San Bernardino Associated Governments

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

AGENDA
Board of Directors Meeting
November 4, 2015

*****Start Time: 10:00 a.m. (CLOSED SESSION)*****
1170 W. 3rd Street, San Bernardino, CA 92410, 2nd Fl. (The Super Chief)

****Convene Regular Meeting at 10:15 a.m.****
1st Floor Lobby

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

Board of Directors

President
Ryan McEachron, Council Member
City of Victorville

Vice-President
Robert Lovingood, Supervisor
County of San Bernardino

Rich Kerr, Mayor
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Bill Jahn, Mayor Pro Tem
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Frank Navarro, Mayor Pro Tem
City of Colton

Michael Tahan, Mayor Pro Tem
City of Fontana

Darcy McNaboe, Mayor
City of Grand Terrace

Mike Leonard, Council Member
City of Hesperia

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Edward Paget, Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Jon Harrison, Mayor Pro Tem
City of Redlands

Deborah Robertson, Mayor
City of Rialto

R. Carey Davis, Mayor
City of San Bernardino

Joel Klink, Mayor
City of Twentynine Palms

Ray Musser, Mayor
City of Upland

Dick Riddell, Council Member
City of Yucaipa

George Huntington, Mayor
Town of Yucca Valley

Janice Rutherford, Supervisor
County of San Bernardino

James Ramos, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

John Bulinski, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Eileen Teichert, *SANBAG Counsel*

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

AGENDA

Board of Directors
November 4, 2015

*****10:00 a.m. (CLOSED SESSION)*****
1170 W. 3rd St., 2nd Fl. (The Super Chief)
San Bernardino, CA

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
   Pursuant to Government Code Section 54956.9(d)(1)
   City of Colton v. San Bernardino Associated Governments, State of California and Caltrans
   San Bernardino Superior Court Case No. CIVDS1417765

** Convene Regular Meeting at 10:15 a.m. **
1170 W. 3rd Street, 1st Floor Lobby, San Bernardino

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

CALL TO ORDER

(Meeting Chaired by Ryan McEachron)

i. Pledge of Allegiance
ii. Attendance
iii. Announcements
   Calendar of Events
iv. Agenda Notices/Modifications

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.

CONSENT CALENDAR

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

Consent - Administrative Matters

2. August/September 2015 Procurement Report

Receive the August and September 2015 Procurement Report.
Presenter: William Stawarski

This item was received by the General Policy Committee on October 14, 2015.

3. Investment Policy No. 20100

That the Board approve amending SANBAG Investment Policy No. 20100 adding Paragraph N permitting investment in certain obligations issued by SANBAG entities.
Presenter: William Stawarski

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 14, 2015. SANBAG General Counsel has reviewed this item and the policy amendment.

4. Meeting Procedures and Rules of Conduct

Approve modifications to the SANBAG Meeting Procedures and Rules of Conduct.
Presenter: Duane Baker

This item was reviewed and recommended for approval by the General Policy Committee on October 14, 2015. SANBAG General Counsel has reviewed this item.

Consent - 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.

That 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.
Presenter: Duane Baker

This item was reviewed and recommended for approval (8-0-1; Abstained: Wapner) by the General Policy Committee on October 14, 2015. SANBAG General Counsel has reviewed this item and the amendments.

Consent - Project Delivery

6. Interstate 215 University Parkway Interchange Memorandum of Understanding and Cooperative Agreement

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

A. Approve an exception to Measure I Strategic Plan Policy 40005 and allow the City of San Bernardino to act as the Sponsoring Agency for the Interstate 215 University Parkway Interchange project instead of the County of San Bernardino.

B. Approve Memorandum of Understanding No. 15-1001217 with the City of San Bernardino for the development of the Interstate 215 University Parkway Interchange project.

C. Approve Cooperative Agreement No. 16-1001335 with the City of San Bernardino for the delivery of the Project Approval and Environmental Document (PA/ED), Plans, Specifications, and Estimates (PS&E), and Right of Way (ROW) phases of the Interstate 215 University Parkway Interchange Improvement Project defining project roles, responsibilities, and funding including designating SANBAG as the lead agency for these phases. An estimated receivable amount of $242,942, for the City's cost share of these phases as well as SANBAG Project Management costs is specified in the agreement, and the Public Share is estimated at $122,255.

D. Authorize the SANBAG Chief Financial Officer to enter into an escrow agreement with the City of San Bernardino, pursuant to the terms of Cooperative Agreement No. 16-1001335, subject to approval as to form by SANBAG General Counsel.

E. Authorize release of Request for Proposals (RFP) No. 16-1001359 for Engineering and Environmental services for the PA/ED and PS&E phases for the I-215 University Parkway Interchange Project.

Presenter: Garry Cohoe

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 15, 2015. SANBAG General Counsel and Procurