.00
C12043 Amendment 1	Extend contract for on-call right of way legal services. Project: General right of way services to support Major Project Programs.	Woodruff, Sprading, & Smart	Original \$4,042,750.00	\$0.00	\$4,042,750.00

Attachment: Attachment A [Revision 1] (2272 : Procurement Report)

## Attachment A

### August/September 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
C12244 CTO 7 Amendment 2	Time Extension for SR-210 Right of Way Services	Overland, Pacific, & Cutler	\$6,000,000.00	CTO 1	Original
				\$1,705,921.00	\$100,530.14
				CTO 1.1	Amendment 1
				\$174,350.00	\$11,250.00
				CTO 1.2	Amendment 2
				\$21,897.31	\$0.00
				CTO 3.1	Total:
				\$21,811.68	\$111,780.14
				CTO 6	
				\$21,833.00	
				CTO 9	
				\$12,995.00	
				CTO 11	
				\$23,200.00	
CTO 13					
\$5,588.51					
CTO 12					
\$10,896.00					
CTO 13					
\$5,588.51					

Attachment: Attachment A [Revision 1] (2272 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C12033 CTO 36 Amendment 1	Extend the period of performance to continue to coordinate corrective action training with the City of Rancho Cucamonga for traffic signal timing.	Albert Grover & Associates	\$1,000,000.00	CTO 1 Through CTO 35 \$426,930.00 CTO 37 \$9,406.00 CTO 38 \$35,048.00 CTO 42 \$19,480.00 CTO 43 \$21,570.00 CTO 45 \$34,488.00 CTO 46 \$18,534.00 CTO 47 \$12,902.00 CTO 48 \$9,890.00	Original \$36,582.00 Amendment 1 \$0.00 Total: \$111,780.14

Attachment: Attachment A [Revision 1] (2272 : Procurement Report)

## Attachment A

### August/September Purchase Order Actions

#### Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4001305	07/23/2015	Simon Wong Engineering	Event planning for the 2015 Annual Vendor Fair.	\$24,500.00
4001333	07/21/2015	Muscoy Mutual Water Co.	Provide water irrigation on the SR-210 Segment 11 Landscaping project. SANBAG will enter into a 4 year establish existing planting phase of the project. Per agreement C10161, SANBAG will be required to pay for water for the first two years.	\$15,000.00
4001334	07/22/2015	Sigmanet, Inc.	Purchase eight Toshiba notebooks.	\$9,220.92
4001335	07/22/2015	Hinderliter, De Llamas & Assoc.	Annual sales tax analysis for Fiscal Year 2015/2016.	\$9,600.00
4001336	07/23/2015	G/M Business Interiors	Vendor selected from list that the County of San Bernardino developed as a result of completing procurement process. This vendor has the level of standards previously defined and established style will remain consistent.	\$12,160.29
4001338	07/24/2015	AT&T Mobility	SANBAG is in the process of analyzing cellular service providers 3G coverage. Since the call boxes currently operate on AT&T technology, SANBAG's only feasible option for cellular coverage after June 30 <sup>th</sup> is to remain on AT&T's 2G network until the 3G cellular provider is selected and the upgrade is complete. Current rate with AT&T is a national government rate which will remain in effect after the agreement ended June 30 <sup>th</sup> . SANBAG's goal is to complete the conversion before December 31, 2015.	\$50,000.00

Attachment: Attachment A [Revision 1] (2272 : Procurement Report)

4001362	08/04/2015	Los Angeles County Metropolitan Transportation Authority (LACTMA)	LACTMA is the only agency that had the staff and resources to perform regional rideshare, marketing, and outreach.	\$18,817.00
4001390	08/13/2015	San Bernardino Valley Municipal Water District	Provide water irrigation on the SR-210 Segment 11 Landscaping project. SANBAG will enter into a 4 year establish existing planting phase of the project. Per agreement C10161, SANBAG will be required to pay for water for the first two years.	\$25,000.00
<b>Total</b>				<b>\$164,298.21</b>

Attachment: Attachment A [Revision 1] (2272 : Procurement Report)

## Attachment A

### August/September 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
4001337/No. 1	<p>Vendor selected from list that the County of San Bernardino developed as a result of completing procurement process. This vendor has the level of standards previously defined and established style will remain consistent.</p> <p>G/M was unable to use an existing piece since a customized size is required to build cubicles.</p>	G/M Business Interiors	\$17,518.85	\$769.79	\$12,288.64
4001357/No.1	Implement GASB 34 Module in EDEN. Training estimate was initially understated to implement the new module in EDEN.	Tyler Technologies, Inc.	\$3,720.86	\$2,251.22	\$5,972.08

Attachment: Attachment A [Revision 1] (2272 : Procurement Report)

## Attachment B

### August/September 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
9/10/15	15-1001193	Development of A Regional Safe Routes to School Plan Phase II	\$370,000.00	December 2, 2015	Consultant Services for the development of a regional safe routes to school plan phase II
				<b>Total</b>	<b>\$370,000</b>

## *Minute Action*

AGENDA ITEM: 3

**Date:** *October 14, 2015*

**Subject:**

Investment Policy No. 20100

**Recommendation:**

That the General Policy Committee recommend the Board approve amending SANBAG Investment Policy No. 20100 adding Paragraph N permitting investment in certain obligations issued by SANBAG entities.

**Background:**

There are five separate legal entities, known as the SANBAG entities, with largely the same governing board as San Bernardino Associated Governments (SANBAG). The SANBAG entities are: SANBAG, San Bernardino County Transportation Commission (“Commission”), San Bernardino County Transportation Authority (“Authority”), San Bernardino County Service Authority for Freeway Emergencies and San Bernardino County Congestion Management Agency. Investments of the SANBAG entities are subject to SANBAG Policy No. 20010, and the California Government Code which governs the investment and the deposit of public funds (Section 53600 et seq. and Section 53635). Any changes to the investment policy must be made during a public meeting of the agency.

It is recommended that Policy No. 20100 be amended to allow one SANBAG entity to invest in the bonds, notes, warrants, or other evidences of indebtedness of another SANBAG entity, and to also allow one SANBAG entity to invest in its own bonds, including bonds payable solely out of the revenues from a revenue-producing property owner, controlled, or operated by the SANBAG entity or by a department, board, agency, or authority of the SANBAG entity (“SANBAG Securities”). Government Code section 53601(a) and (e) allow for such investments. For example, with this investment policy amendment, the Authority may purchase notes or bonds issued by the Commission, or the Authority may purchase its own Authority bonds. The SANBAG Securities will formalize the investment, including the repayment and interest rate.

These SANBAG Securities will allow one SANBAG entity to utilize another SANBAG entity’s surplus funds that are not needed in the short-term, subject to the prudent investor standard and the other fiduciary obligations imposed by the Government Code and Policy No. 20100. An example where investing in SANBAG Securities would be beneficial is the I-10 Corridor Improvement Project.

The Measure I 2010-2040 Expenditure Plan description for I-10 is, “I-10 Widening from I-15 to Riverside County Line”. When the Expenditure Plan was developed it was assumed that the I-10 widening would entail extending the High Occupancy Vehicle (HOV) lane from the existing terminus at I-15 to the Riverside County line. During the preliminary engineering it was determined that a single HOV lane along that segment of I-10 would be congested within 10 years of opening. Since there is only enough traditional revenue to add one lane in each

*Entity: CMA, COG, CTA, CTC, SAFE*

## General Policy Committee Agenda Item

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direction on I-10, the Express Lane alternative was developed, which adds two lanes in each direction and provides a funding source to fund the additional lane. The Express Lane alternative requires extending the Express Lanes to the Los Angeles County Line in order to be economically feasible. While the segment from the Los Angeles County Line to I-15 is projected to generate enough revenue once the Express Lanes have completed the “ramp-up”, there is a need for \$60 to \$70 million of Measure I funds, on a temporary basis, to cover some of the project development costs and operation costs during the “ramp-up”. Since this segment of I-10 is not in the Expenditure Plan, the issuance of the subject securities would allow the completion of this segment, which in turn would allow the completion of the Express Lane improvements on the remainder of the corridor if selected as the preferred alternative.

Since the issuance of the subject securities is not only an investment of operating funds, but also a strategy to expedite the completion of improvements, it is recommended that investment of such funds in SANBAG Securities pursuant to Policy No. 20100 Section IX., Paragraph N not be delegated as described by Policy No. 20100 Section VI., but rather require SANBAG Board approval prior to the Chief Financial Officer making such an investment.

The proposed amended language for Policy No. 20100 Section IX., Paragraph N is:

“N. For purposes of this Paragraph, “SANBAG Entity” shall mean one of the following legal entities: San Bernardino Associated Governments, San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino Service Authority for Freeway Emergencies, San Bernardino County Congestion Management Agency, and the successors in interest to such entities.

1. Bonds issued by a SANBAG Entity, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the SANBAG Entity or by a department, board, agency, or authority of the SANBAG Entity, provided the SANBAG Entity Board first specifically approves investing in such bonds.

2. Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency, provided the SANBAG Entity Board first specifically approves of that SANBAG Entity investing in such bonds, notes, warrants or other evidences of indebtedness of another SANBAG Entity.”

***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. SANBAG General Counsel has reviewed this item and the draft policy amendment.

***Responsible Staff:***

William Stawarski, Chief Financial Officer

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Approved  
General Policy Committee  
Date: October 14, 2015

Witnessed By:

San Bernardino Associated Governments	<b>Policy</b>	<b>20100</b>
Adopted by the Board of Directors	October 2, 1996	Revised
		9/2/15
<b>Investment Policy</b>	Revision No.	18

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

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## I. PURPOSE

The purpose of this policy is to 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, and 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.

## 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 subdivision shall be rated "A" for long-term, "A-1" for short-term, their 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. For purposes of this Paragraph, "SANBAG Entity" shall mean one of the following legal entities: San Bernardino Associated Governments, San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino Service Authority for Freeway Emergencies, San Bernardino County Congestion Management Agency, and the successors in interest to such entities.

- 1. Bonds issued by a SANBAG Entity, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the SANBAG Entity or by a department, board, agency, or authority of the SANBAG Entity, provided the SANBAG Entity Board first specifically approves investing in such bonds.

- 2. Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency, provided the SANBAG Entity Board first specifically approves of that SANBAG Entity investing in such bonds, notes, warrants or other evidences of indebtedness of another SANBAG Entity. ~~Obligations issued by the local agency payable solely out of the revenues from revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency or authority of the local agency, provided the Board specifically approves investing in such obligations.~~

- ON. 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.

- PO. A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond of a maximum of five years' maturity. Securities eligible for

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investment under this subdivision shall be rated "AAA" by a nationally recognized statistical-rating organization and may not exceed 20% 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.

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#### **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.

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#### **XI PROHIBITED INVESTMENT TRANSACTIONS**

Any investment not specifically allowed by this policy is prohibited.

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#### **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.

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#### **XIII. LEVERAGING**

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

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#### **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.

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#### **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.

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## **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.
2. 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:

1. The broker/dealer must qualify under SEC Rule 15C3-1 (uniform net capital rule).
2. The broker/dealer and the broker/dealer representative must be properly registered with the appropriate state and federal regulatory bodies.
3. 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.
4. 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.

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## **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:

1. 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.
2. 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.
3. 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 the California Government Code §53607 when investment authority has been delegated by the Board.

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## **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
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 paragraphs (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: Change (A) For 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	07/06/11

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Revision No.	Revisions	Adopted
	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 the California Government Code 53607 when investment authority has been delegated by the Board.	
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
18	Re-approved by the Board of Directors on 9/2/15, Agenda Item 6. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, including modifications to subparagraph I, and adding subparagraphs N and O.	09/02/15

## *Minute Action*

AGENDA ITEM: 4

**Date:** *October 14, 2015*

**Subject:**

Meeting Procedures and Rules of Conduct

**Recommendation:**

That the General Policy Committee recommend the Board approve modifications to the SANBAG Meeting Procedures and Rules of Conduct.

**Background:**

The Meeting Procedures and Rules of Conduct can be modified from time to time by the Board of Directors as appropriate. Attached are proposed modifications that clarify some existing language and make clear reference to the Brown Act as well as prohibiting anyone bringing into the meeting "...any wooden, plastic, or other type of object, including without limitation such objects that are affixed to signs, that could be used as a weapon..." This modification in no way limits an individual's ability to exercise protected speech with signs, it simply prohibits items that could be attached to those signs that could be used as weapons.

**Financial Impact:**

This item does not impact the adopted SANBAG budget.

**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.

**Responsible Staff:**

Duane Baker, Director of Management Services

Approved  
 General Policy Committee  
 Date: October 14, 2015

Witnessed By:

*Entity: CMA, COG, CTA, CTC, SAFE*

## 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. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 1<sup>st</sup>2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the “Consent Calendar” and “~~Items for~~ Discussion” contain [suggested recommended](#) 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 [or unanimous vote of members present as provided in The Ralph M. Brown Act Government Code Sec. 54954.2\(b\)](#).

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

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a “Request to Speak” form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. [Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.](#)

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

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

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

**Disruptive or prohibited 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 or prohibited conduct includes without limitation 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, bringing into the meeting any wooden, plastic, or other type of object that could be used as a weapon, including without limitation such objects sticks that are affixed to signs, that could be used as a weapon, 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!

## *Minute Action*

AGENDA ITEM: 5

**Date:** *October 14, 2015*

**Subject:**

Amendments to Freeway Service Patrol Contracts C11213 and C12104 to extend second year option as well as Extend Contract Term on C11213.

**Recommendation:**

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

- A. Amendment No. 6 to Contract No. C11213 with Pepe's Towing to exercise their second and final year option for Freeway Service Patrol (FSP) services along Beat 6 which shall increase the contract amount by \$230,400 for a revised not-to-exceed amount of \$1,287,685. This action shall also extend the contract date to February 28, 2017, which is two months longer than the original one-year option extension to accommodate reconfiguration of two FSP Beats in San Bernardino County.
- B. Amendment No. 2 to Contract No. C12104 with Pepe's Towing to exercise their second and final year option for Freeway Service Patrol (FSP) services along Beat 7 which shall increase the contract amount by \$214,400 for a revised not-to-exceed amount of \$973,152. This action extends the contract date by one year to February 28, 2017.

**Background:**

The Freeway Service Patrol (FSP) consists of a fleet of tow trucks roaming the freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. Since the program's inception in January 2006, the FSP Program has demonstrated many benefits by reducing the amount of time a motorist is in unsafe conditions, as well as reducing traffic delays, vehicular emissions and secondary incidents. There are eight (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. On average, 3,200 motorists are assisted each month through the San Bernardino County FSP Program.

In October 2011, the Board of Directors approved the selection of Pepe's Towing Services, Inc., to provide FSP services on Beats 6 and 7. The Pepe's Beat 6 contract began January of 2012 and Beat 7 began two months later in March that same year. Beat 6 provides coverage along Interstate (I) 215 from the Riverside County line to 2<sup>nd</sup> Street. Beat 7 provides coverage along I-215 from 2<sup>nd</sup> Street to Palm/Kendall Avenue. The contracts were for a total of three (3) years with two one-year options.

*Entity: CMA, CTC*

## General Policy Committee Agenda Item

October 14, 2015

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In January 2015, the Executive Director approved amendments to both of these contracts to exercise the first year-option. Pepe's Towing has provided excellent services for the FSP Program throughout the past four (4) years as they have assisted stranded motorists quickly, professionally, and safely. In addition to their excellent services, they are performing well within their budgets and have agreed to continue the work at their same hourly rate. Pepe's Towing will continue to provide services for Beats 6 and 7 at \$50.00 per hour.

In September 2015, staff presented a FSP Analysis report to the committee which discussed the re-organization of SANBAG FSP Beats; one recommendation was to merge Beat's 6 and 7 for a better benefit-cost ratio. As a result, the end date for C11213 will be extended by two months to accommodate simultaneous end dates for both of these contracts.

To avoid service interruption, staff requests that the Committee recommend the Board approve Amendment No. 6 to Contract C11213 and Amendment No. 2 to C12104 with Pepe's Towing to exercise their second and final option years and to increase the not-to-exceed amounts of the contracts for the continuation of FSP Services through February 28, 2017.

**Financial Impact:**

Contract amendment costs have been included in the Fiscal Year (FY) 2015/2016 budget Task 0704 totaling \$172,100. The source of funds are State FSP and DMV/SAFE Funds.

**Reviewed By:**

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

**Responsible Staff:**

Kelly Lynn, Chief of Mobility and Air Quality Programs

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Approved  
General Policy Committee  
Date: October 14, 2015

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No:     C11213     Amendment No.:     6     Vendor No.:     1718      
 Vendor/Customer Name:     Pepe's Towing Service, Inc.     Sole Source?  Yes  No  
 Description:     Freeway Service Patrol Beat 6      
 Start Date:     01/01/2012     Expiration Date:     12/31/2015     Revised Expiration Date:     02/28/2017      
 Has Contract Term Been Amended?  No  Yes - Please Explain     Exercise 2nd 1 year option      
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 560,252.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ 1,057,285.00	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ 230,400.00	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 1,287,685.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 1,287,685.00

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date:     11/04/2015      
 Board of Directors Action:     Approve Amendment 6 to C11213    

**Contract Management: Payable/Miscellaneous**

Invoice Warning:     20%     Renewals: \_\_\_\_\_ Type:  Capital  PAA  X  
 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: C11213\_06 CSS [Revision 1] (2207 : Pepes Towing Beats 6 & 7 Option Years)

**AMENDMENT NO. 6 TO CONTRACT NO. C11213**

**FOR**

**FREEWAY SERVICE PATROL IN SAN BERNARDINO COUNTY**

**(PEPE’S TOWING SERVICE, INC.)**

This AMENDMENT No. 6 to Contract C11213 is made by and between Pepe’s Towing Services, Inc. (“CONTRACTOR”) and San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission (“SANBAG”):

RECITALS:

- A. SANBAG, under Contract C11213 (“Contract”), has engaged the services of CONTRACTOR effective March 2012 to provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway for Beat 6.
- B. On March 25, 2013, SANBAG and CONTRACTOR entered into Amendment No.1 to exercise its right to provide “Extra Work” along Beat 3 for emergency coverage. This action increased the contract amount and added Attachment B-1 to the contract for compensation for Beat 3 coverage.
- C. On December 5, 2013, SANBAG and CONTRACTOR entered into Amendment No. 2 to revise the Scope of Work, Attachment A, for the 215 Bi-County HOV Project mid-day construction FSP service, and increase the contract amount as revised in Compensation and Payment schedule in Attachment B.
- D. On May 30, 2014, SANBAG and CONTRACTOR entered into Amendment No. 3 to provide extra work along Beat 2, revise the Scope of Work as outlined in Exhibit A.1, and increase the contract as revised in the Compensation and Payment schedule in Exhibit B.1.
- E. On November 25, 2014, SANBAG and CONTRACTOR entered into Amendment No.4 to exercise its option and extend the contract term through December 31, 2015 for Beat 6 only, modify the Scope of Work as outlined in Exhibit A.2, and increase the contract amount as outlined in the Compensation and Payment schedule in Exhibit B.2.
- F. On December 5, 2013, SANBAG and CONTRACTOR entered into Amendment No. 5 to revise the Scope of Work, Exhibit A.3, for the extension of work along the 215 Bi-County HOV Project for mid-day construction FSP services, and increase the contract amount as revised in Compensation and Payment schedule in Exhibit B.3.
- G. Contract grants SANBAG two one-year options to extend the term of the Contract at the same rate of compensation as provided for under the original Contract term and, in addition, it is in SANBAG’s best interest to further extend the term of the Contract to make it co-extensive with the contract for Beat 7, allowing consolidation or realignment of beats with the next contract cycle.

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

- 1. ARTICLE 2: Period of Performance, shall be deleted in it's entirely and replaced as follows:

“The period of performance by CONTRACTOR under this Contract shall commence upon issuance of a written Notice to Proceed (NTP) issued by COMMISSION and shall continue in full force and effect through February 28, 2017 or until otherwise terminated, or unless extended as hereinafter provided by written amendment.”

- 2. ARTICLE 3: SECTION 3.2 Price, shall be deleted in it's entirely and replaced as follows:

“The total Not-To-Exceed or (Firm Fixed) amount is One Million, Two Hundred and Eighty-Seven Thousand, Six Hundred Eighty-Five Dollars and no cents (\$1,287,685.00). CONTRACTOR'S fee for services is included in the total contract cost and shall be a specific rate of compensation contract, as agreed upon, and noted in Attachment "B.4", Compensation and Payment, Price Summary Sheet, and the Detailed Itemized Beat Cost Schedule. Services to be provided under this Contract are to be performed as set forth in Attachment "A.4", which includes Scope of Services which is incorporated herein by this reference.”

- 3. In the Contract and prior amendments, the “Compensation and Payment” schedule has been variously referred to as “Attachment” or “Exhibit” B with either a hyphen or a period between the letter designation and the version number. It is the intent of this Amendment to replace Attachment B “Compensation and Payment” to the original Contract, as previously amended and superceded and however previously designated, with Exhibit B.4 “Compensation and Payment” attached to and incorporated into this Amendment. All references in the Contract and previous amendments to Attachment or Exhibit B, or any of its successors B-1 through B.3, shall mean Exhibit B.4 attached hereto.
- 4. The Contract and Amendments 1, 2, 3, 4, and 5 are incorporated into this amendment.
- 5. Except as amended by this Amendment, all other provisions of the Contract shall remain in full force and effect.
- 6. The recitals above are true and correct and are incorporated into and made a part of this Amendment.
- 7. This Amendment No. 6 is effective on the date executed by SANBAG.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 6 below.

PEPE'S TOWING SERVICE, INC.

SANBAG

By: \_\_\_\_\_  
Grant Bryd  
FSP Manager

By: \_\_\_\_\_  
Ryan McEachron  
SANBAG Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Robert D. Herrick  
Asst. General Counsel

Date: \_\_\_\_\_

CONCURRENCE:

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

Date: \_\_\_\_\_

Attachment: C11213\_06 [Revision 2] (2207 : Pepes Towing Beats 6 & 7 Option Years)

## EXHIBIT B.4

### Compensation and Payment

#### Overview Contract No. 11213 with Pepe's Towing Services, Inc. for Beat 6

Term: January 1, 2012 – February 28, 2017

Hourly Costs (per truck)	No. of Hours	7% More Hours	Total Hours	Cost Per Truck	Total Costs
Beat 6 costs through FY 2012/2013	2,618	183.26	2,801.26	\$140,063.00	\$280,126.00
FY 2013/2014	1736	121.52	1857.52	\$92,876.00	\$185,752.00
FY 2014/2015 (7/1/14-12/31/14)	882	61.74	943.74	\$47,187.00	\$94,374.00
<b>Beat 3 coverage services performed in 2012 Amendment 1:</b>					
FY 2012/2013 (1/11/2013-4/30/2013)	588	41	629	\$31,764.50	\$63,529.00
<b>Add Beat 6 Mid-Day construction Beat 2013 Amendment 2</b>					
FY 2013/2014 (12/4/2013-6/30/2014)	1008	n/a	1008	\$50,400.00	\$100,800.00
FY 2014/2015 (7/1/2014-12/31/2014)	1000	n/a	1000	58,260.56	\$58,260.56
<b>Add Beat 2 Coverage 2014 Amendment 3</b>					
FY13/14	315	23	338	\$18,252.00	\$36,504.00
<b>Beat 6 Option Year 1 – 1/1/15-12/31/15 Amendment 4</b>					
FY14/15 (1/1/15-6/30/15)	903	63	966	\$48,300.00	\$96,600.00
FY15/16 (7/1/15-12/31/15)	931	65	996	\$49,800.00	\$99,600.00
<b>Add Beat 6 Mid-Day construction Beat 2015 Amendment 5</b>					
FY 2014/2015	800		800	40,000.00	41,739.44
<b>Beat 6 Option Year 2 1/1/16-2/28/17 Amendment 6</b>					
FY15/16 (1/1/16-6/30/16)	940	66	1,006	\$50,300.00	\$100,600.00
FY16/17 (7/1/16-2/28/17)	1,280	90	1,298	\$64,900.00	\$129,800.00
<b>Contract Total:</b>					<b>1,287,685.00</b>

Average Annual Hours Per Truck Per Beat                      1,836  
 Hourly Rate for Initial Contract Term                                      \$50.00

Extra time: \$0.83 per minute  
 Non- Penalized Down Time: \$0.83 per minute  
 Penalized Down Time: \$2.49 per minute

Note: Two primary FSP Tow Trucks are required  
 Plus one certified FSP Back – Up Tow truck.

**Contract Summary Sheet**

**General Contract Information**

Contract No:       C12104       Amendment No.:       2       Vendor No.:       1718        
 Vendor/Customer Name:       Pepe's Towing Service, Inc.       Sole Source?  Yes  No  
 Description:       Freeway Service Patrol Beat 7        
 Start Date:       03/01/2012       Expiration Date:       02/29/2016       Revised Expiration Date:       02/28/2017        
 Has Contract Term Been Amended?  No  Yes - Please Explain       Exercise 2nd 1 year option        
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 560,252.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ 758,752.00	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ 214,400.00	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 973,152.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 973,152.00

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date:       11/04/2015        
 Board of Directors Action:       Approve Amendment 2 to C12104      

**Contract Management: Payable/Miscellaneous**

Invoice Warning:       20%       Renewals: \_\_\_\_\_ Type:  Capital  PAA  X  
 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: C12104\_02 CSS [Revision 1] (2207 : Pepes Towing Beats 6 & 7 Option Years)

## AMENDMENT NO. 2 TO CONTRACT NO. C12104

### FOR

### FREEWAY SERVICE PATROL BEAT #7 WITHIN SAN BERNARDINO COUNTY

### (PEPE'S TOWING SERVICES, INC.)

This AMENDMENT No. 2 to Contract C12104 is made by and between Pepe's Towing Services, Inc. ("CONTRACTOR") and San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission ("SANBAG"):

#### RECITALS:

- A. SANBAG, under Contract C12104 ("Contract"), has engaged the services of CONTRACTOR effective March 2012 to provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway for Beat 7.
- B. On November 25, 2014, SANBAG and CONTRACTOR entered into Amendment No.1 to exercise its first year option.
- C. Contract grants SANBAG two one-year options to extend the term of the Contract at the same rate of compensation as provided for under the original Contract term; and

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

1. ARTICLE 2: Period of Performance, shall be deleted in it's entirely and replaced as follows:

"The period of performance by CONTRACTOR under this Contract shall commence upon issuance of a written Notice to Proceed (NTP) issued by COMMISSION and shall continue in full force and effect through February 28, 2017 or until otherwise terminated, or unless extended as hereinafter provided by written amendment."

2. ARTICLE 3: PRICE, SECTION 3.2, shall be deleted in it's entirely and replaced as follows:

"The total Not-To-Exceed or (Firm Fixed) amount is Nine Hundred Seventy-Three Thousand, One Hundred, Fifty-Two Dollars and no cents (\$973,152.00). CONTRACTOR'S fee for services is included in the total contract cost and shall be a specific rate of compensation contract, as agreed upon, and noted in Attachment "B", Compensation and Payment, Price Summary Sheet, and the Detailed Itemized Beat Cost Schedule. Services to be provided under this Contract are to be performed as set forth in Attachment "A", which includes Scope of Services which is incorporated herein by this reference."

- 3. Delete Exhibit B "Compensation and Payment" and replace it with Exhibit B.1 "Compensation and Payment" as attached to and incorporated into this Amendment. All references in the Contract to Exhibit B shall mean Exhibit B.1.
- 4. The Contract and Amendment 1 are incorporated into this Amendment.
- 5. Except as amended by this Amendment, all other provisions of the Contract shall remain in full force and effect.
- 6. The Recitals above are true and correct and are incorporated into and made a part of this Amendment.
- 7. Amendment No. 2 is effective on the date executed by SANBAG.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. 2 below.

**PEPE'S TOWING SERVICES, INC.**

**SANBAG**

By: \_\_\_\_\_  
Grant Byrd  
FSP Manager

By: \_\_\_\_\_  
Ryan McEachron  
SANBAG Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Robert D. Herrick  
Asst. General Counsel

**CONCURRENCE:**

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

Attachment: C12104-02 (2207 : Pepes Towing Beats 6 & 7 Option Years)

## EXHIBIT B.1

### Compensation and Payment

**Overview Contract No. 12104 with Pepe's Towing Services, Inc. for Beat 7**

**Term: March 1, 2015 – February 28, 2017**

Hourly Costs (per truck)	No. of Hours	7% More Hours	Total Hours	Cost Per Truck	Total Costs
FY 2011/2012 (3/1/12-6/30/12)	609	42.63	651.63	\$32,581.50	\$65,163.00
FY 2012/2013	1736	121.52	1857.52	\$92,876.00	\$185,752.00
FY 2013/2014	1736	121.52	1857.52	\$92,876.00	\$185,752.00
FY 2014/2015 (7/1/14-2/28/15)	1155	80.85	1235.85	\$61,792.50	\$123,585.00
<b>Beat 7 Option Year 1 – 3/1/15-2/29/16</b>					
FY14/15 (3/1/15-6/30/15)	609	43	652	\$32,600.00	\$65,200.00
FY15/16 (7/1/15-2/29/16)	1,246	87	1,333	\$66,650.00	\$133,300.00
<b>Beat 7 Option Year 2 – 3/1/16-2/28/17</b>					
FY16/17 (3/1/16-6/30/16)	668	47	715	\$35,750.00	\$71,500.00
FY17/18 (7/1/16-2/28/17)	1,336	93	1,429	\$71,450.00	\$142,900.00
<b>Contract Total:</b>					
	<b>7,091</b>	<b>496.52</b>	<b>7,587.52</b>	<b>\$379,376.00</b>	<b>\$973,152.00</b>

Average Annual Hours Per Truck Per Beat      1,757  
 Hourly Rate Option Year 1                              \$50.00

Extra time: \$0.83 per minute  
 Non- Penalized Down Time: \$0.83 per minute  
 Penalized Down Time: \$2.49 per minute

Note: Two primary FSP Tow Trucks are required  
 Plus one certified FSP Back – Up Tow truck.

Attachment: C12104-02 (2207 : Pepes Towing Beats 6 & 7 Option Years)

## *Minute Action*

AGENDA ITEM: 6

**Date:** *October 14, 2015*

**Subject:**

Active Transportation Program Award List and Ten Point Allocation Methodology

**Recommendation:**

That the General Policy Committee recommend the Board:

- A. Adopt attached Metropolitan Planning Organization (MPO) portion of the Active Transportation Program (ATP) project award list.
- B. Adopt an additional 10 point allocation in the grant evaluation process to projects that are consistent with regional plans in the MPO portion of the ATP consistent with what was adopted by the Board for ATP Cycle 1.

**Background:**

The Active Transportation Program (ATP) was created by Senate Bill 99 (Chapter 359, Statutes 2013) and Assembly Bill 101 (Chapter 354, Statutes 2013) to encourage increased use of active modes of transportation, such as biking and walking, as well as to ensure compliance with Moving Ahead for Progress in 21<sup>st</sup> Century Act (MAP-21). The Cycle 2 Call for Projects was released by Caltrans on March 26, 2015 and went through a statewide review process. On September 15, 2015, California Transportation Commission (CTC) released the staff recommended award list.

As expected, the selection process for ATP Cycle 2 was highly competitive. For San Bernardino County, compared to Cycle 1, the overall funding level and project number decreased in Cycle 2. However, compared to other counties around the State, San Bernardino County had the second most projects awarded in this cycle. San Bernardino County as a whole will have six projects funded totaling \$10.163 million from the Statewide portion of the ATP and five or six more projects funded totaling \$8.643 million from the MPO portion of the ATP. In total, San Bernardino County will have eleven (11) or twelve (12) projects totaling slightly over \$18.8 million. Even though SANBAG as an entity did not submit an application for ATP funding this year, this represents another successful round of ATP funding for our County. (See Attachment A for the full list of projects from San Bernardino County)

Based on the ATP project submittal list, the SANBAG sub-region submitted a total of 27 projects with a total request amount of \$35.8 million. The approval of this agenda item would pave the way for distribution of almost all of the \$8.348 million of the SCAG portion of the ATP to four or five jurisdictions (Ontario, Victorville, San Bernardino County, and Needles/Hesperia). In addition, \$295 thousand will be distributed to the planning project in the City of Grand Terrace. In total, \$18.8 million in projects out of the \$57.3 million (33%) total asked will be funded through this second cycle of the ATP. SANBAG staff and other county CTCs are still in discussion over some of the MPO portion surplus funds that could potentially be available to fund our partially funded projects. SANBAG staff will bring a subsequent item to

*Entity: CTC*

General Policy Committee Agenda Item

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the Metro Valley Study Session (MVSS) in November to finalize the amount of funds to be distributed to Needles and/or Hesperia projects. The item to MVSS will also include a staff recommendation on how to best fund the two partially (Needles/Hesperia) funded projects in our County and a decision on how to utilize the remaining funds in the Transportation Development Act (TDA) Article 3 bicycle/pedestrian dedicated funding program.

After the approval of this item, the San Bernardino County project list will be submitted to SCAG for inclusion in the final ranking of regional projects. SANBAG staff will continue its collaboration with SCAG staff to implement the regional projects. There are still estimates that need to be worked out with SCAG, thus the total number of projects and the funding level could change depending on the discussion with other surrounding Commissions as mentioned above.

For the Cycle 2 ATP funding and review process, the State recommended to continue the same fund allocation calculation as the Cycle 1. Fifty percent of the total program funds are apportioned for Statewide while 40% of the total funds are apportioned for Metropolitan Planning Organization (MPOs). MPO apportionment is recommended to be distributed based on their population share. In total, SCAG's portion represents about \$76.3 million and San Bernardino County's population share of the \$76.3 million is about \$8.348 million.

As with Cycle 1, SCAG is deferring project rankings to Caltrans and forgoing its option to issue a supplemental regional call for projects. This means that the project scoring and rankings received during the Statewide call for projects will also be used to determine a project award list for the MPO portion. A separate evaluation committee will not be required at the county or regional level within the SCAG region to separately score the projects. However, for the selection of the regional MPO projects, up to 10 additional points can be given to projects based on their consistency with a regional plan.

Based on the ATP project submittal list, SANBAG staff reviewed the applications from the region and determined that all of the projects are consistent with either SCAG's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), SANBAG's Non-Motorized Transportation Plan (NMTP), or local jurisdiction plans. SANBAG staff has determined which projects "are consistent with plans adopted by local and regional governments within the county" per the requirements of SB 99. For San Bernardino County, the SANBAG Board adopted the guideline for assigning the 10 points for regional consistency in May 2014 for the ATP Cycle 1 process. SANBAG staff is proposing to apply the same methodology for the ATP Cycle 2 process and will assign 10 points to each of the San Bernardino County projects. (Attachment A)

Approval of this agenda item will add 10 points to the projects listed in Attachment A. This project list will also be submitted to SCAG for inclusion in the final ranking of regional projects. The adoption of the final recommended project list will also be brought forward to SCAG for approval at their Regional Council meeting.

***Financial Impact:***

There is no impact on the FY2015/2016 SANBAG Budget

***Reviewed By:***

This item was reviewed by the Transportation Technical Advisory Committee (TTAC) on October 5, 2015. This item is scheduled for review by the Mountain/Desert Policy Committee on October 16, 2015.

***Responsible Staff:***

Josh Lee, Senior Planner

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Approved  
General Policy Committee  
Date: October 14, 2015  
Witnessed By:

**Attachment A - 2015 Active Transportation Program (ATP) Cycle 2 - San Bernardino County Projects**

	Applicant	Project Title	Total Project Cost (1,000s)	Total Fund Request (1,000s)	Adjusted Score	Regional Consistency	ATP Fund Source
SBD	Hesperia	Willow Street Shared Use Paseo	\$1,885	\$1,200	98.00	YES	State
SBD	Highland	Regional Connector Project	\$4,545	\$3,636	93.50	YES	State
SBD	Rialto	Etiwanda Corridor Improvements	\$850	\$629	91.00	YES	State
SBD	Big Bear Lake	Big Bear Blvd Pedestrian and Bicycle Mobility Project	\$1,899	\$1,519	91.00	YES	State
SBD	San Bernardino City	Sidewalk Gap Closure SRTS Project	\$2,153	\$2,153	90.00	YES	State
SBD	Town of Yucca Valley	Yucca Valley Elementary School Sidewalks	\$1,026	\$1,026	88.00	YES	State
SBD	Ontario	SRTS Infrastructure Improvement Project-El Camino Elementary	\$400	\$368	86.00	YES	MPO
SBD	Victorville	Mohave Riverwalk Shared-Use Bicycle Facility	\$4,700	\$3,760	84.00	YES	MPO
SBD	San Bernardino County	Santa Ana River Trail Phase IV, Reaches B and C	\$9,750	\$3,801	84.00	YES	MPO
SBD	Needles (Partial)*	In-fill Sidewalks, Curbs & Gutters Improvement Project	\$484	\$484	83.00	YES	MPO
SBD	Hesperia (tie and partial)**	Bear Valley Road Bicycle Bypass Phase II	\$376	\$301	83.00	YES	MPO
SBD	Rialto	SRTS Program for Colton Joint and Fontana Unified Districts Schools	\$160	\$160	80.00	YES	
SBD	Yucaipa	Safe Routes to Calimesa And Wildwood Elementary Schools and Green Valley High School	\$1,950	\$1,493	79.00	YES	
SBD	Grand Terrace***	ATP Planning	\$295	\$295	78.00	YES	MPO (Planning)
SBD	San Bernardino County	Sunburst Street Bike Path Extension	\$1,118	\$1,118	77.00	YES	
SBD	Ontario	G Street and San Antonio Bike Corridors	\$792	\$633	73.00	YES	
SBD	San Bernardino County	Trona Road Class I Bikeway Rehabilitations	\$927	\$758	72.00	YES	
SBD	Rancho Cucamonga	6th Street Cycle Track	\$1,633	\$1,320	72.00	YES	
SBD	Fontana	SRTS Project	\$1,967	\$1,967	70.00	YES	
SBD	Town of Yucca Valley	Yucca Valley High School Sidewalks Phase II	\$787	\$787	65.00	YES	
SBD	Rancho Cucamonga	SRTS Sidewalk and Pedestrian Safety Enhancements	\$836	\$471	65.00	YES	
SBD	Rancho Cucamonga	Southwest Cucamonga Bicycle Network Gap Closure	\$1,199	\$960	62.00	YES	
SBD	Upland	Elementary School Safe Walking and Street Crossing Pathway Improvement Program	\$992	\$793	57.00	YES	
SBD	Town of Yucca Valley	Yucca Valley High School Sidewalks Phase I	\$1,313	\$1,313	54.00	YES	
SBD	Town of Yucca Valley	La Contenta Jr. High School Sidewalks	\$2,266	\$2,266	53.00	YES	
SBD	Barstow	Main Street-Route 66 Bicycle Route Project	\$1,436	\$1,136	45.00	YES	
SBD	Chino Hills	Los Serranos Infrastructure Improvements	\$1,470	\$1,470	28.00	YES	
Total			\$47,209	\$35,817			
Total Funded Projects			State	\$10,163			
Total Funded Projects			MPO	\$8,643			
Total ATP San Bernardino County ATP Funds				\$18,806			

\* City of Needles will be awarded partial funding through the ATP MPO portion. (short \$65,000)  
 \*\* City of Hesperia and City of Needles are tied for the last MPO portion of the funding. SANBAG Board will need to determine which project will receive the ATP funding.  
 \*\*\* City of Grand Terrace will receive 3 percent set-aside ATP MPO Planning funds

## *Minute Action*

AGENDA ITEM: 7

**Date:** *October 14, 2015*

**Subject:**

Caltrans Sustainable Transportation Planning Grant Submittal

**Recommendation:**

That the General Policy Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission, receive information on the proposed SANBAG grant application entitled “*Paths to Clean Vehicle Technology and Alternative Fuels Implementation in San Bernardino County*” under the Caltrans Sustainable Transportation Planning Grant Program.

**Background:**

SANBAG is preparing to submit an application under the Caltrans Sustainable Transportation Planning Grant Program for Fiscal Year 2016/2017. The program was created to support the current Caltrans mission: *Provide a safe, sustainable, integrated and efficient transportation system to enhance California’s economy and livability.* Grant program overarching objectives have been identified by Caltrans to ensure consideration of major efforts in transportation planning, including: Sustainability, Preservation, Mobility, Safety, Innovation, Economy, Health, and Equity. Caltrans released the program call for applications on August 17, 2015.

These grants may be used for a wide range of transportation planning purposes which address local and regional transportation needs and issues. The implementation of these grants should ultimately lead to the adoption, initiation, and programming of transportation improvements. SANBAG will be submitting this application through the Southern California Association of Governments (SCAG), with a due date to Caltrans of October 30, 2015. Applicants will be notified in Spring 2016 and work may begin as early as July 2016.

This new Fiscal Year (FY) 2016/2017 grant application is entitled “*Paths to Clean Vehicle Technology and Alternative Fuels Implementation in San Bernardino County.*” The application proposes to bring together a broad cross-section of the public sector, private sector, and interest groups to define a technologically feasible and cost-effective approach (per the language in AB 32) that integrates considerations of both air quality and the economy. SANBAG will bring together a diverse set of interests: logistics, transportation planning, technology, economics, energy, air quality, trucking, rail, warehousing, intermodal facilities, health, research, marketing, and finance.

The basic question to be addressed in this proposed project is: “What can local and regional agencies and the private sector do to advance the rate of adoption of fleet and fuels technology at the local level to help achieve both air quality and economic goals, and what is a feasible

*Entity: CTC*

timeline for that progress to occur?” SANBAG will serve as a convener of the relevant entities, but much of the expertise will need to be drawn from the stakeholders.

The fleet and fuels components addressed in this study will primarily include passenger transportation, goods movement, and off-road equipment. It is recognized that the federal and state standards/goals have timelines associated with achievement of those standards/goals. At the same time, we must recognize that economics are a very real part of the speed with which those standards/goals can be achieved and must be part of the conversation regarding how the goals are achieved.

The approach to the project will involve the following process:

1. Convene stakeholders to confirm/modify the proposed process for defining technologically feasible and cost-effective paths forward
2. Identify the barriers and costs involved in technology development and fleet/fuels transformation and implementation.
3. Map out technologically feasible and cost-effective alternative paths to attainment of standards for criteria pollutants and achievement of Green House Gas (GHG) reduction goals.
4. Identify strategies that would be required to implement the alternative paths and the associated nature and scale of investments that would be needed. This would address issues such as the magnitude and distribution of Plug-in Electric Vehicle (PEV) charging stations, natural gas and hydrogen fueling stations, integration of biofuels, fueling distribution infrastructure, implications on local jurisdiction permitting, approaches to incentives and financing programs (state and federal, for both vehicles and fuels), impact on secondary and tertiary vehicle markets, and financial burdens placed on the public and private sectors.
5. Develop recommendations that can be provided to air districts, state agencies, federal agencies, utilities, researchers, manufacturers, and other entities regarding how they can assist public and private sector partners at the local level to advance air quality goals while maintaining vibrant, competitive economies. It is not expected that any specific alternative paths will be recommended, but that lessons derived from the analysis of alternative paths will become a basis for recommendations to entities that have responsibility for advancements in air quality and economic development.

A cash or in-kind match of 11.47% of the total project cost is required. It is anticipated that a cash match of up to \$50,000 may be proposed in the grant application. The grant request is expected to be in the range of \$300,000 to \$400,000. If SANBAG is successful in obtaining this grant, the matching funds will be included in the FY 2016/2017 SANBAG budget. It should be noted that SANBAG, in partnership with Omnitrans, has been awarded a \$350,000 FY 2015/2016 Sustainable Transportation Planning Grant entitled: “*Customer-Based Ridesharing and Transit Interconnectivity Study*” and will be initiating work on that project within the next several months. Prior Caltrans grants have provided funds for important projects that have resulted in subsequent grants for implementation and/or construction.

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***Financial Impact:***

This item has no impact on the Fiscal Year 2015/2016 SANBAG Budget. If SANBAG is successful in obtaining the grant, matching funds up to \$50,000 would be included in the Fiscal Year 2016/2017 SANBAG Budget.

***Reviewed By:***

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

***Responsible Staff:***

Steve Smith, Director of Planning

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Approved  
General Policy Committee  
Date: October 14, 2015

Witnessed By:

## *Minute Action*

AGENDA ITEM: 8

**Date:** *October 14, 2015*

**Subject:**

Final Countywide Transportation Plan

**Recommendation:**

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Commission, review and approve the Countywide Transportation Plan to be considered by the Southern California Association of Governments as the San Bernardino County input into the 2016-2040 Regional Transportation Plan/Sustainability Communities Strategy.

**Background:**

On September 2, 2015, staff forwarded the Draft Countywide Transportation Plan (CTP) to the SANBAG Board of Directors as information. Subsequent to presenting the Draft CTP to the Board of Directors Metro Valley Study Session on August 13, 2015 and the Mountain Desert Policy Committee on August 21, 2015, staff has updated the Draft CTP based on comments received from various agencies, cities, interest groups and citizens.

SANBAG currently collaborates with the Southern California Association of Governments (SCAG) on a broad range of transportation and sustainability initiatives. As part of these collaborative efforts, SANBAG was directly involved in the development of the 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and is currently involved in development of the 2016-2040 RTP/SCS. The 2012-2035 RTP/SCS was adopted by SCAG's Regional Council on April 4, 2012.

While SCAG develops the RTP/SCS, the land use and transportation changes within it are largely driven by the respective actions of local governments, transit agencies, Caltrans, and County Transportation Commissions. It is therefore critical that the Transportation Commissions be engaged in the implementation of the Plan in order for its benefits to be realized. In addition, progress toward the implementation of the RTP/SCS needs to be reflected in each subsequent RTP/SCS cycle.

The RTP portion of the RTP/SCS is a long-range transportation plan that is developed and updated by SCAG every four years. The RTP provides a vision for transportation investments throughout the region. Using growth forecasts and economic trends that project out over a 25-year period, the RTP considers the role of transportation in the broader context of economic, environmental, and quality-of-life goals for the future, identifying regional transportation strategies to address our mobility needs.

*Entity: CTC*

The SCS was required by Senate Bill 375 to better integrate land use and transportation strategies that will achieve Greenhouse Gas (GHG) reduction targets set by the California Air Resources Board (CARB). The focus of the SCS is on GHG reductions from automobiles and light trucks through integrated transportation, land use, housing and environmental planning.

The purpose of the SANBAG CTP is to lay out a strategy for long term investment in and management of San Bernardino County's transportation assets. It is serving as input to the SCAG 2016-2040 RTP/SCS. On December 3, 2014, the SANBAG Board of Directors received information on the Draft San Bernardino County Project List that SANBAG submitted to SCAG as initial input into the 2016-2040 RTP/SCS. The list was prepared as part of the CTP development process. Initial growth forecasts (estimates of employment, households, and population through 2040) were also developed collaboratively by SANBAG and local jurisdictions and were presented to the Board of Directors Metro Valley Study Session and Mountain/Desert Policy Committee in May 2014 and were subsequently transmitted to SCAG.

A draft 2016-2040 RTP/SCS is anticipated to be released in December 2015 with the public outreach and comment period lasting through February 2016. The SCAG Regional Council is expected to adopt the 2016-2040 RTP/SCS in April 2016.

The Final CTP Executive Summary is provided as Attachment 1 to this agenda item, and the full Final CTP can be accessed at:

[http://www.sanbag.ca.gov/planning2/plan\\_county-wide-transit.html](http://www.sanbag.ca.gov/planning2/plan_county-wide-transit.html).

The CTP recognizes that the transportation landscape is changing. As we look back over the trends and accomplishments of the last 25 years, we see a gradual shift at the state level from a principal focus on mobility and congestion relief to a principal focus on sustainability. We see this even in the titles of key propositions and legislation. Sustainability has certainly not been ignored in prior decades, and need for congestion relief remains in the decades to come, but clearly the emphasis has shifted. This shift is a significant consideration in how San Bernardino County plans its transportation system going forward.

As highlighted in the CTP, the following key transportation-related issues will need to be addressed as we move forward. These are not the only ones, but represent key areas where SANBAG should consider taking action or advocating positions.

1. **Transportation funding** – It is well known that State and federal funding levels are not keeping up with operations and maintenance needs and requirements for new or expanded infrastructure. The purchasing power of the state gas tax has declined over time. In the meantime, the population of the Inland Empire increased 63 percent in the 20 years from 1990 to 2010, a growth rate of 2.5 percent per year. Local funds now represent over 50 percent of transportation infrastructure revenue in San Bernardino County.
2. **Congestion relief and economic competitiveness** – Although the statewide emphasis has shifted to sustainability, the need for congestion relief cannot be ignored. We live in a globally competitive environment, in which the speed and cost of doing business still matters a great deal. It is essential that San Bernardino County maintain the transportation advantages that we currently enjoy with our robust freeway and interchange network to support the logistics industry. Some 20 percent

- of our jobs are now related to logistics, and logistics hubs will continue to play a major role in bringing business and employment to our area.
3. **System preservation and operations** – The tens of billions of dollars in street and highway infrastructure investment must be preserved. Although Caltrans and local jurisdictions are the owners and operators of our freeways and arterial streets, SANBAG can be a partner with them to ensure that these roadways and structures are maintained and that the operations are optimized. Likewise, the need for operating funds for transit is a major emerging issue and will limit transit network expansion if it is not addressed.
  4. **Land use** – SANBAG and local jurisdictions are aggressively promoting transit oriented development (TOD) as part of a strategy for economic growth and for achieving the regional SB 375 targets. An example is the study for the Advanced Regional Rail Integrated Vision East (ARRIVE) Corridor along the San Bernardino Metrolink line, which is exploring achievable strategies for TOD for each of the six stations along this line in San Bernardino County. The challenge with TOD in San Bernardino County has to do with market readiness. Jurisdictions cannot impose development types and densities that the market cannot yet afford. The strategy must be one of preparing for TOD, while also being patient and demonstrating commitment to rail/transit infrastructure that will attract TOD developers. Most jurisdictions with rail station assets are ready to support TOD, and some have had recent success, but they may need assistance with infrastructure investment, which was dealt a serious blow with the State's dissolution of redevelopment agencies.
  5. **Transit system interconnectivity** – The transit network is growing, both regionally and in the Inland Empire and in terms of both rail and bus. Improved coordination is needed across transit (rail, fixed route bus, and demand responsive) and ridesharing modes (carpool and vanpool) to provide a high level of customer service at an affordable cost. The telecommunications industry reminds us that successful communications is all about the network. The same is true in building the transit and ridesharing system, and we need to think in terms of interconnectivity, not independent systems.
  6. **Attainment of air quality standards** – Ozone attainment in the South Coast Air Basin is at a critical juncture. As the Basin gets closer to background ozone concentrations (estimated by SCAQMD at 48 parts per billion), the path to attainment will require adoption of technologies and fleet turnover rates that are acknowledged by many as not feasible within the timelines prescribed by EPA. We need to push forward on air quality improvements, but at a rate that our local economy and industry can absorb, based on technologies that can be cost-effectively incorporated into the marketplace. A balanced approach is needed.
  7. **Sustainability and GHG reduction** – SANBAG and our local agency partners have been leaders in regional planning for GHG reduction. The lofty goals of AB 32 and GHG-related Executive Orders now need to be translated into an approach that can achieve those goals without damaging the economy or our region's competitiveness. Recent analysis in the California Transportation Plan has indicated that land use change and expansion of transit services will produce a relatively small portion of the GHG reductions needed. The analysis indicated that radical transformation in vehicle and fuels technology will need to be the primary mechanism to produce the 80 percent reduction in GHGs from the transportation fleet targeted for 2050 and

40 percent by 2030. As with attainment for criteria pollutants, GHG reductions need to be approached in a balanced way.

The CTP is San Bernardino County's long-term plan for transportation. It is focused on several over-arching goals that build on the SANBAG Mission Statement. The goals of the CTP are to:

- Improve safety and mobility for all modes of travel in San Bernardino County by residents, businesses, employees, students and visitors.
- Integrate countywide transportation plans and initiatives, to better serve the needs of the county, and to coordinate transportation systems with other counties through the Regional Transportation Plan/Sustainable Communities Strategy.
- Plan and deliver transportation projects and services in a manner that promotes the County's economic competitiveness, affordable housing, environmental quality, overall sustainability, and access by the full spectrum of system users.
- Promote stewardship of the public resources entrusted to SANBAG and other transportation agencies in the County through analysis and application of the most cost-effective approaches to delivering transportation projects and programs.
- Promote the funding of transportation needs through collaboration with local, state, federal, and private stakeholders.
- Support state, regional, and local environmental and sustainability goals.

The CTP goals are supported by an underlying set of objectives which represent the measureable means to achieve the goals. Objectives include:

- Reduce travel times for both highway and transit travel
- Maximize the efficiency and reliability of the transportation system
- Reduce vehicle hours traveled
- Reduce vehicle emissions, both criteria pollutants and GHG emissions
- Increase the share of people carpooling, bicycling, walking and taking transit
- Reduce accidents
- Preserve existing infrastructure in a cost-effective manner
- Encourage development around existing and planned transit stations and hubs

San Bernardino County is home to a world class network of freeways, arterials, freight rail lines, airports, and transit routes. This network, together with our proximity to the Ports of Los Angeles and Long Beach, is one of the primary reasons that the County has become a strategic location for logistics. However, this network must be maintained and built upon to satisfy the needs of both existing operations and future growth.

Significant growth is anticipated in San Bernardino County through 2040. Annualized growth rates from 2012 to 2040 are 1.0 percent for population and 1.6 percent for employment, or total growth rates of 32 percent and 56 percent, respectively, over the full 28-year period.

The CTP tested two scenarios based on different levels of transportation service and forecast funding. The Baseline Scenario includes projects that can be funded with traditionally available local, Measure I, State, and federal revenue sources through 2040. The Aggressive Scenario is a needs-based scenario assuming additional sources of revenue. However, the Aggressive

Scenario is also consistent with the RTP/SCS “financially constrained” plan. This includes SCAG’s “innovative revenue sources” contained in the 2012-2035 RTP/SCS, a substantial increase over traditionally available funding streams. This CTP does not recommend one scenario over the other, but delineates both to illustrate the transportation projects that could be implemented and maintained in each case.

The Aggressive Scenario includes all projects in the Baseline Scenario plus the additional projects listed. The funding assumptions include some of the major “innovative sources” included in the SCAG RTP/SCS. The Aggressive Scenario excludes certain projects that are included in the SCAG RTP/SCS that are regional in nature, such as the SCAG dedicated truck lanes on State Route 60 (SR-60). The CTP presents a summary of the projects included in the Baseline and Aggressive Scenarios. The Baseline Scenario includes projects contained in the 10-Year Delivery Plan plus those additional projects viewed to be affordable in the forecast of traditionally available funding levels.

In order to obtain the maximum level of feedback and input on the draft CTP, the document has been widely distributed for review and comment. The objective is to ensure that the document is reviewed by as many stakeholders as possible to ensure that all issues are identified and addressed appropriately. The initial step in rolling out the draft CTP was to present to the Transportation Technical Advisory Committee on June 29, 2015. Subsequently, links to the document were forwarded to the following groups to ensure maximum exposure to stakeholders throughout the county:

- SANBAG Planning and Development Technical Forum
- SANBAG City/County Managers Technical Advisory Committee
- SANBAG Board of Directors and Board of Directors Interested Parties
- San Bernardino County Active Transportation Network
- The Riverside San Bernardino Institute of Transportation Engineers
- Inland Empire Women’s Transportation Seminar
- Public and Specialized Transportation Advisory and Coordination Council
- Caltrans
- Building Industry Association
- Southern California Association of Governments Technical Working Group, representing a cross-section of stakeholders from throughout the SCAG region
- South Coast Air Quality Management District
- California Air Resources Board

The draft document was posted on the SANBAG website with a request to review and submit comments. Announcements of the availability of the draft document for public review and comment were also disseminated via SANBAG social media outlets. In addition, workshops held by SCAG in May and June 2015 were an added opportunity for the public to provide input to the RTP/SCS, including input on the projects and growth forecasts being considered for San Bernardino County. Fourteen sets of comments (letters or emails) were received in response to the draft document. The following themes were the focus of the comments received during the public comment period:

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- Sustainability
- Improvement of transit service (bus and rail) throughout the county
- Multi-modal connectivity to enhance mobility throughout the county
- Implementation of bicycle and pedestrian infrastructure throughout the county
- Funding necessary to implement active transportation infrastructure
- Maintenance of transportation infrastructure
- Safety of transportation infrastructure

The CTP has been updated as appropriate based on the comments received. A comment matrix documenting the comments received as well as the SANBAG staff response has been developed and uploaded to the external SANBAG CTP project webpage at the address noted previously. The CTP is a living document that will be updated in concert with future RTP/SCS updates. Future versions of the CTP will monitor the performance of the various strategies and refine the financial outlook, project lists and future actions necessary to ensure safe and efficient movement of people and goods throughout San Bernardino County.

***Financial Impact:***

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

***Reviewed By:***

This item was reviewed by the Transportation Technical Advisory Committee on October 5, 2015. This item is not scheduled for review by any other policy committee or technical advisory committee.

***Responsible Staff:***

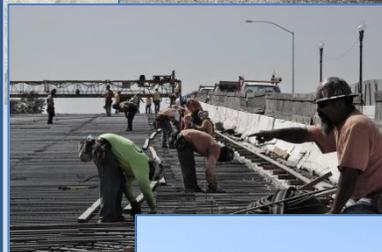
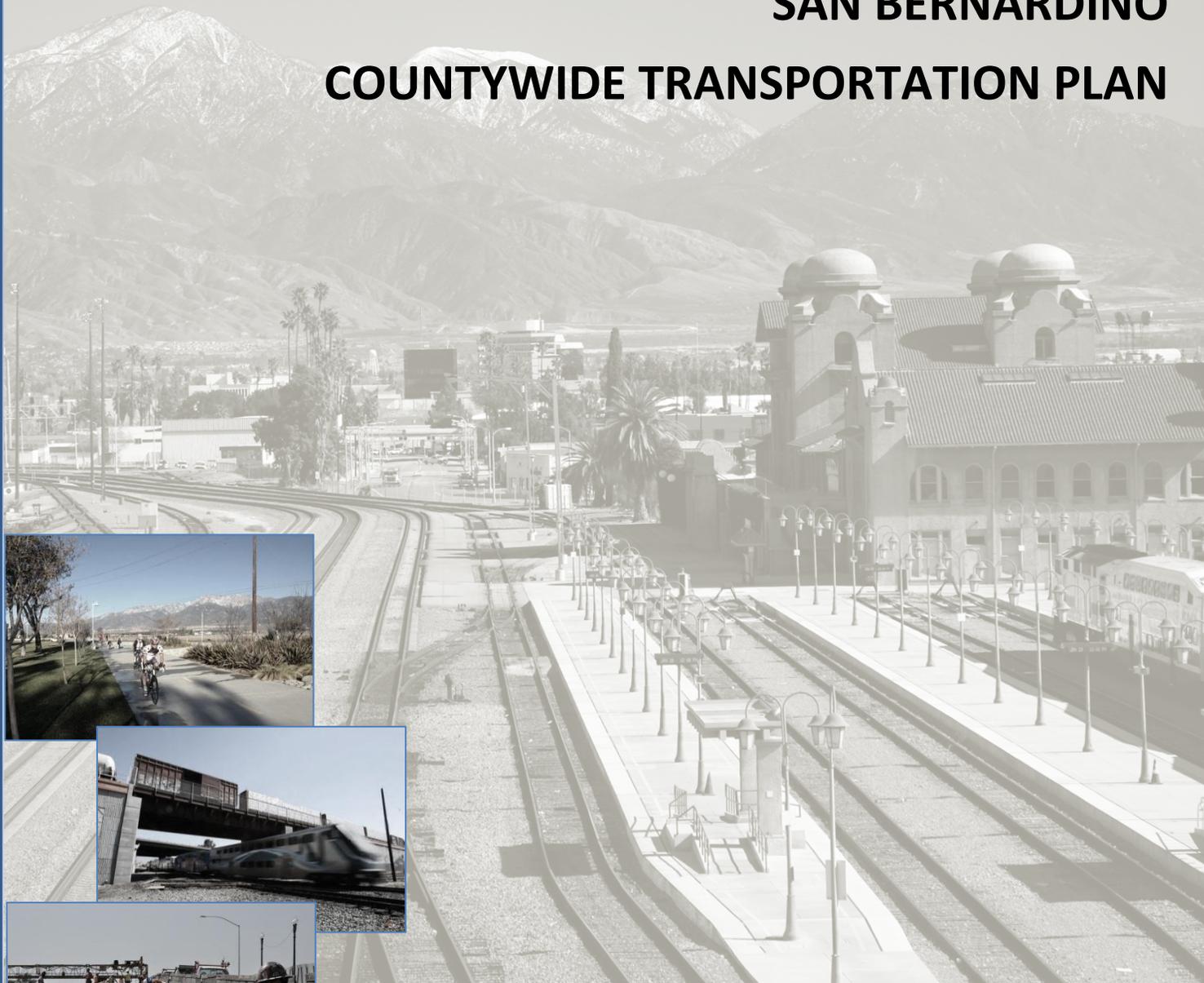
Timothy Byrne, Chief of Planning

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Approved  
General Policy Committee  
Date: October 14, 2015

Witnessed By:

# FINAL SAN BERNARDINO COUNTYWIDE TRANSPORTATION PLAN



Attachment: Attachment 1 - Final CTP Executive Summary (2210 : Final CTP Submittal to SCAG)

Prepared by:



San Bernardino Associated Governments  
1170 West Third Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715

September 2015

Packet Pg. 58

## SANBAG Mission Statement

To enhance the quality of life for all residents, SANBAG will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen 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.

## SANBAG Member Jurisdictions

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

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Eileen Teichert, *SANBAG Counsel*

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## ES Executive Summary

The transportation landscape is changing. As we look back over the trends and accomplishments of the last 25 years, we see a gradual shift at the state level from a principal focus on mobility and congestion relief to a principal focus on sustainability. We see this even in the titles of key propositions and legislation. Sustainability has certainly not been ignored in prior decades, and need for congestion relief remains in the decades to come, but clearly the emphasis has shifted. This shift is a significant consideration in how San Bernardino County plans its transportation system going forward.

The purpose of this Countywide Transportation Plan (CTP) is to lay out a strategy for long term investment in and management of San Bernardino County's transportation assets. Before describing the strategy, however, it is important to understand some of the history behind these changes in emphasis to properly set the stage for a number of challenging issues that need to be addressed in the CTP.

### *Transportation Funding in the Last 30 Years - A Brief History*

The emphasis on mobility and congestion relief in California can be seen in legislation dating back to the mid-1980s, when the state legislature began authorizing sales taxes for transportation projects in individual counties. Under this legislation, counties and cities could cooperatively establish new "transportation authorities" to administer the tax proceeds in keeping with voter-approved expenditure programs. In 1984, voters in Santa Clara County approved the first such sales tax in California. The legislature soon gave all counties the power to adopt these taxes, prompting 17 counties, including San Bernardino County, to adopt these voter-approved taxes by 1990.

The voter-approved San Bernardino County half-cent sales tax began generating funds in April, 1990. Some of the cornerstone projects in the first Measure I Expenditure Plan included construction of the SR-71 and SR-210 freeways and initiation of service for the regional Metrolink commuter rail system in 1991. The SR-60 and I-10 freeways underwent major upgrades to 4 mixed flow lanes plus 1 High-Occupancy Vehicle (HOV) lane in the West Valley, and a truck climbing lane was added on eastbound I-10 through Redlands.

At the regional level, the sales tax measures have enabled Southern California to go from virtually no passenger rail service in 1990 to over 500 miles of commuter rail and over 100 miles of heavy rail and light rail today. This has been an important element in transforming downtown Los Angeles into a much more vibrant center of activity than it was 20 years ago, with greatly increased transit connectivity region wide. **Figure ES-1** shows the current extent of the regional rail network. San Bernardino County is a vital part of this growing network.

Mobility needs were further highlighted in Proposition 111, titled The Traffic Congestion Relief and Spending Limitation Act Of 1990, passed by the voters of California in June 1990. The official proposition summary stated, in part:

*"This measure would enact a statewide traffic congestion relief program and update the spending limit on state and local government to better reflect the needs of a growing California population. It would provide new revenues to be used to reduce traffic congestion by building state highways, local streets and roads, and public mass transit facilities. This measure would enact a 55% increase in truck weight fees and a five-cent-per-gallon increase in the fuel tax on August 1, 1990, and an additional one cent on January 1 of each of the next four years."*



Montclair, and improvements to Metrolink service. It also set in motion the approval of a development mitigation program that all the cities in the Valley and Victor Valley implemented through development impact fees (DIFs) for partial funding of interchanges, arterials, and rail/highway grade separations.

Assembly Bill 32 (AB 32), passed in 2006, introduced a new focus on growing California in a sustainable way. As indicated on the California Air Resources Board website, *“The passage of AB 32, the California Global Warming Solutions Act of 2006, marked a watershed moment in California’s history. By requiring in law a sharp reduction of greenhouse gas (GHG) emissions, California set the stage for its transition to a sustainable, low-carbon future. AB 32 was the first program in the country to take a comprehensive, long-term approach to addressing climate change, and does so in a way that aims to improve the environment and natural resources while maintaining a robust economy. AB 32 requires California to reduce its GHG emissions to 1990 levels by 2020 — a reduction of approximately 15 percent below emissions expected under a ‘business as usual’ scenario.”* Subsequent Executive Orders by Governors Schwarzenegger and Brown have stated the need for dramatic reductions of 80% in GHG emissions from the transportation sector by 2050 and 40% by 2030.

Senate Bill 375 further increased the focus on sustainability for regions as they grow, requiring that each region, including SCAG, prepare a Sustainable Communities Strategy. As part of the six-county SCAG region, SANBAG and its local jurisdictions were partners with SCAG in crafting the first SCS, incorporated into the 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy or RTP/SCS.

SANBAG is also a partner with two Air Quality Management Districts (South Coast and Mojave Desert) to attain air quality standards set by the Environmental Protection Agency. Both air basins are designated as non-attainment and the South Coast air basin is designated an “extreme” non-attainment area. Although tremendous progress has been made in cleaning the air over the last several decades, the South Coast air basin is still well short of what is needed to attain federal ozone standards by 2023 and a subsequent stricter attainment goal by 2032. This is of concern to San Bernardino County, because the path to attainment falls heavily on the transportation sector.

The County of San Bernardino and SANBAG adopted the Countywide Vision in 2011, setting in motion initiatives spanning across 10 Vision elements as described later in the CTP: Education, Environment, Housing, Image, Infrastructure, Jobs/Economy, Public Safety, Quality of Life, Water, and Wellness. This has established San Bernardino County as a sustainability leader in the region and helps guide county and city agencies in establishing and attaining sustainability goals.

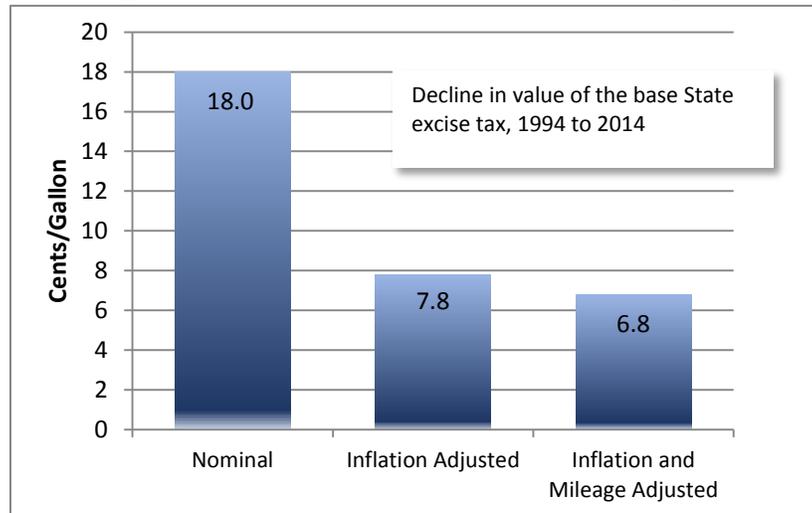
### *Framing the Issues*

With the above as context, what types of issues will SANBAG and our partner agencies face over the horizon of this Countywide Transportation Plan, through 2040? This section highlights several of the core transportation-related issues that will need to be addressed as we move forward. These are not the only ones, but represent key areas where SANBAG should consider taking action or advocating positions.

1. **Transportation funding** – It is well known that State and federal funding levels are not keeping up with operations and maintenance needs and requirements for new or expanded infrastructure. **Figure ES-2** presents the decline in purchasing power of the state gas tax in cents per gallon. In the meantime, the population of the Inland Empire increased 63% in the 20 years from 1990 to 2010, a growth rate of 2.5% per year. Local funds now represent over 50% of transportation infrastructure revenue in San Bernardino County.

2. **Congestion relief and economic competitiveness** – Although the statewide emphasis has shifted to sustainability, the need for congestion relief cannot be ignored. We live in a globally competitive environment, in which the speed and cost of doing business still matters a great deal. It is essential that San Bernardino County maintain the transportation advantages that we currently enjoy with our robust freeway and interchange network to support the logistics industry. Some 20% of our jobs are now related to logistics, and logistics hubs will continue to play a major role in bringing business and employment to our area.

Figure ES-2: Decline in State Gas Tax Purchasing Power



Source: Caltrans

3. **System preservation and operations** – The tens of billions of dollars in street and highway infrastructure investment must be preserved. Although Caltrans and local jurisdictions are the owners and operators of our freeways and arterial streets, SANBAG can be a partner with them to ensure that these roadways and freeways are maintained and that the operations are optimized. The arterial system is dependent upon the freeway system and vice versa, therefore, routine maintenance of the entire transportation system can avoid the much larger expenditures that will be incurred from neglect. Likewise, the need for operating funds for transit is a major emerging issue and will limit transit network expansion if it is not addressed. Real-time information and technology both play a key role in maximizing system operations and efficiency.



4. **Land use** – SANBAG and local jurisdictions are aggressively promoting transit oriented development (TOD) as part of a strategy for economic growth and for achieving the regional SB 375 targets. An example is the study for the ARRIVE Corridor along the San Bernardino Metrolink line, which is exploring achievable strategies for TOD for each of the six stations along this line in San Bernardino County. The challenge with TOD in San Bernardino County has to do with market readiness. Jurisdictions cannot impose development types and densities that the market cannot yet afford. The strategy must be one of preparing for TOD, while also being patient and demonstrating commitment to rail/transit infrastructure that will attract TOD developers. Most jurisdictions with rail station assets are ready to support TOD, and some have had recent success, but they may need assistance with infrastructure investment, which was dealt a serious blow with the State’s dissolution of redevelopment agencies.



5. **Transit system interconnectivity** – The transit network is growing, both regionally and in the Inland Empire and in terms of both rail and bus. Improved coordination is needed across transit

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(rail, fixed route bus, and demand responsive) and ridesharing modes (carpool and vanpool) to provide a high level of customer service at an affordable cost. The telecommunications industry reminds us that successful communications is all about the network. The same is true in building the transit and ridesharing system, and we need to think in terms of interconnectivity, not independent systems.

6. **Attainment of air quality standards** – Ozone attainment in the South Coast Air Basin is at a critical juncture. As the Basin gets closer to background ozone concentrations (estimated by SCAQMD at 48 ppb), the path to attainment will require adoption of technologies and fleet turnover rates that are acknowledged by many as not feasible within the timelines prescribed by EPA. We need to push forward on air quality improvements, but at a rate that our local economy and industry can absorb, based on technologies that can be cost-effectively incorporated into the marketplace. A balanced approach is needed.
7. **Sustainability and GHG reduction** – SANBAG and our local agency partners have been leaders in regional planning for GHG reduction. The lofty goals of AB 32 and GHG-related Executive Orders now need to be translated into an approach that can achieve those goals without damaging the economy or our region's competitiveness. Recent analysis in the California Transportation Plan has indicated that land use change and expansion of transit services will produce a relatively small portion of the GHG reductions needed. The analysis indicated that radical transformation in vehicle and fuels technology will need to be the primary mechanism to produce the 80% reduction in GHGs from the transportation fleet targeted for 2050 and 40% by 2030. As with attainment for criteria pollutants, GHG reductions need to be approached in a balanced way.

#### CTP Key Issues

- Transportation funding
- Congestion relief and economic competitiveness
- System preservation and operations
- Land use
- Transit system interconnectivity
- Attainment of air quality standards
- Sustainability and GHG reduction

### CTP Goals and Objectives

The CTP is San Bernardino County's long-term plan for transportation. It is focused on several overarching goals that build on the SANBAG Mission Statement. The goals of the CTP are to:

- Improve safety and mobility for all modes of travel in San Bernardino County by residents, businesses, employees, students and visitors.
- Integrate countywide transportation plans and initiatives, to better serve the needs of the county, and to coordinate transportation systems with other counties through the Regional Transportation Plan/Sustainable Communities Strategy.
- Plan and deliver transportation projects and services in a manner that promotes the County's economic competitiveness, affordable housing, environmental quality, overall sustainability, and access by the full spectrum of system users.
- Promote stewardship of the public resources entrusted to SANBAG and other transportation agencies in the County through analysis and application of the most cost-effective approaches to delivering transportation projects and programs.
- Promote the funding of transportation needs through collaboration with local, state, federal, and private stakeholders.
- Support state, regional, and local environmental and sustainability goals.

The CTP goals are supported by an underlying set of objectives which represent the measurable means to achieve the goals. Objectives include:

- Reduce travel times for both highway and transit travel
- Maximize the efficiency and reliability of the transportation system
- Reduce vehicle hours traveled
- Reduce vehicle emissions, both criteria pollutants and GHG emissions
- Increase the share of people carpooling, bicycling, walking and taking transit
- Reduce collision rates
- Preserve existing infrastructure in a cost-effective manner
- Encourage development around existing and planned transit stations and hubs

### *The CTP and Its Relationship to Other Plans*

The CTP needs to be understood in the context of several other plans and programs managed by SANBAG.

- The Measure I 2010-2040 Ordinance and Expenditure Plan extended the half-cent sales tax for transportation for an additional 30 years to 2040. The Expenditure Plan identifies how the Measure I revenue is to be allocated by subarea and program. The Expenditure Plan is provided in Appendix A of the Measure I Strategic Plan at [http://www.sanbag.ca.gov/planning2/plan\\_measure-i.html](http://www.sanbag.ca.gov/planning2/plan_measure-i.html).
- The Measure I 2010-2040 Strategic Plan, approved by the SANBAG Board in April 2009, specifies the policies by which the funds are to be managed. It also provides an overall funding and management strategy for Measure I. The Plan can be reviewed at the link above.
- The Measure I Strategic Plan required the development of a Ten-Year Delivery Plan. The purpose of the Delivery Plan is to define the scope, schedule and budget for projects to be developed and delivered in the early years of Measure I 2010-2040. The Delivery Plan was first approved by the Board in early 2012 and was updated in early 2014. The Delivery Plan can be found under Publications at the SANBAG home page at <http://www.sanbag.ca.gov/>. **Table ES-1** presents the projects included in the Delivery Plan.
- The Development Mitigation Nexus Study, approved by the SANBAG Board in 2005, identifies funding forecast to be generated from new development over the course of Measure I 2010-2040. These funds, generated primarily from transportation fees on new development, are used as part of the funding package for three types of projects in the Valley and Victor Valley: freeway interchanges, arterials, and rail/highway grade separations. The Nexus Study identifies the shares of funding for which local jurisdictions are responsible. The Nexus Study (Appendix K of the CMP) can be accessed at <http://www.sanbag.ca.gov/planning2/congestion-mgmt.html>.
- The Federal Transportation Improvement Program (FTIP) is a short-term listing of all transportation projects proposed over a six-year period for the SCAG region. SANBAG submits the San Bernardino County portion of the FTIP to SCAG, with major updates scheduled every even year. See the link to the FTIP at <http://ftip.scag.ca.gov/Pages/2015/adopted.aspx>.
- The Regional Transportation Plan/Sustainable Communities Strategy is prepared by SCAG every four years, with substantial input from County Transportation Commissions and local governments. The San Bernardino CTP is one of the primary sources of input to the RTP/SCS. The current RTP/SCS was prepared for the 2012-2035 timeframe. An update for 2016 through

2040 is scheduled for adoption by SCAG in April 2016. See <http://rtpscs.scag.ca.gov/Pages/default.aspx>.

**Table ES-1: Ten-Year Delivery Plan Projects**

<b>Measure I Programs</b>	
<b>Cajon Pass Subarea Program</b>	
I-15/I-215 (Devore) Interchange	
<b>San Bernardino Valley Freeway Program</b>	
I-10 Widening (HOV or Express Lanes) from LA County Line to Ford Street	
I-15 Express Lanes from Riverside County Line to I-215	
I-215 Widening from Riverside County Line to I-10	
I-10 Truck Climbing Lane from Live Oak to Riverside County Line	
SR-210 Widening from Highland Avenue to I-10	
<b>San Bernardino Valley Freeway Interchange Program</b>	
I-10/Cherry Avenue	I-10/Alabama Street
I-10/Citrus Avenue	I-15/Baseline Road
I-10/Tippecanoe Avenue Phase 1 & 2	I-10/Mount Vernon Avenue
I-10/Cedar Avenue	SR-60/Archibald Avenue
SR-210/Baseline Road	I-10/Monte Vista Avenue
SR-60/Central Avenue	I-10/Pepper Avenue Phase 2
I-10/University Avenue	I-10/Riverside Avenue Phase 2
I-215/University Parkway	
<b>San Bernardino Valley Major Street Program</b>	
North Vineyard Avenue Grade Separation (Union Pacific)	
South Milliken Avenue Grade Separation (Union Pacific)	
Glen Helen Parkway Grade Separation (Burlington Northern-Santa Fe)	
Palm Avenue Grade Separation (Burlington Northern-Santa Fe)	
Laurel Avenue Grade Separation (Burlington Northern-Santa Fe)	
<b>San Bernardino Valley Metrolink/Passenger Rail Program</b>	
Downtown San Bernardino Rail	
Redlands Passenger Rail	
San Bernardino Line Double Track (Preliminary Engineering)	
Gold Line to Montclair (Environmental Documentation/Preliminary Engineering)	
<b>Valley Express Bus &amp; Bus Rapid Transit Program</b>	
E Street Bus Rapid Transit	
<b>Victor Valley Major Local Highway Program</b>	
Yucca Loma Corridor – Yucca Loma Bridge and Yates Road	
I-15/Ranchero Road Interchange	
Yucca Loma Corridor – Green Tree Boulevard Extension	
US-395 Widening from SR-18 to Chamberlaine Way	
Ranchero Road Corridor	
<b>North Desert Major Local Highway Program</b>	
Lenwood Road Grade Separation	

Source: SANBAG Measure I 2010-2040 Ten-Year Delivery Plan, March 2014

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*Summary of the CTP Analysis of Future Transportation Needs and Funding*

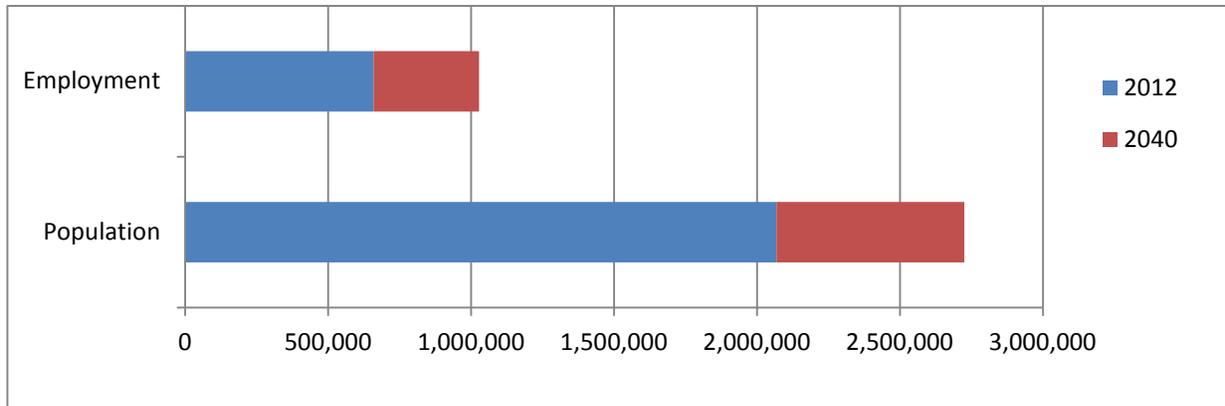
San Bernardino County is home to a world class network of freeways, arterials, freight rail lines, airports, and transit routes. This network, together with our proximity to the Ports of Los Angeles and Long Beach, is one of the primary reasons that the County has become a strategic location for logistics. However, this network must be maintained and built upon to satisfy the needs of both existing operations and future growth.

As indicated in **Figure ES-3** significant growth is anticipated in San Bernardino County through 2040. Annualized growth rates from 2012 to 2040 are 1.0 percent for population and 1.6 percent for employment, or total growth rates of 32 percent and 56 percent, respectively, over the full 28-year period.

Approximately \$5.4 billion (in 2015 dollars) is forecast to be collected through the life of Measure I 2010-2040

The CTP tested two scenarios based on different levels of transportation service and forecast funding. The Baseline Scenario includes projects that can be funded with traditionally available local, Measure I, State, and federal revenue sources through 2040. The Aggressive Scenario is a needs-based scenario assuming additional sources of revenue. However, the Aggressive Scenario is also consistent with the RTP/SCS “financially constrained” plan. This includes SCAG’s “innovative revenue sources” contained in the 2012-2035 RTP/SCS, a substantial increase over traditionally available funding streams. This CTP does not recommend one scenario over the other, but delineates both to illustrate the transportation projects that could be implemented and maintained in each case.

**Figure ES-3: San Bernardino County Forecast Population and Employment Growth**



The Aggressive Scenario includes all projects in the Baseline Scenario plus the additional projects listed. The funding assumptions include some of the major “innovative sources” included in the SCAG RTP/SCS. The Aggressive Scenario excludes certain projects that are included in the SCAG RTP/SCS that are regional in nature, such as the SCAG dedicated truck lanes on SR-60. **Table ES-2** presents a summary of the projects included in the Baseline and Aggressive Scenarios. The Baseline Scenario includes projects contained in the 10-Year Delivery Plan plus those additional projects viewed to be affordable in the forecast of traditionally available funding levels. The funding assumptions are listed on the right side of the table.

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Table ES-2: CTP Scenarios

		Projects	Funding
CTP Scenarios	Baseline	<p><b>10-Year Delivery Plan Plus Constrained Projects through 2040:</b></p> <ul style="list-style-type: none"> <li>• Freeway/Interchange Program (10-YDP Projects only)</li> <li>• I-15 Express Lanes to US-395</li> <li>• I-215 North HOV lane (SR-210 to I-15)</li> <li>• Valley Interchange Phasing Program (constrained to revenue) or Priority 11-18 interchanges (note that priorities are being re-evaluated in 2015)</li> <li>• Arterial Program (constrained to revenue)</li> <li>• No additional grade separations</li> <li>• Redlands Passenger Rail Project</li> <li>• Gold Line to Montclair</li> <li>• Metrolink double track (CP Lilac to CP Rancho)</li> <li>• Metrolink expansion (50 daily trains)</li> <li>• Active Transportation Projects supportable by grants and Transportation Development Act funds</li> <li>• West Valley Connector Express Bus</li> <li>• Foothill/5<sup>th</sup> Express Bus</li> </ul>	<p><b>Core Revenues, Financially Constrained Traditional sources:</b></p> <ul style="list-style-type: none"> <li>• Measure I Forecast revenue in 10-YDP</li> <li>• State revenues constrained to gas tax collections</li> <li>• Federal revenues constrained to gas tax collections</li> <li>• Tolls for express lane scenario</li> <li>• Transit revenue adequate to cover current operations held at 3%</li> <li>• Mitigation fees</li> </ul>
	Aggressive	<p><b>Baseline Projects Plus the Following:</b></p> <ul style="list-style-type: none"> <li>• Freeway Improvements                             <ul style="list-style-type: none"> <li>○ Full Buildout of I-215 from I-10 to SR-60 (including I-215/Washington-Mt Vernon interchange)</li> <li>○ I-215 mixed flow lane from SR-210 to I-15</li> <li>○ Completion of I-10 to Riverside Co. Line with HOV or Express Lanes</li> <li>○ SR-210 HOV lane from I-215 to I-10</li> <li>○ I-15 Express Lanes from US-395 to High Desert Corridor</li> <li>○ I-10/I-15 Express Lane Connectors</li> </ul> </li> <li>• Interchange Program Buildout</li> <li>• Arterial Program Buildout</li> <li>• All Nexus Study Grade Separations</li> <li>• Additional Alameda Corridor East Grade Separations</li> <li>• Additional rail projects (i.e. Redlands Rail Phase 2)</li> <li>• Additional Metrolink double track segments</li> <li>• BRT (West Valley Connector, Foothill-5th)</li> <li>• Express Bus (Remaining key transit corridors)</li> <li>• Non-Motorized Transportation Plan buildout (Secondary Active Transportation Projects)</li> <li>• Goods movement projects (truck climbing lanes, Intermodal access improvements)</li> <li>• East-West Freight Corridor (regional project)</li> <li>• High Desert Corridor (public and/or private funding)</li> <li>• Passenger Rail to Ontario Airport</li> </ul>	<p><b>Match Funding to Infrastructure Need Potential options:</b></p> <ul style="list-style-type: none"> <li>• Tolls for express lane scenario</li> <li>• Supplemental Measure I</li> <li>• State and Federal gas taxes indexed to be on par with current authorizations with inflation</li> <li>• Regional/State/Federal VMT fee (or equivalent)</li> <li>• Aggressive assumptions for State Bonds/Federal Stimulus</li> <li>• Prop 1B-type infusion every 10 years</li> <li>• Federal freight dollars</li> </ul>

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The performance of the transportation system is presented in **Table ES-3**. This analysis was generated using the San Bernardino Transportation Analysis Model (SBTAM), which is a focused sub-model derived from the SCAG regional model. SBTAM includes the same network as in the 6-county SCAG region, but with additional detail in San Bernardino County. The results show a substantial reduction in vehicle hours of travel and savings in delay within San Bernardino County for the Baseline Scenario. A savings of 100,000 vehicle hours per weekday would equate to over \$400 million in delay savings per year, based on the value of time alone (typically in the range of \$15 per hour).

**Table ES-3: Forecast 2040 San Bernardino County Daily Performance Statistics**

Measure of Effectiveness	2012	2040 No Build	2040 Baseline	Percent Change from 2040 No Build	2040 Aggressive	Percent Change from 2040 No Build
Vehicle Miles Traveled	56,462,829	81,122,010	82,662,578	1.9%	82,945,126	2.2%
Vehicle Hours Traveled	1,203,423	2,029,243	1,907,230	-6.0%	1,886,904	-7.0%
Vehicle Hours of Delay	140,982	476,229	349,896	-26.5%	274,436	-42.4%
Average Speed (mph)	46.9	40.0	43.3	8.4%	44.0	9.9%

Source: SBTAM

*Summary of the CTP Transportation Strategy*

There are two parts to SANBAG’s transportation strategy: a set of overarching principles, coupled with individual strategies by geographic area, mode, and function.

*Overarching Principles*

- **Customer focus** – SANBAG and other public agencies exist to serve their traveling “customers.” Customers extend across all auto, transit, truck, and non-motorized modes.
- **Partnership-building** – SANBAG is part of a multi-agency team to deliver mobility and safety improvements to our customers. Other important parts of the team include Caltrans, transit agencies, local jurisdictions, SCAG, air quality management districts, and the private sector. Good communication and collaboration is essential for each agency to accomplish its part of the overall mission.
- **Stewardship** – The public has entrusted resources to SANBAG and other transportation-related agencies. We must be good stewards of both the limited financial resources available and the environmental resources we need to preserve as the system is built.
- **Cost-effectiveness** – Investments should be made in a way that maximizes the benefits derived from the available resources, with due attention given to geographic equity.
- **Economic competitiveness** – The transportation system exists to enable the businesses and residents of San Bernardino County to thrive. Our continued investment in transportation efficiency will enhance San Bernardino County as a business location.
- **Delivering on commitments** – Commitments are made at multiple levels, but major ones include: delivering the range of projects reflected in the Measure I Expenditure Plan; equitably distributing State, federal, and Measure I funding to the county’s transit agencies and local jurisdictions; supporting implementation of the San Bernardino Countywide Vision; fulfilling commitments in the Sustainability MOU with SCAG; and supporting other statewide sustainability goals while fostering economic growth.
- **System preservation** – SANBAG and its agency partners need to work together to estimate maintenance needs and seek the funding needed to preserve/operate capital investment in highways and transit systems.

Attachment: Attachment 1 - Final CTP Executive Summary (2210 : Final CTP Submittal to SCAG)

Individual Strategies

Individual strategies can be grouped into three primary categories:

- Geographic
- Modal
- Functional

Table ES-4 presents proposed SANBAG strategies for the modal, functional and geographic categories incorporated into the Strategic Plan. Modal categories have been nested into the primary geographic subareas of the Measure I Strategic Plan. The primary challenge or challenges associated with each component are identified, along with corresponding strategies that address the challenges.

**Table ES-4: Summary of Long-Term Transportation and Sustainability Strategies**

Category	Challenge	Strategy
<b>Valley Categories by Mode</b>		
<b>Freeway system</b>	Forecasts show that the system will be highly congested by 2040. Funding for capacity and operational enhancements to the system is expected to be constrained.	Position the freeway system to adapt to future demands by using a managed lane approach and improved traffic management and information systems across all freeways.
<b>Freeway interchanges</b>	Projected Measure I, state, and federal funds will be insufficient to meet all the interchange improvement needs.	Spread Measure I funds across interchange hot-spots using both a phased approach and right-sizing of full interchange improvements. Look to a future Measure I, state, and federal funds to complete the freeway interchange program.
<b>Rail/highway grade separations</b>	Projected Measure I, state, and federal funds will be insufficient to build all the grade separations identified.	Prioritize additional grade separations and proceed with project development on at least two projects, to take advantage of potential future freight funding opportunities.
<b>Arterials</b>	Arterial project construction has lagged original expectations.	Encourage jurisdictions to accelerate arterial improvement projects and continue policy flexibility for funding development shares. SANBAG will identify arterial improvements that are particularly important to route continuity.
<b>Passenger Rail</b>	Stations along the Metrolink San Bernardino Line and the Redlands Rail corridor are our most significant opportunities for transit oriented development and transit-related economic growth. Funds for rail services are limited, and Metrolink costs are increasing faster than available funding.	To encourage investment, jurisdictions along these corridors need assurances from SANBAG/Metrolink that service can be maintained and, ideally, expanded. Develop a sustainable funding plan, and integrate operations for these corridors wherever possible. Position Metrolink capacity-enhancement projects for future implementation funding.
<b>Gold Line</b>	Timing of extension of Gold Line to Montclair and beyond is uncertain, and issue of overlapping Metrolink/Gold Line/ONT corridors needs to be resolved.	Develop an integrated operational/funding solution for Gold Line and Metrolink in coordination with LA Metro, Metrolink, and local jurisdictions.

Attachment: Attachment 1 - Final CTP Executive Summary (2210 : Final CTP Submittal to SCAG)

**Table ES-4: Summary of Long-Term Transportation and Sustainability Strategies, Continued**

Category	Challenge	Strategy
<b>Valley Categories by Mode, Continued</b>		
<b>Transit Connection to ONT</b>	The City of Ontario is negotiating for the transfer of control of Ontario International Airport to the City. The region would benefit from improved transit access for passengers and employees.	Take a phased approach to transit access to ONT, beginning with shuttle service from the Metrolink Rancho Cucamonga station, with a possible longer term solution emerging from corridor-level analysis.
<b>Bus Rapid Transit (BRT)</b>	The cost of building all the BRT corridors in the Long Range Transit Plan far exceeds available funding. The proper technology solution to carry across future express bus/BRT corridors also needs to be resolved.	Reevaluate the Express Bus/BRT strategic plan, to determine how premium transit should be staged and funded across the Valley. The plan should address corridor priorities, phasing, technology, and funding options, providing information for the Board to decide on the appropriate BRT/Arterial funding split by 2020.
<b>Fixed-route bus service</b>	Sustainable funding for operations is the biggest challenge.	Study the challenges of the trajectory of transit operations funding, and jointly develop solutions between SANBAG and Omnitrans.
<b>Airports</b>	Passenger service has declined significantly at ONT over the past decade, attributed in part to current management policies.	Support Ontario and the region in the effort to regain local control of ONT, and make ONT, SBIA, and SCLA more competitive as destinations for passengers and freight.
<b>Active Transportation</b>	Large funding needs for building out the cycling/walking network	Continue to submit competitive grant applications to support implementation of the Non-motorized Transportation Plan (NMTP). <ul style="list-style-type: none"> <li>• Maintain and update the NMTP</li> <li>• Identify and pursue grant funding opportunities to expand cycling and walking infrastructure</li> </ul>
<b>Demand-responsive bus service</b>	Demand-responsive service is the highest cost form of transit, but important in serving certain senior and disabled transit riders. Under the Americans with Disabilities Act, transit operators are required to provide paratransit service within ¼-mile of fixed routes for passengers with disabilities who cannot ride fixed-route service.	Continue assistance programs, such as helping demand-responsive riders use fixed-route systems and coordination with non-profit entities while also maintaining demand-responsive service.
<b>Transit integration and inter-connectivity</b>	Transit services could be better coordinated across systems in terms of ease of transfers, fare media, and first/last mile connections. This will be even more important as the system grows.	Take a more integrated, customer-focused approach to the provision of transit services. Facilitate seamless ticketing and better connection at existing transit centers and connection points.
<b>Mountain/Desert Strategies</b>		
<b>Victor Valley highway projects</b>	Growth forecasts show a near doubling in traffic volume by 2040.	Prioritize projects that will provide the most cost-effective congestion reduction benefit, designating projects for Major Local Highway funding through the subarea process. Continue to advocate the High Desert Corridor as a P3 project.

Attachment: Attachment 1 - Final CTP Executive Summary (2210 : Final CTP Submittal to SCAG)

Table ES-4: Summary of Long-Term Transportation and Sustainability Strategies, Continued

Category	Challenge	Strategy
<b>Mountain/Desert Strategies, Continued</b>		
<b>Mountain/Desert fixed route transit</b>	Funds are limited for route expansion and adjustment as the Victor Valley grows.	Study the challenges of the trajectory of transit operations funding, and jointly develop solutions between SANBAG and the Mountain/Desert transit agencies.
<b>Mountain/Desert demand-responsive bus service</b>	Demand-responsive service is the highest cost form of transit, but important in serving certain senior and disabled transit riders.	Continue assistance programs, such as helping demand-responsive riders use fixed-route systems and coordination with non-profit entities while also maintaining demand-responsive service.
<b>Mountain Subarea</b>	Though baseline population is small, major congestion occurs on weekends, particularly winter weekends, limiting economic growth.	Conduct a study of bottleneck locations and lower-cost improvements that could reduce weekend congestion levels and prioritize funding for those projects.
<b>Morongo Basin</b>	The Basin is steadily growing, and SR-62 is the only viable transportation route through Yucca Valley and Twentynine Palms.	Implement improvement projects identified through the Morongo Basin Area Transportation Study (MBATS).
<b>North Desert</b>	The North Desert has major highway needs, but limited funding.	Evaluate long-term priorities for project investments in the subarea.
<b>Colorado River</b>	Funds are extremely limited for improvements in this subarea.	Smaller-scale, affordable improvements should be investigated and prioritized by the subarea.
<b>Functional Categories</b>		
<b>Highway Maintenance and Operations</b>	Highways are facing serious future maintenance funding shortfalls. Local jurisdictions are responsible for arterial maintenance while Caltrans is responsible for freeway and state highway maintenance.	Conduct a strategic planning study with Caltrans and regional agencies to assess maintenance/operations funding needs and approaches to managing costs.
<b>Rural Highway Needs</b>	Rural areas require unique maintenance/safety/funding consideration.	Focus on cost effective maintenance and support for funding streams that the County and Caltrans can utilize to maintain these rural highways.
<b>Transit System Maintenance and Operations</b>	Existing transit systems are facing potentially serious future operations funding shortfalls.	Optimize transit operations and identify mechanisms to fund future system operations and expansion.
<b>Air Quality</b>	Although air quality has dramatically improved over the last several decades, attainment of the next set of ozone standards will be extraordinarily challenging and costly.	Work with regional and state agencies and the private sector to meet attainment standards on an achievable timeline that does not adversely impact the economy. Advocate for state/federal investment that facilitates this progress. Focus on market-based mobile source technology improvements and fleet turnover as a win-win approach.
<b>Sustainable Growth</b>	The state's GHG reduction goal of 80% by 2050 is an enormous challenge. If not done carefully, it may undermine the economy to the point where it will be impossible to afford the technology improvements needed to achieve this goal.	Assist state/regional agencies and the private sector in technology research and implementation strategies that are technologically feasible and cost-effective (per AB 32) for San Bernardino County. Implementation should follow the natural course of vehicle life cycles and fleet turnover, to the extent possible.

**Table ES-4: Summary of Long-Term Transportation and Sustainability Strategies, Continued**

Category	Challenge	Strategy
<b>Functional Categories, Continued</b>		
<b>Habitat Conservation</b>	Habitat conservation currently occurs on a project-by-project basis, generally without a comprehensive approach.	Continue with development of the Habitat Preservation/Conservation Framework as a win-win approach for selected geographic areas.
<b>Freight</b>	Forecasts show freight volume through the ports tripling by 2040, placing extreme demands on the transportation system.	Continue building out the freeway system, interchanges, and grade separations. Work closely with the private sector to understand changes in technology and freight operations and how the transportation system can best accommodate those changes. Construct all the freight projects in the California Freight Mobility Plan, to the extent funding allows.
<b>Health</b>	Public health is being integrated into policy frameworks throughout state, regional, and local governments. The challenge in the transportation arena is to determine how to incorporate health considerations into decision-making frameworks.	Continue to build on health partnerships already established. Continue focus on transit mobility and developing the active transportation network to promote cycling and walking.
<b>Transportation revenue</b>	The federal Highway Trust Fund and state gasoline/diesel taxes continue to lose purchasing power, resulting in lower revenues for transportation agencies and local jurisdictions.	Provide input to regional and statewide discussions and pilot projects on the generation of additional revenue for transportation. Construct a set of revenue generation options that can be evaluated by the SANBAG Board, with input from a wide range of stakeholders.

The CTP is a living document that will be updated in concert with future RTP/SCS updates. Future versions of the CTP will monitor the performance of the various strategies and refine the financial outlook, projects lists and future actions necessary to ensure safe and efficient of people and goods throughout San Bernardino County.

Attachment: Attachment 1 - Final CTP Executive Summary (2210 : Final CTP Submittal to SCAG)

## *Minute Action*

AGENDA ITEM: 9

**Date:** *October 14, 2015*

**Subject:**

Congestion Management Program Monitoring Update and Contract Award

**Recommendation:**

That the General Policy Committee recommend the Board, acting as the San Bernardino County Congestion Management Agency (CMA):

- A. Receive a presentation on the SANBAG Congestion Management Program Monitoring Tool.
- B. Award sole source Contract No. 16-1001364 to Iteris, Inc. for Congestion Management Program Monitoring Tool maintenance and hosting for a five-year term with two one-year options, for a total amount not-to-exceed \$450,000, based upon a finding that it is in the best interests of the CMA to award this sole source contract. Annual contract expenditures after Fiscal Year 2015/2016 are contingent upon Board approval of annual budgets that include funding for subsequent fiscal years.
- C. Approve Fiscal Year 2015/2016 budget amendment to increase Task No. 0203 in the amount of \$15,000, funding source Congestion Management Program funds; and decrease funding in the amount of \$15,000, funding source Measure I Valley Traffic Management Systems funds to provide a Mountain/Desert Subregion contribution to the Congestion Management Program Monitoring Tool maintenance and hosting. This action results in no net increase to Task No. 0203.

**Background:**

In March 2013, SANBAG notified local jurisdictions of the suspension of Congestion Management Program (CMP) monitoring responsibilities for 2013 while SANBAG developed a more effective approach. Historically, SANBAG has complied with State and Federal CMP monitoring requirements in much the same manner as many other agencies across the state. Local jurisdictions were required to perform intersection turn movement counts, prepare level-of-service analysis and forward the analysis and count data to SANBAG. SANBAG would compile the submittals and update the CMP as part of a biennial process to ensure we were satisfying requirements of the CMP.

The suspension of local jurisdiction responsibilities was to allow SANBAG the opportunity to evaluate the potential for a more efficient method to satisfy CMP monitoring requirements and benefit transportation planning for the sub-region and the jurisdictions. After consideration of various options, SANBAG moved forward with the development of a web-based tool that can measure performance of the San Bernardino County highway and arterial system. SANBAG released a Request for Proposals (RFP) in May 2014 to develop a monitoring tool. The contract was subsequently awarded to Iteris, Inc. Iteris, Inc. is a national leader in the development of performance monitoring and analysis systems, having developed and supported

*Entity: CMA*

the Caltrans Performance Monitoring System (PeMS) since its inception over ten years ago. The SANBAG CMP Monitoring Tool is nearing completion and can be used in the future for a wide variety of planning applications.

The tool generates a CMP system performance report which can be submitted to Southern California Association of Governments (SCAG) as part of SANBAG's demonstration of compliance with the CMP. In addition, there are several other valuable applications of the tool. The tool is designed to import real-time data consistent with PeMS and perform analysis of the roadway and freeway system. SANBAG has access to Global Positioning System (GPS) probe (cell phone) data that Caltrans District 8 has purchased from HERE for the entire district. The CMP monitoring tool accesses the probe data, which provides link speeds for the CMP arterial and highway system, archiving the data for future planning analyses. Likely applications for the tool include corridor before and after studies, speed studies, signal progression performance, calibration of planning traffic models such as the San Bernardino Transportation Analysis Model (SBTAM), real-time analysis of traffic operations in a traffic management center, etc.

The monitoring tool project included a task to develop a maintenance plan to identify the most cost effective way to maintain and host the tool. Hosting defines where the tool resides and who is responsible for ensuring its continued maintenance. The three options considered included:

- Cloud Hosting
- Server Hosting at Iteris
- Server Hosting at SANBAG

Cloud hosting was selected as the most efficient method to host the tool for the following reasons:

- Cloud hosting provides direct access to the system. A consultant can log into the web service to manage hardware and software with virtually unfettered access to perform support duties.
- Flexibility. Cloud hosting offers a unique ability to recover from hardware failures because equipment can be relatively quickly and easily switched out in the virtual environment, as compared to other options.
- Server management. Day-to-day management of the server environment is conducted by the hosting web service, meaning neither a consultant or SANBAG must provide staff to perform this function.

The consultant that has developed the SANBAG monitoring tool, Iteris, Inc., uses Amazon Web Services (AWS) to host several clients' installations of the Iteris Performance Measurement System (iPeMS). This allows Iteris the ability to leverage existing processes to manage additional clients' data, including that of SANBAG. For instance, Iteris uses the Nagios monitoring system to set up automatic alerts about different kinds of failures which can be replicated for the SANBAG system. If the tool were to be hosted on remote servers elsewhere, this process would be more difficult. The congestion monitoring tool uses an Oracle database to manage the data, and licenses are required to use an Oracle database. Iteris has purchased enough Oracle licenses to cover a group of AWS servers that house multiple clients' databases, and SANBAG's database can be housed within these servers as well. As such, SANBAG will only

be paying a share of the cost of the Oracle database licenses, splitting the cost with the other Iteris, Inc. clients.

The options to host the tool at servers either at Iteris, Inc. or SANBAG are extremely costly as additional software and hardware would be required, not to mention staff expertise to perform day-to-day maintenance. Hosting the tool on servers at Iteris, Inc. or SANBAG would cost about four times as much as cloud hosting without the consideration of the expense to ensure staff is capable of performing maintenance and support (if hosted at SANBAG).

Based on the facts that Iteris, Inc. developed the monitoring tool, understands the software and hardware behind the tool, has intimate knowledge of the data and means by which the tool accesses the HERE probe data, uses AWS to host similar tools for other clients, and has a long history of success in supporting these types of tools, it is impractical that another consulting firm could take the lead in maintaining and hosting SANBAG's monitoring tool. Not only would it be impractical for another firm to maintain, improve and support the tool, but it would likely be cost prohibitive for SANBAG to shift these responsibilities to another firm that does not have the experience of Iteris. Due to Iteris' unique qualifications and demonstrated experience, staff recommends the Board find it is in the best interests of SANBAG to award this sole source contract to Iteris to coordinate cloud hosting through AWS and provide monitoring tool support.

It should be noted that this new approach of using probe-based data for CMP monitoring will save local jurisdictions substantial costs that would otherwise be incurred for traffic counts and analysis. Beyond that, the probe-based system represents a much more powerful, informative data-gathering and analysis process to gauge the performance of the CMP network.

Since the monitoring tool benefits the Valley and Mountain/Desert subregions, the funding for the maintenance and hosting of the tool is from Valley and Mountain/Desert sources. In order to allocate Mountain/Desert funding to the tool maintenance and hosting for the first fiscal year, the Fiscal Year 2015/2016 budget requires an amendment. The Fiscal Year 2015/2016 expenditure is anticipated to not exceed \$65,000, funded by a \$50,000 contribution of Valley funds and \$15,000 contribution of Mountain/Desert funds. The Mountain/Desert funding recommended to be allocated to this contract is Congestion Management Program funds that have been accumulating revenue from the Mountain/Desert subregions for CMP support over the past several years. On April 4, 2015, the Board of Directors approved the suspension of invoicing the Mountain/Desert subregions annually for CMP-related staff support and budgeting future year staff support directly out of Mountain/Desert Traffic Management System (TMS) funds. This budget amendment will initiate the process of spending down the Mountain/Desert CMP fund balance. The budget amendment increases the Task 0203 Fiscal Year budget for the CMP fund by \$15,000, which is the Mountain/Desert Subregion share of the CMP-related costs, and reduces the Task 0203 Fiscal Year 2015/2016 budget by \$15,000 for Measure I Valley TMS funds, thereby not changing the total budget amount for Task 0203.

***Financial Impact:***

This item is not with the adopted Fiscal Year 2015/2016 Annual Budget. A budget amendment is recommended to increase Task 0203 by \$15,000 from Fund 1093 and decrease Task 0203 by \$15,000 from Fund 4180 with no net increase to the task total. A total of \$125,000 was budgeted to finalize the development, and maintain and host the Congestion Management Program Monitoring Tool under Task 0203. Funding for maintenance and hosting services will be programmed in subsequent fiscal years consistent with the terms of the contract.

General Policy Committee Agenda Item

October 14, 2015

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***Reviewed By:***

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

***Responsible Staff:***

Timothy Byrne, Chief of Planning

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Approved  
General Policy Committee  
Date: October 14, 2015

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001364 Amendment No.: \_\_\_\_\_ Vendor No.: 01105  
 Vendor/Customer Name: Iteris, Inc. Sole Source?  Yes  No  
 Description: Congestion Management Program Monitoring Tool Maintenance  
 Start Date: 11/05/2015 Expiration Date: 06/30/2020 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 450,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 450,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 450,000.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 11/04/2015  
 Board of Directors Action: Approve Agreement 16-1001364

**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: Tim Byrne

Attachment: Contract Summary Sheet (2154 : CMP Monitoring Update and Contract Award)



## San Bernardino Associated Governments

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

### Contract 16-1001364 Congestion Management Program Monitoring Tool Hosting Scope of Work August 24, 2015

The San Bernardino Associated Governments (SANBAG) initiated the development of a Congestion Management Program (CMP) Monitoring Tool in October 2014. Iteris, Inc. was selected to develop a tool that would be used to perform the monitoring required under the CMP. CMP monitoring historically was performed through the collection of traffic count data on freeways, arterials and at intersections and performing level of service analysis. However, the availability of real-time datasets has led to an increase in application of real-time data obtained from mobile sources, including cell phones and GPS. Caltrans, in coordination with SANBAG and the Riverside County Transportation Commission, has purchased real-time data for application in the IE-511 system and other planning related activities. After conferring with Caltrans, the probe data that has been procured is available for use in the monitoring tool.

The CMP Monitoring Tool uses the existing architecture of the Iteris Performance Measurement System (iPeMS) and is also known as the SANBAG iPeMS. The SANBAG iPeMS is a hosted service and is currently being deployed using tailored reports to fulfill the requirements for SANBAG's CMP Monitoring Tool and will be completed during the summer of 2015. Once the SANBAG iPeMS is fully deployed, SANBAG must maintain the tool to ensure real-time data is incorporated into the tool and archived appropriately. The monitoring tool will be utilized bi-annually to develop the CMP monitoring report to submit to Caltrans as well as applied regularly for planning studies and as such on-going maintenance and hosting of the tool is required. To ensure sufficient maintenance of the tool, the tool and its associated data must be hosted via a web-based service. The CMP monitoring study development project recommended cloud hosting for the monitoring tool using the features of iPeMS for hosting and data management. This scope of work has been developed to develop an agreement to host the monitoring tool. Cloud hosting was recommended for a variety of reasons which include:

- Direct access: Agency consultant can easily access a web service to manage both the monitoring tool hardware and software and perform support duties.
- Flexibility: Cloud hosting offers a unique ability to recover from hardware failures because equipment can be relatively quickly and easily switched out in the virtual environment, as compared to other options.
- Server management: Day-to-day management of the server environment is conducted by a selected web service, meaning neither SANBAG or a consultant is required to provide staff to perform this function.
- Cost effectiveness: SANBAG does not have software, hardware or technical staff expertise to host the monitoring tool.

The scope of services to provide maintenance of and support hosting of the Congestion Management Tool is described below. The contract term will be for five years.

## Hosting Service Description

### 1. Definitions

- 1.1 Cloud Computing Service – a service that provides computing and storage services via the World Wide Web (“Web” or “Internet”) from remote hosting facilities, typically provided by common cloud hosting entities (e.g. Amazon Web Services, Google, etc.).
- 1.2 Source Data – all data submitted to iPeMS from SANBAG, or collected by iPeMS from SANBAG or on behalf of SANBAG, and held in iPeMS.
- 1.3 End User – any person who has authorization from SANBAG to access the Iteris Services as a member of an End User group, through the End User interface.
- 1.4 Hosted Service – a service that provides access to End Users through the Web to software, data, reports, analyses, documentation, etc. through a Cloud Computing Service.
- 1.5 iPeMS – the Iteris Performance Measurement System also known as the SANBAG Congestion Monitoring Tool described in Section 2.1 below that is proprietary to Iteris and to which Iteris provides access to SANBAG and its authorized End Users under this Agreement as a Hosted Service.
- 1.6 Iteris Service – the iPeMS Hosted Service provided under this Agreement.
- 1.7 Map Tile Service – a Third Party Hosted Service that provides tiles to use in a map application in a Web site.
- 1.8 Open Street Maps – map tiles that are generated using an open source mapping data base.
- 1.9 Third Party – a party that is not Party to this Agreement (i.e. a party that is not Iteris, SANBAG, or a SANBAG authorized End User).
- 1.10 Third Party Hosted Services – any Hosted Service that is offered or provided by a Third Party.

### 2. iPeMS Hosted Service Components

- 2.1 iPeMS. iPeMS is a distributed software application that collects, stores, and visualizes different types of transportation data. iPeMS receives Source Data, either directly from SANBAG’s network or from a Third Party provider on behalf of SANBAG, stores the data in a database, aggregates the data, and calculates performance measures from the data. iPeMS then makes the complete Source Data set (from the first time of collection to the most recent time of collection) and derived performance measures, through various types of reports, including plots, graphs, tables, and maps, available to SANBAG and SANBAG authorized End User’s via a Web interface.
- 2.2 Source Data. Source Data is the raw input transportation data that is used by iPeMS to derive performance measures. Source Data may be: (1) data that is collected by SANBAG or on its behalf and received by iPeMS via a connection to SANBAG’s network; (2) data that is collected or generated by a Third Party Hosted Service and received by iPeMS as authorized and arranged by SANBAG through its Party Hosted Service and received by iPeMS as authorized and arranged by Iteris on behalf of SANBAG or (3) data that is collected and generated by a Third Party Hosted Services and received by iPeMS as authorized and arranged by Iteris on behalf of SANBAG. For the CMP Monitoring Tool, the Source Data used in iPeMS and that will be used for hosting under this SOW is the Caltrans District 8 HERE TrafficML data which has been obtained by Caltrans for use in 511 application and planning applications and made available by Caltrans District 8 to Iteris on behalf of SANBAG.
- 2.3 Map Tile Service. Iteris uses a Third Party Map Tile Service or Open Street Maps to create the background maps presented to End Users through the iPeMS End User interface and used by iPeMS to visualize Source Data on the background maps. Access to a Third Party

Map Tile Service may be provided by SANBAG through its relationship with a Third Party Map Tile Service or may be provided by Iteris through its relationship with a Third Party Map Tile Service. For the CMP Monitoring Tool, the Map Tile Service is the HERE map tile service provided in conjunction with the HERE Traffic ML data.

- 2.4 Cloud Computing Service. Iteris uses one or more Third Party Cloud Computing Services to host the Iteris Service and store Source Data. Specific Third Party Cloud Computing Services used by Iteris for providing the Iteris Service to SANBAG shall not change without express written consent by SANBAG. Unless otherwise changed in accordance with this section, Amazon Web Services will be used for hosting the SANBAG iPeMS Congestion Monitoring Tool.
- 2.5 Domain Name. Iteris will supply SANBAG with a domain name for accessing the Iteris Service via the Internet. Iteris dictates the structure of the domain name and shall not change the domain name without expressed written consent by SANBAG. If a domain name change is necessary, Iteris will notify SANBAG at least thirty (30) days before the effective date of the domain name change. For the initial SANBAG iPeMS deployment, the domain name is <http://sanbag.iteris-pems.com>.
- 2.6 End User Accounts. Each End User will have his or her own account credentials (username and password) for accessing the Iteris Service via the Internet. End Users may request account credentials by using the link on the iPeMS Web site for requesting an account. Account requests will be processed automatically by Iteris based on the authorization rules specified by SANBAG (e.g., allow only users with certain emails domains to have access).

### 3. SANBAG Responsibilities

- 3.1 Internet Access. SANBAG is responsible for providing and maintaining any hardware, software, or infrastructure that are necessary for SANBAG and its authorized End Users to connect to and use the Iteris Service via the Internet and End User interface. SANBAG shall not allow unauthorized third parties or unauthorized persons to use web addresses, user names, or passwords to access Iteris Service.
- 3.2 Source Data. SANBAG will obtain authorization from Caltrans for Iteris to access and use the HERE Traffic ML data for the CMP Monitoring Tool.

### 4. Iteris Responsibilities

- 4.1 Iteris Service Access. Iteris will provide SANBAG access to the Iteris Service over the Internet to the End User interface and the iPeMS application software operating on servers at Iteris' host facility. Through the application software, Iteris will ensure that the Source Data is available to End Users.
- 4.2 Source Data Collection and Storage. Iteris will collect from Third Party Hosted Service and store the Source Data in one or more databases in Iteris' Cloud Computing Service environment. The Source Data shall be archived for future access and analysis purposes in 5-minute intervals on all segments where HERE TrafficML data exists as it is accessed in real time.
- 4.3 iPeMS Software Application Processing. The iPeMS software application will analyze Source Data to determine performance measures and create map tiles and query responses to enable SANBAG to visualize the data and generate reports. Depending upon the type of Source Data, processing will occur on current ("real time") data or historical data retrieved from SANBAG or Source Data previously captured by the Iteris Service.
- 4.4 iPeMS Database Administration. Iteris will provide:
  - Daily monitoring of Source Data collection transactions.
  - Daily backups and data protection.
  - Maintenance of daily activity statistics, logs and transaction archives.
  - Data quality monitoring
- 4.5 Service Support. Iteris will provide:

- **Iteris Service and iPeMS Application Updates:** Iteris will update the Iteris Service and iPeMS Software Application to reflect the latest software release at the version 1.x level.
- **Telephone Support:** Iteris will provide telephone technical support by knowledgeable staff members capable of providing technical assistance regarding the Iteris Service and the iPeMS application software, its functionality, operations, and supporting documentation. This telephone technical support will be available to SANBAG during Standard Support Hours that are defined as Monday-Friday, 9:00 am to 4:00 pm Pacific Time, except State and Federal holidays. A 24-hour automated voice-mail system is also available.
- **E-Mail Support:** Iteris will provide technical assistance through electronic mail. Questions may be submitted 24 hours a day, 7 days a week. Response will be the next business day during Standard Support Hours.

## 5. Service Level Standards

- 5.1 **Availability.** Iteris will provide hosting services that meet reasonable commercial standards for, among other matters, packet loss, accessibility, latency, availability, and throughput.
- 5.2 **Security.** Iteris will take commercially reasonable actions to prevent unauthorized access to Licensee database records stored on Iteris' host servers.
- 5.3 **Server/Communications Interface Outages.** Iteris will employ commercially reasonable efforts to maintain servers and communications interfaces and to provide advance notice to Licensee of scheduled maintenance outages.
- 5.4 **Database Failure Recovery.** In the event of an iPeMS database failure, Iteris will:
  - Re-establish the Real-time Data Collection processes for the real-time data within 24 hours.
  - Re-establish the Web Services such that SANBAG and End Users can see the raw data within 24 hours.
  - Work diligently to restore the historical data to the database. Typically this can be done within 72 hours.
  - Re-compute any performance measures that need to be processed from the raw data.
- 5.5 **Exceptions.** Service Level Standards do not apply to:
  - Expiration or cancellation of access through the Caltrans agreement with HERE.
  - Failures of Third Party Hosted Services.
  - Failures of the data distribution infrastructure of either SANBAG or Third Party entity supplying data to the Iteris Service on SANBAG's behalf.
  - Failures of SANBAG's Internet access service.
  - Maintenance and upgrade windows, which will be scheduled, when necessary, outside of Standard Support Hours or reasonable Pacific Time Zone operating hours.

## 6. Support Tickets

- 6.1 **Support Classification.** During the term of the Agreement, SANBAG may generate support tickets to report to Iteris issues and problems with the Iteris Service. Support tickets from SANBAG are placed into three general categories as follows:
  - **Support Issue** – a question about standard iPeMS functionality that does not involve changes to iPeMS, although it may involve changes to SANBAG's configuration made by the administrator using their browser.
  - **Enhancement Request** – request to add or change functionality of iPeMS
  - **Bug** – a defect in the Iteris Service or iPeMS application software.

Support Issues can generally be resolved by Iteris within a few hours of submission. Enhancement requests may be scheduled at Iteris' discretion, based on the perceived usefulness of the request for other Customers. [Note that enhancement requests may also be

performed as custom development at SANBAG’s request and expense, should Iteris choose not to incorporate them as a general enhancement.] Iteris shall respond to and use its reasonable commercial efforts to resolve issues deemed to be Bugs in accordance with the priority levels indicated below.

- 6.2 Priority Response Times for Bugs. The following investigation response times and target resolution times are for handling issues that have been classified as Bugs. The hours during which Iteris is obligated to work on problem resolution are restricted to Standard Support Hours, which are defined in Section 4.5.

Priority	Description	Investigation Response Time	Target Resolution/Workaround Time
1 – Critical	The main web server is down.	60 minutes	1-2 hours – Iteris will assign as many engineers and/or support staff as needed along with the best workaround available.
2- High	A major program function is affected by a software failure, so that customers are adversely affected.	2 hours	1-2 hours – Iteris will assign as many engineers and/or support staff as needed along with the best workaround available.
3 – Medium	A minor program function is affected by a software error, resulting in a diminished productivity, or a problem occurs infrequently, or a workaround has been provided.	8 hours	If a workaround can be provided, the correction will be scheduled for the next regular upgrade. If not, a correction will typically be provided within two weeks.
4 – Low	Some desired new functionality is not working as expected, or a problem occurs that is not readily reproducible, or a workaround has been provided.	24 hours	If a workaround or answer can be provided, the correction may be made at the discretion of Iteris, based on its relevance to other customers.

Iteris shall use its best commercially reasonable efforts to meet the response times and resolution targets set forth in this Section. The method of resolution is solely determined by Iteris. For timely resolution, particularly of Level 1 or 2 issues, SANBAG may be requested to provide Iteris with administration login access to the SANBAG system. Refusal to provide such access may negate Iteris’ ability to meet the expected resolution times, since in our experience, most problems are caused by a specific configuration on a specific server, and may not be reproducible elsewhere.

## 7. Hosted Service Special Provisions

### 7.1 Iteris Service License..

- a. Grant. Subject to the terms and conditions of this Agreement, Iteris hereby grants to SANBAG and each of its authorized End Users a non-exclusive, non-assignable and non-transferable, limited term license: (i) to access the Iteris Service via the End User interface and domain name assigned to SANBAG; and (ii) to access and use Iteris proprietary software, applications, and databases (“iPeMS Software”) and any related documentation for description, use or operation of the iPeMS Software (“iPeMS Documentation”) only in conjunction with the use of the Iteris Service to fulfill the purposes and functions of the CMP Monitoring Tool. Title to the Iteris Service, iPeMS Software and iPeMS Documentation (collectively “Iteris Property”) is not transferred to SANBAG. All right, title, and interest, including all intellectual property rights, in the Iteris Property and any ideas, know-how, and software developed by Iteris or its licensors during the course of performance of any services under this Agreement shall remain the property of Iteris or its licensors. This provision will survive the expiration or termination of the Agreement.
- b. Restrictions. Except as expressly provided in Section 7.1a, or as may otherwise be agreed upon by Iteris and SANBAG, SANBAG may not nor authorize any third party on its behalf: (i) attempt to decrypt, discover or reverse engineer any confidential and proprietary criteria developed or used by Iteris to provide Iteris Service; (ii) modify, prepare derivative works, translate, reverse engineer, reverse compile, or disassemble the Iteris Property or att

assist any third party to do any of the preceding; (iii) use or authorize use of the Iteris Service for any purpose not specified in this Agreement; (iv) reproduce, rent, lease, sell, sublicense or otherwise transfer or distribute the Iteris Service, or any portion thereof, in any form or medium without the prior written consent of Iteris; (e) allow any third party to resell, sublicense, distribute or otherwise transfer Iteris Service for any purpose, or (f) retain any instantiations or derivatives of the Iteris Property in any form after expiration or termination of this Agreement.

## 7.2 OWNERSHIP OF DATA.

- a. **SANBAG Data.** All data and information that relates to SANBAG operations or derived from internal SANBAG resources such as internal procedures, road or highway data, or SANBAG confidential data that have been prepared or furnished by or for the SANBAG to Iteris under this Agreement shall remain SANBAG's property. SANBAG shall make access available to Iteris of SANBAG Data as necessary for Iteris to perform its obligations under this Agreement.
- b. **Third Party Data.** All data used by the Iteris Service provided by a Third Party shall be governed by the ownership provisions of the Third Party. Both SANBAG and Iteris agree to abide by such additional terms and conditions applicable to such Third Party data.
- c. **CMP Monitoring Tool Data.** All CMP Monitoring Tool Data derived from the use of the Iteris Service by SANBAG or its authorized End Users, including reports, performance measurements, analyses, etc., provided by Iteris as iPeMS outputs under this Agreement are deemed to be "works made for hire" and shall be the sole property of SANBAG. Iteris shall not be liable for any use of the CMP Monitoring Tool Data for purposes other than specified in this Agreement or for any modifications made by others. For clarification, CMP Monitoring Tool Data does not include any Third Party Data that may be included in any iPeMS outputs or available for download or extraction through iPeMS and any such Third Party Data shall be owned and its use shall be governed as set forth in Section 7.2b above.

## *Minute Action*

### AGENDA ITEM: 10

**Date:** *October 14, 2015*

**Subject:**

Purchase and Sale Agreement for HERO Assessment Receivables

**Recommendation:**

That the General Policy Committee recommend the Board:

- A. Approve Purchase and Sale Agreement 16-1001402 with Renovate America, Inc., to allow Renovate America to advance funds to cover the HERO Assessment delinquencies for the 2014-2015 Tax Year.
- B. Authorize the Executive Director or designee, with the concurrence of General Counsel, to finalize the terms of the agreement, including the final amount and the delinquent properties to be included, and to execute the final agreement.
- C. Defer the judicial foreclosure proceedings for the delinquent properties.

**Background:**

Under the Master Indentures that outline how SANBAG will issue bonds for the HERO Program, any property owner that is delinquent in their tax bill on October 1<sup>st</sup> of each year will be subject to SANBAG starting a judicial foreclosure process. The Master Indentures provide that SANBAG may elect to defer the judicial foreclosure proceedings if SANBAG has received or advanced funds to cover the delinquent amounts.

In September 2015, SANBAG's Special Tax Consultant, David Taussig & Associates (DTA), reported that there were 23 properties considered delinquent for the 2014-2015 Tax Year. These property owners did not make their payments (including the HERO Assessment payment) for the past tax year. DTA transmitted delinquency notices to the delinquent property owners after the 1st and 2nd tax installments were not paid, and again on June 30, 2015. For the 2014-2015 Tax Year, 3,160 properties were levied for a total of \$7,856,008.93. To date, the 23 HERO assessment delinquencies (totaling \$41,243.18) comprise 0.52% of the total HERO assessments levied for the 2014-2015 Tax Year. This delinquency rate of 0.52% is significantly lower than San Bernardino County's overall delinquency rate of 2.11% for property taxes for the 2013-2014 Tax Year.

In order for the Board of Directors to have the discretion to elect to defer the judicial foreclosure process, the \$41,243.18 must be advanced to the Trustee by SANBAG, or SANBAG needs to enter into an agreement with a third party, such as Renovate America, to allow that third party to advance the funds and to be reimbursed for such advance when the delinquent assessments are brought current. Purchase and Sale Agreement No. 16-1001402 accomplishes this task.

It is the recommendation of staff that it is in the best interests of SANBAG and property owners to defer the judicial foreclosure process and to allow Renovate America to advance the  
*Entity: COG*

General Policy Committee Agenda Item

October 14, 2015

Page 2

delinquent amounts. These actions will provide property owners more time to become current on their assessments and will allow SANBAG to meet the conditions of the Master Indentures for the bonds.

***Financial Impact:***

This item will not have an impact on the adopted Fiscal Year 2015/2016 SANBAG budget.

***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.

***Responsible Staff:***

Duane Baker, Director of Management Services

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Approved  
General Policy Committee  
Date: October 14, 2015

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001402 Amendment No.: \_\_\_\_\_ Vendor No.: 3010  
 Vendor/Customer Name: Renovate America Sole Source?  Yes  No  
 Description: Purchase & Sale Agreement Assessment Installment Receivables for the 2014-2015 Tax Year  
 Start Date: 11/04/2015 Expiration Date: 11/30/2016 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 41,243.18	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 41,243.18</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 41,243.18</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 11/04/2015  
 Board of Directors Action: Approve purchase & sales 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: Duane Baker

Attachment: 16-1001402 CSS (2280) : Purchase and Sale Agreement for HERO Assessment Receivables

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C 16-1001402

**PURCHASE AND SALE AGREEMENT**

Dated as of November \_\_, 2015

between

**SAN BERNARDINO ASSOCIATED GOVERNMENTS,**

as Seller

and

**RENOVATE AMERICA, INC.**

as Purchaser

Regarding  
Assessment Installment Receivables for the 2014-2015 Tax Year

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Attachment: Clean 10\_6\_15\_6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2280 :

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EXHIBIT A List of Assessment Installment Receivables Schedule

Attachment: Clean 10\_6\_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2280 :

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of November \_\_, 2015, between San Bernardino Associated Governments, a joint exercise of powers authority organized and existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement dated October 17, 1975, as further amended to date ("SANBAG"), and the RENOVATE AMERICA, INC., a Delaware corporation ("Company").

### BACKGROUND

1. SANBAG has levied assessments under Chapter 29 (payable in installments under the 1915 Act) and SANBAG HERO Program which are collected on the secured property tax roll of the County.
2. Certain installments of such assessments are delinquent (the "Assessment Installment Receivables") as of the Cut-off Date (as defined below).
3. SANBAG has determined that it is in the best interests of SANBAG at this time to sell to the Company the Assessment Installment Receivables it is entitled to receive arising from the collection of certain delinquent Assessments for the Tax Years specified in this Agreement, upon the terms and conditions provided herein.

**NOW, THEREFORE**, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

## Article I

### Definitions

**Section 1.01. Definitions.** Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“Agreement” means this Purchase and Sale Agreement, as originally executed or as it may from time to time be supplemented, modified or amended in accordance with the provisions hereof.

“Assessment” means each “Assessment” as defined in an Assessment Contract and levied pursuant to such Assessment Contract against a Property to which such Assessment Contract is subject.

“Assessment Administrative Fee” means, as to each Property, the administrative fee due and payable pursuant to an Assessment Contract that shall be collected on the property tax bill pertaining to such Property.

“Assessment Contract” shall have the meaning given such term in the Master Indenture.

“Assessment Installment” means, as to each Property, the portion of the principal amount of an Assessment, due and payable pursuant to an Assessment Contract that shall be collected on the property tax bill pertaining to such Property.

“Assessment Installment Receivable” means, with respect to a Property for a particular Tax Year, the portion of a delinquent Assessment Installment and Assessment Administrative Fee on the secured tax roll of the County that:

(i) was levied by SANBAG on one of the Properties listed on the Assessment Installment Receivables Schedule for such Tax Year in accordance with the Chapter 29, the 1915 Act and the applicable Assessment Contract and is payable to SANBAG if and when collected,

(ii) was levied on account of the applicable Purchased Tax Year, was delinquent as of the Cut-off Date and was shown as such on the Delinquent Tax Roll maintained by the County for the applicable Purchased Tax Year,

(iii) had not been received by SANBAG as of the Cut-off Date,

(iv) is due and owing to SANBAG in an amount equal to the amounts of Assessment Installments and Assessment Administrative Fees, penalties and accrued interest set forth on the Assessment Installment Receivables Schedule,

(v) includes, to the extent permitted by law and the terms of the Master Indenture, all penalties and accrued interest thereon to the date of collection, and

(vi) has not become a Defective Assessment Installment Receivable.

“Assessment Installment Receivable Balance” means, with respect to an Assessment Installment Receivable as of a particular date, the sum of

(A) an amount equal to the delinquent Assessment Installments and Assessment Administrative Fees levied by or on behalf of SANBAG and payable to the County Tax Collector with respect to such Assessment Installment Receivable as shown on the Assessment Installment Receivables Schedule,

(B) to the extent permitted by law and the Master Indenture, the 10% penalty payable on the Assessment Installment Receivable in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code, and

(C) to the extent permitted by law and the Master Indenture, interest accrued on the amount in clause (A) from July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent through the date of determination at the rate of 1.5% per month in accordance with Section 4103 of the California Revenue and Taxation Code.

“Assessment Installment Receivables Schedule” means the schedule attached as (or incorporated by reference in) EXHIBIT A hereto, as such schedule may be amended from time to time in accordance with Section 3.01(e) hereof, with respect to the Assessments generally described on EXHIBIT A hereto.

“Assessment Lien” means any lien that attaches, by operation of Section 2187 of the California Revenue and Taxation Code, to the fee interest in real property.

“Bond Counsel” means Best Best & Krieger LLP or any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to public financing in the State.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banking institutions in the City of New York, New York or the City of Los Angeles, California are authorized or obligated by law or executive order to be closed.

“Chapter 29” means Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12 et seq.)

“Closing Date” means November \_\_, 2015.

“Collections” means, with respect to an Assessment Installment Receivable, the amount collected by the County (whether as payments by the related Property Owner in a lump sum, payments by the related Property Owner pursuant to an installment payment plan, as proceeds of sale of the related tax-defaulted Property, or otherwise) on the Assessment Installment Receivable. Collections include but are not limited to the following:

(i) the delinquent Assessment Installments payable for the Tax Year to which the Assessment Installment Receivable is related,

(ii) the 10% penalty payable thereon in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code,

(iii) interest accruing at the rate of 1.5% per month in accordance with Section 4103 of the California Revenue and Taxation Code, and

(iv) all Assessment Administrative Fees levied in connection therewith that are distributable to SANBAG, if any.

“Company” means the Renovate America, Inc., a corporation organized and existing under the laws of the state of Delaware, or any successor thereto.

“County” means the County of San Bernardino, a political subdivision of the State.

“Cut-off Date” means October 1, 2015.

“Defective Assessment Installment Receivable” has the meaning set forth in Section 3.01(c) hereof.

“Defective Assessment Installment Receivable Purchase Amount” means, as to any Defective Assessment Installment Receivable, an amount equal to the purchase price of such Defective Assessment Installment Receivable set forth on the Assessment Installment Receivables Schedule reduced by the amount, if any, of Collections on such Defective Assessment Installment Receivable which have been applied to the recovery of such purchase price as of the date of calculation.

“Delinquent Tax Roll” means the delinquent tax roll which is delivered by the Treasurer-Tax Collector of the County to the County Auditor-Controller pursuant to Section 2627 of the Revenue and Taxation Code of the State, or such other report, file or data of the Treasurer-Tax Collector or Auditor-Controller of the County as may be available from the County and mutually satisfactory to SANBAG and the Company.

“Master Indenture” means the Master Indenture, dated as of November 1, 2013, by and between SANBAG and the Trustee.

“1915 Act” means the Improvement Bond Act of 1915, Division 10 of Part I (commencing with Section 8500) of the California Streets and Highways Code.

“Opinion of Counsel” means one or more written opinions of counsel, who may be an employee of or counsel to SANBAG, which counsel shall be acceptable to the recipient of such opinion or opinions.

“Property” means, with respect to an Assessment Installment Receivable, the real property that is encumbered by the Assessment Lien of such Assessment Installment Receivable.

“Property Owner” means, with respect to an Assessment Installment Receivable, the fee owner or owners of the related Property.

“Purchase Price” has the meaning set forth in Section 2.01(a) hereof.

“Purchased Tax Year” means, for a given Assessment Installment Receivable, the Tax Year ending on June 30 of the applicable calendar year, as set forth in EXHIBIT A hereto.

“Purchased Receivables” has the meaning set forth in Section 2.07 hereof.

“Responsible Officer” means, with respect to SANBAG, the Executive Director, the Chief Financial Officer, Director of Management and Air Quality & Mobility Programs of SANBAG or any other official of SANBAG customarily performing functions similar to those performed by any of the above designated officials, and also with respect to a particular matter, any other official of SANBAG to whom such matter is referred because of such official’s knowledge of and familiarity with the particular subject.

“State” means the State of California.

“Tax Year” means the 12-month period beginning on July 1 in any year and ending on the following June 30. Whenever in this Agreement reference is made to the Tax Year of a certain year, such reference is to the Tax Year ending June 30 of that year.

“Trustee” shall mean Deutsche Bank National Trust Company, a national banking association duly organized and existing under the laws of the United States of America, acting as trustee and not in its individual capacity.

“SANBAG” means San Bernardino Associated Governments, a joint exercise of powers authority organized and existing under the laws of the State, including any entity with which it may be consolidated or which otherwise succeeds to the interests of SANBAG.

#### **Section 1.02. Other Definitional Provisions.**

(a) All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(b) As used in this Agreement and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in this Agreement or in any such certificate or other document, and accounting terms partly defined in this Agreement or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Agreement or in any such certificate or other document shall control.

(c) The words “hereof”, “herein”, “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; Article, Section, Schedule and Exhibit references contained in this Agreement are references to Articles, Sections, Schedules and Exhibits in or to this Agreement unless otherwise specified; and the term “including” shall mean “including without limitation.”

(d) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of

agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a Person are also to its permitted successors and assigns.

(f) The phrases “to the knowledge of SANBAG,” “to SANBAG’s knowledge,” “to the best knowledge of SANBAG” or other similar phrases used herein or in any certificate delivered pursuant hereto, shall mean that the Responsible Officer of SANBAG signing this Agreement or such certificate, as the case may be, had no actual knowledge that the information referred to in connection with such phrase was incorrect in any material respect.

### **Section 1.03. Term of this Agreement.**

This Agreement shall remain in full force and effect for the period during which any of the Assessment Installment Receivables purchased under this Agreement remains outstanding.

## **Article II**

### **Purchase and Sale of Assessment Installment Receivables**

#### **Section 2.01. Purchase and Sale of Assessment Installment Receivables; Assignment of Rights.**

(a) *Purchase and Sale.* In consideration of the Company’s promise to deliver on the Closing Date to or upon the order of SANBAG the sum of \$\_\_\_\_\_ (the “Purchase Price”) SANBAG does hereby sell, transfer, assign, set over and otherwise convey to the Company, without recourse (but subject to the obligations herein), all right, title and interest of SANBAG on the Closing Date, whether now owned or hereinafter acquired, in and to:

- (i) the Assessment Installment Receivables;
- (ii) all Collections in respect of the Assessment Installment Receivables since the Cut-off Date; and
- (iii) the proceeds of any and all of the foregoing.

(b) *Collections.* The Company shall be entitled, from and after the Closing Date, to receive all Collections with respect to the Assessment Installment Receivables.

(c) *Payment and Application of Purchase Price.* On the Closing Date, the Company shall pay or cause to be paid the Purchase Price in immediately available funds by federal funds wire to or upon the order of SANBAG. SANBAG covenants that (i) it shall treat the Purchase Price as Assessments for all purposes under the terms of the Master Indenture or other document by which any bonds, notes or other evidences of indebtedness were issued and secured by the Assessments to which the Assessment Installment Receivables relate, and (ii) it shall apply the Purchase Price to the payment of the bonds secured by the Assessments to which the Assessment Installment Receivables relate, and to the other authorized purposes to which the Assessments may be applied (including without limitation replenishment of reserve funds and payment of administrative expenses), to the same extent that the proceeds of the Assessments constituting the Assessment Installment Receivables would have been required to be applied had they been paid by the respective property owner before delinquency and received by SANBAG.

**Section 2.02. Closing Conditions.** The obligation of the Company to purchase the Assessment Installment Receivables and pay the Purchase Price will be subject to the accuracy of the representations and warranties of SANBAG herein, to the accuracy of statements to be made by or on behalf of SANBAG, to the performance by SANBAG of its obligations hereunder and to the following additional conditions precedent:

(a) *Executed Agreement.* At the Closing Date, this Agreement must have been authorized, executed and delivered by the respective parties thereto, and this Agreement and all official action of SANBAG relating thereto must be in full force and effect and not have been amended, modified or supplemented.

(b) *Closing Documents.* The Company must receive the following opinions and certificates (which may be consolidated into a single certificate for convenience), dated the Closing Date and acceptable to the Company:

(i) *Legal Opinion of Bond Counsel.* An approving opinion of Bond Counsel to the effect that the obligations of SANBAG under this Agreement are valid, binding and enforceable, and as to certain other matters, addressed to, and in form and substance satisfactory to, SANBAG and the Company.

(ii) *Certificate of SANBAG.* A certificate signed by an appropriate official of SANBAG to the effect that:

(A) SANBAG is duly organized and validly existing as a joint exercise of powers authority under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement dated as of October 17, 1975, as further amended to date,

(B) the representatives of SANBAG who executed this Agreement have been duly authorized to do so on behalf of SANBAG,

(C) the representations, agreements and warranties of SANBAG herein are true and correct in all material respects as of the Closing Date,

(D) SANBAG has complied with all the terms of this Agreement which are required to be complied with by SANBAG prior to or concurrently with the Closing Date, and

(E) the execution and delivery of this Agreement have been approved by the governing board of SANBAG, which approval was duly and regularly adopted in accordance with all applicable legal requirements.

(iii) *No Litigation Certificate.* A certificate signed by an appropriate official from SANBAG stating that no litigation or other proceedings are pending or, to the knowledge of SANBAG, threatened against SANBAG in any court or other tribunal of competent jurisdiction, state or federal, in any way (A) restraining or enjoining the execution or delivery of this Agreement or the consummation of the transactions described in this Agreement, (B) contesting or affecting the

validity of the Assessments constituting the Assessment Installment Receivables that are to be sold under this Agreement, this Agreement or any transaction described in this Agreement, (C) questioning or affecting the organization or existence of SANBAG or the title to office of the officers thereof or (D) questioning or affecting the power and authority of SANBAG to enter into this Agreement and perform its obligations hereunder or to levy and collect the Assessment Installments and Assessment Administrative Fees constituting the Assessment Installment Receivables that are to be sold under this Agreement.

(iv) *Other Documents.* Such additional legal opinions, certificates, proceedings, instruments and other documents as the Company or Bond Counsel may reasonably request to evidence compliance (A) by the Company and SANBAG with legal requirements applicable to the transactions contemplated by this Agreement, (B) the truth and accuracy, as of the Closing Date, of the representations of SANBAG contained in this Agreement, and (C) the due performance or satisfaction by the Company and SANBAG at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Company and SANBAG.

**Section 2.03. Right to Terminate.** If SANBAG is unable to satisfy the conditions set forth in Section 2.02(a) and (b) hereof, as reasonably determined by the Company, this Agreement may be canceled either in part or in its entirety by the Company at any time. Notice of such cancellation shall be given to SANBAG in writing, or by telephone confirmed in writing.

**Section 2.04. Pledge.** Although the parties hereto intend that the sale of the Assessment Installment Receivables by SANBAG to the Company be characterized as an absolute sale rather than a secured borrowing, if the sale of the Assessment Installment Receivables is deemed to be a secured borrowing, then in order to secure SANBAG's obligations to the Company hereunder, SANBAG takes the actions set forth below.

(a) SANBAG hereby pledges, assigns and grants a lien to the Company on the following (the "Collateral"):

- (i) the Assessment Installment Receivables;
- (ii) the Collections; and
- (iii) all proceeds of the foregoing.

(b) SANBAG represents and warrants to the Company that:

(i) this Agreement creates a valid and continuing lien on the Collateral in favor of the Company, which is prior to all other liens, and is enforceable as such as against creditors of and purchasers from SANBAG;

(ii) SANBAG owns and has good and marketable title to the Collateral free and clear of any lien, claim or encumbrance of any person subject to the provisions of the Master Indenture;

(iii) other than the lien granted to the Company pursuant to this Agreement, SANBAG has not pledged, assigned, sold, granted a lien on, or otherwise conveyed any of the Collateral; and

(iv) SANBAG is not aware of any judgment or tax lien filings against SANBAG.

These representations and warranties shall survive the Closing and may not be waived.

**Section 2.05. Release of Collateral upon Repurchase of Assessment Installment Receivables.** Any Assessment Installment Receivable that is repurchased by SANBAG in accordance with this Agreement shall be released from the Collateral when the required payment is made pursuant to Section 3.01(e) of this Agreement. Promptly upon such release, the Company shall amend the Assessment Installment Receivables Schedule to reflect the release of such Assessment Installment Receivable from the terms of this Agreement. Such Assessment Installment Receivable shall cease to be a part of the Collateral and be released from, and no longer be subject to, the pledge of this Agreement. The Company agrees to take or cause to be taken such actions and to execute, deliver and record such instruments and documents as may be set forth in a written request of SANBAG to release such Assessment Installment Receivable from the lien of this Agreement.

### Article III

#### The Assessment Installment Receivables

**Section 3.01. Representations, Warranties and Covenants as to the Assessment Installment Receivables.**

(a) *Representations and Warranties.* SANBAG hereby represents and warrants to the Company that to SANBAG's knowledge (1) as of the Closing Date for the Assessment Installment Receivables, the information set forth in the Assessment Installment Receivables Schedule will be correct in all material respects, and, (2) as to each Assessment Installment Receivable transferred hereunder, as of the Closing Date:

(i) SANBAG was the sole owner of such Assessment Installment Receivable;

(ii) SANBAG had full right and authority to sell such Assessment Installment Receivable as provided in this Agreement;

(iii) SANBAG sold such Assessment Installment Receivable free and clear of any and all liens, pledges, charges, security interests or any other statutory impediments to transfer created by or imposed upon SANBAG encumbering such Assessment Installment Receivable (but subject to the right of redemption by the related Property Owner), except for liens that will be discharged by the application of the proceeds of the sale thereof;

(iv) the sale of such Assessment Installment Receivable by SANBAG did not contravene or conflict with any laws, rules or regulations applicable to SANBAG;

(v) the Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion were validly levied by SANBAG and, to the best knowledge of SANBAG and its agents and representatives, also validly levied and collected by the County on the secured property tax roll on behalf of SANBAG, in accordance with all applicable provisions of the laws, rules and regulations of the State, the County and of the United States;

(vi) the amount of the Assessment Installment Receivable includes Assessment Installments and Assessment Administrative Fees on the secured tax roll which have been levied by SANBAG and by the County on the secured property tax roll on behalf of SANBAG during the applicable Purchased Tax Year which were delinquent as of the Cut-off Date;

(vii) the Assessment Installment Receivable was secured by a legal, valid, binding and enforceable lien on the related Property;

(viii) the lien of the Assessment Installment Receivable represented a valid, proper and enforceable lien on the related Property, the priority of which was subject only to other Assessment Liens on such Property and to certain other priorities prescribed by statute;

(ix) the amount of such Assessment Installment Receivable includes a 10% penalty on the portion of such Assessment Installment Receivable;

(x) interest payable by the related Property Owner has accrued and will continue to accrue on the delinquent Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion from July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent to the date of payment of such Assessment Installment Receivable at the rate of 1.5% per month (not compounded) as provided in California Revenue and Taxation Code Section 4103;

(xi) such Assessment Installment Receivable had not been discharged or disallowed (in whole or in part) in a bankruptcy proceeding;

(xii) such Assessment Installment Receivable had not been compromised, adjusted or modified (including by the granting of any discounts, allowances or credits, but not including installment payment plans in accordance with law);

(xiii) such Assessment Installment Receivable was not subject to a foreign government's diplomatic immunity from enforcement or treaty with the United States of America;

(xiv) there existed no fact, condition or circumstance that would prevent the County from being able to sell the related Property in a tax sale upon the expiration of a period of five years from July 1 of the Tax Year after the Tax Year in which the Assessment Installments became delinquent;

(xv) no right of rescission, setoff, counterclaim or defense had been asserted with respect to such Assessment Installment Receivable;

(xvi) such Assessment Installment Receivable does not relate to a Property owned by a Property Owner that is subject to any bankruptcy proceeding commenced prior to the Closing Date;

(xvii) such Assessment Installment Receivable does not relate to a Property owned by a federal, state, or local governmental entity; and

(xviii) SANBAG has not waived any penalties or interest with respect to such Assessment Installment Receivable.

(b) *Survival of Representations and Warranties; Liability of SANBAG.*

(i) It is understood and agreed that the representations and warranties set forth in this Section 3.01, Section 2.04 and Section 4.02 shall survive the consummation of the sale of the Assessment Installment Receivables on the Closing Date and shall inure to the benefit of the Company.

(ii) It is understood and agreed that the representations and warranties made by SANBAG in Section 3.01(a) hereof are made solely for the purpose of establishing the criteria for establishing the existence of a Defective Assessment Installment Receivable, and in no case shall SANBAG or any of its officers or employees have any liability based upon any knowledge that such representations and warranties were in fact false at the time they were made, other than the obligation of SANBAG to repurchase Defective Assessment Installment Receivables as provided in this Agreement.

(c) *Defective Assessment Installment Receivables.* Upon discovery by SANBAG or the Company (based on information provided by the County, examination of the Delinquent Tax Roll, or otherwise) of a breach of any of the foregoing representations and warranties (without regard to any knowledge qualifier) that materially and adversely affects the value of any Assessment Installment Receivable (such Assessment Installment Receivable, a "Defective Assessment Installment Receivable"), the party making such discovery shall notify SANBAG or the Company of such discovery.

The Company may, at its option, require SANBAG to repurchase the Defective Assessment Installment Receivable. Under no circumstances will SANBAG have the right to require the resale of a Defective Assessment Installment Receivable to the Company. SANBAG shall have no right to substitute another Assessment Installment Receivable for a Defective Assessment Installment Receivable.

If the Company elects to require SANBAG to repurchase a Defective Assessment Installment Receivable, the Company shall give written notice to SANBAG. Such notice must (i) identify the Defective Assessment Installment Receivable and describe in reasonable detail the nature of the breach, (ii) if the Assessment Installment Receivable Balance as of the Closing Date is determined to be less than the amount thereof shown on the Assessment Installment Receivables Schedule, state the amount of such deficiency and (iii) be accompanied by documentation from the County which reasonably establishes the factual basis for the determination of the breach.

For purposes of clause (ii) of the preceding sentence, if the adjustments to the Assessment Installment Receivable Balance result from adjustments to the Delinquent Tax Roll provided by the County, the Company will use its best reasonable efforts to obtain the reason(s)

for the adjustments from the County, but if the Company is unable to obtain such reasons despite using its best reasonable efforts to do so, such inability shall not be grounds for rejection or disallowance of the adjustment.

(d) *Effect of Reduced Assessment Installment Receivable Amount.* If any Assessment Installment Receivable becomes a Defective Assessment Installment Receivable solely as a result of the determination that the Assessment Installment Receivable Balance as of the Closing Date (or applicable Repurchase Date) was less than the amount set forth on the Assessment Installment Receivables Schedule, then only the amount of the reduction of such Assessment Installment Receivable shall be deemed to be repurchased and such Assessment Installment Receivable, at its reduced Assessment Installment Receivable Balance, shall continue to be an Assessment Installment Receivable for all purposes of this Agreement.

(e) *Cure or Purchase of Defective Assessment Installment Receivables.* As to any Defective Assessment Installment Receivable, on or prior to the next date on which SANBAG receives the normal payments of Assessment Installments and Assessment Administrative Fees from the County following the day on which it is discovered that what was supposed to be an Assessment Installment Receivable is, in fact, a Defective Assessment Installment Receivable, SANBAG shall, at its option, either (A) cure or cause to be cured such breach or (B) pay to the Company, in immediately available funds, the Defective Assessment Installment Receivable Purchase Amount.

If any Assessment Installment Receivable is determined to be a Defective Assessment Installment Receivable prior to the Closing Date, the Defective Assessment Installment Receivable Purchase Amount shall be subtracted from the Purchase Price payable to SANBAG on the Closing Date.

The obligations of SANBAG under this Section 3.01(e) shall constitute the sole remedies available to the Company with respect to a Defective Assessment Installment Receivable and SANBAG shall not incur any other liability to the Company or any other Person because of any inaccuracy of any representation or warranty made under this Section 3.01 with respect to the Assessment Installment Receivables. Upon the repurchase of a Defective Assessment Installment Receivable by SANBAG, the Company shall cause the Assessment Installment Receivables Schedule to be amended to delete the Defective Assessment Installment Receivable, and SANBAG shall have no further liabilities or obligations with respect to such Defective Assessment Installment Receivable.

(f) *Company's Calculation of Defective Assessment Installment Receivables.* The Company shall cause the Company's calculations and/or recalculations of any adjustments made under this Section 3.01 (herein, "Adjustments") to be delivered to SANBAG. SANBAG shall have 10 Business Days after delivery thereof to review the Adjustments and submit to the Company any objections and deliver revised Adjustments to SANBAG. If SANBAG does not respond to any such Adjustments (as they may be revised) within 10 Business Days after delivery, such Adjustments shall be deemed final and binding on SANBAG, and SANBAG shall remit any payment required by Section 3.01(e).

### **Section 3.02. Enforcement and Collection; Assignment of Rights.**

(a) *Enforcement of Rights by the Company.* Subject to the limitations contained in Section 2.07(a), the Company shall be entitled to assert all right, title, and interest of SANBAG in the enforcement and collection of the Assessment Installment Receivables, including but not

limited to SANBAG's lien priority and SANBAG's right to receive the Collections on the Assessment Installment Receivables.

From and after the receipt by SANBAG of the Purchase Price on the Closing Date, SANBAG shall have no rights whatsoever in and to the Purchased Receivables, including but not limited to the right to receive any Collections in respect of the Purchased Receivables, except with respect to Defective Assessment Installment Receivables repurchased by SANBAG in accordance with Section 3.01 hereof.

SANBAG shall cooperate fully with the Company as may be reasonably required by the Company to exercise any rights granted to the Company under this Agreement. SANBAG shall take all actions as may be reasonably required by law fully to preserve, maintain, defend, protect and confirm the interests of the Company in the Purchased Receivables and the Collections.

(b) *Change of Records; Further Actions and Assurances.* On or before the Closing Date, SANBAG shall mark its appropriate records so that, from and after the Closing Date, records of SANBAG shall indicate that such Purchased Receivables have been sold. SANBAG hereby agrees to (i) execute, deliver and cause to be approved and/or recorded all documents, and take all actions, as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify the County of the assignments made under this Agreement, and (ii) execute, deliver and cause to be approved all amendments to any documents under which bonds or other debt secured by the Purchased Receivables were issued as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify any applicable bond trustee, fiscal agent or payment agent of the assignments made under this Agreement.

SANBAG shall take all reasonable actions as may be required to cause the Collections, when remitted by the County to SANBAG, to be remitted as soon as reasonably possible by or on behalf of SANBAG to the Company by federal funds wire transfer. If the Company becomes aware of Collections that have been remitted by the County to SANBAG and not paid to the Company, the Company may notify SANBAG in writing and SANBAG agrees to take all actions required to remit those Collections to the Company as soon as reasonably possible. If any Collections received by SANBAG from the County are not remitted to the Company within 20 business days of such notice, SANBAG agrees to pay to the Company upon demand interest on the amount of such unpaid Collections at the rate of 10% per annum for each day such Collections remain unpaid after such date.

(c) *Covenant Not to Waive Penalties.* SANBAG agrees not to waive all or any portion of delinquency penalties and redemption penalties as permitted by any provision of applicable law with respect to any delinquent Assessment Installments included within the Purchased Receivables.

#### Article IV

#### SANBAG

**Section 4.01. Representations of SANBAG.** SANBAG makes the following representations on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables. The representations speak as of the Closing Date, and shall survive the sale of the Assessment Installment Receivables to the Company.

(a) *Due Organization, Existence and Company.* SANBAG is a joint exercise of powers authority, duly organized and validly existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement dated October 17, 1975, as further amended to date, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to sell the Assessment Installment Receivables and the Collections to the Company, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of the governing board of SANBAG, SANBAG has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of SANBAG, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which SANBAG (or any of its officers in their respective capacities as such) are subject, or by which it or any of its properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of SANBAG or of the voters of SANBAG's member jurisdictions, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of SANBAG, pending or threatened:

(i) in any way questioning the legal existence of SANBAG or the titles of the officers of SANBAG to their respective offices that would have any material likelihood of affecting the obligations of SANBAG under this Agreement;

(ii) contesting the validity or the power and authority of SANBAG to sell the Assessment Installment Receivables to the Company;

(iii) affecting, contesting or seeking to prohibit, restrain or enjoin the execution and delivery of this Agreement, the sale of the Assessment Installment Receivables by SANBAG to the Company, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contesting or affecting the validity of this Agreement or the consummation of the transactions contemplated hereby; or

(v) which may result in any material adverse change relating to SANBAG's ability to comply with its obligations under this Agreement.

**Section 4.02. Additional Representations and Agreements.** SANBAG makes the following additional representations and agreements as of the Closing Date, on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables:

(a) SANBAG has transferred the Assessment Installment Receivables to the Company pursuant to this Agreement, for the Purchase Price specified in this Agreement in cash. The consideration paid to SANBAG represents the fair market value of the Assessment Installment Receivables. This consideration was agreed upon as the result of arm's length negotiations. SANBAG has determined that the transactions contemplated by this Agreement and the related documents provide the maximum available financial benefits to SANBAG consistent with other objectives and requirements of SANBAG.

(b) SANBAG properly treats the transfer of the Assessment Installment Receivables to the Company as a sale pursuant to generally accepted accounting principles.

(c) There are no other agreements between SANBAG and the Company relating to or affecting the Assessment Installment Receivables, other than this Agreement.

(d) SANBAG does not receive any payments with respect to the Assessment Installment Receivables, except pursuant to this Agreement.

(e) SANBAG will mark its appropriate records so that they indicate the Assessment Installment Receivables have been sold. Such records of SANBAG may be in the form of a computer tape, microfiche, or other electronic or computer media.

(f) Sales of assets to the Company by SANBAG, including but not limited to the Assessment Installment Receivables, at all times have constituted and will constitute absolute transfers and conveyances, for fair and reasonably equivalent consideration, of all of the seller's right, title and interest in, to and under those assets for all purposes.

(g) SANBAG at no time has taken or will take any action that is inconsistent with any of the foregoing assumptions and that has given or will give (a) any creditor or future creditor of the Company cause to believe mistakenly that any obligation incurred by SANBAG has been or will be not only the obligation of SANBAG, but also of the

Company, or (b) any creditor or future creditor of either SANBAG or the Company cause to believe mistakenly that SANBAG and the Company have not been or will not continue to remain separate and distinct entities.

**Section 4.03. Representations of Company** Company makes the following representations on which the SANBAG is deemed to have relied in selling the Assessment Installment Receivables to Company. The representations speak as of the Closing Date, and shall survive the sale of the Assessment Installment Receivables to the SANBAG.

(a) *Due Organization, Existence and Company.* Company is a \_\_\_\_\_, duly organized and validly existing under the laws of of the State of \_\_\_\_\_, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to purchase the Assessment Installment Receivables and the Collections from SANBAG, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of Company, Company has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of Company, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which Company (or any of its officers in their respective capacities as such) are subject, or by which it or any of its properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of Company and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending

with service of process accomplished or, to the knowledge of Company, pending or threatened:

- (i) in any way questioning the legal existence of Company or the titles of the officers of Company to their respective offices that would have any material likelihood of affecting the obligations of Company under this Agreement;
- (ii) contesting the validity or the power and authority of Company to purchase the Assessment Installment Receivables from SANBAG;
- (iii) affecting, contesting or seeking to prohibit, restrain or enjoin the execution and delivery of this Agreement, the purchase of the Assessment Installment Receivables by Company from SANBAG, or the payment of Collections on the Assessment Installment Receivables to the Company;
- (iv) in any way contesting or affecting the validity of this Agreement or the consummation of the transactions contemplated hereby; or
- (v) which may result in any material adverse change relating to Company's ability to comply with its obligations under this Agreement.



**Section 5.08. Headings.** The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

**Section 5.09. Governing Law and Venue.** (a) This Agreement shall be construed in accordance with the laws of the State, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

(b) To the extent permitted by law, the parties hereto agree that any and all claims asserted against the Company arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in San Bernardino, California or in the California State Courts located in San Bernardino, California.

(c) If SANBAG commences any action against the Company in a court located other than in San Bernardino, California, upon request of the Company, SANBAG shall either consent to a transfer of the action to a court of competent jurisdiction located in SANBAG, California or, if the court where the action is initially brought will not or cannot transfer the action, SANBAG shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in San Bernardino, California.

(d) To the extent permitted by law, the parties hereto agree that any and all claims asserted against SANBAG arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in San Bernardino County, California or in the California State Courts located in San Bernardino County, California.

(e) If the Company commences any action against SANBAG in a court located other than in San Bernardino County, California, upon request of SANBAG, the Company shall either consent to a transfer of the action to a court of competent jurisdiction located in San Bernardino County, California or, if the court where the action is initially brought will not or cannot transfer the action, the Company shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in San Bernardino County, California.

(f) With respect to any action between SANBAG and the Company in California State Court brought in accordance with the provisions of this Section, SANBAG and the Company each hereby expressly waives and relinquishes any rights either might otherwise have (A) to move to dismiss on grounds of forum non conveniens; (B) to remove to Federal Court; and (C) to move for a change of venue to a California State Court outside the county in which it is pending.

(g) With respect to any action between SANBAG and the Company in Federal Court brought in accordance with the provisions of this Section, SANBAG and the Company each hereby expressly waives and relinquishes any right either might otherwise have to move to transfer the action to another United States Court.

**Section 5.10. Nonpetition Covenants.** Notwithstanding any prior termination of this Agreement, SANBAG shall not, prior to the date which is one year and one day after the termination of this Agreement with respect to the Company, acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or government Company for the purpose of commencing or sustaining a case against the Company under any Federal or

state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Company.

**Section 5.11. Successor Is Deemed Included in All References to Predecessor.** Whenever in this Agreement either SANBAG or the Company is named or referred to, such reference shall be deemed to include the successors thereof, and all the covenants and agreements in this Agreement by or for the benefit of SANBAG and Company shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

**Section 5.12. Waiver of Personal Liability.** No member, officer, agent or employee of the Company or SANBAG shall be individually or personally liable for the payment of any amount due hereunder or be subject to any personal liability or accountability by reason of the transactions described herein; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

*[Next page is signature page]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year first above written.

SAN BERNARDINO ASSOCIATED  
GOVERNMENTS

By \_\_\_\_\_  
Name:  
Title:

Approved as to Form:

By: \_\_\_\_\_  
General Counsel

RENOVATE AMERICA, INC.

By \_\_\_\_\_  
Name:  
Title:

Attachment: Clean 10\_6\_15\_6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2280 :

**EXHIBIT A**

**Assessment Installment Receivables Schedule**

Property Owner	Situs Address	APN	Bond Series	Amount of Delinquent Assessment Installments
Total				

Attachment: Clean 10\_6\_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate

## GENERAL POLICY COMMITTEE ATTENDANCE RECORD – 2015

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Paul Eaton</b> City of Montclair	**		X	X	X	X	**	X	X			
<b>Bill Jahn</b> City of Big Bear Lake	**	X	X	X	X	X	**	X	X			
<b>Joel Klink</b> City of Twentynine Palms	**	X	X	X	X	X	**	X	X			
<b>Robert Lovingood</b> Board of Supervisors	**	X			X	X	**	X	X			
<b>Larry McCallon</b> City of Highland	**			X			**		X			
<b>L. Dennis Michael</b> City of Rancho Cucamonga	**	X		X	X		**		X			
<b>Ryan McEachron</b> City of Victorville	**	X	X	X		X	**	X	X			
<b>Dick Riddell</b> City of Yucaipa	**	X	X	X	X	X	**	X	X			
<b>Rhodes “Dusty” Rigsby</b> City of Loma Linda	**	X	X	X	X		**	X	X			
<b>Janice Rutherford</b> Board of Supervisors	**		X	X	X	X	**	X	X			
<b>James Ramos</b> Board of Supervisors	**	X	X			X	**	X	X			
<b>Michael Tahan</b> City of Fontana	**		X	X		X	**	X	X			
<b>Alan Wapner</b> City of Ontario	**	X	X	X	X	X	**	X	X			
<b>Dennis Yates</b> City of Chino	**						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 Record (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 <sup>st</sup> 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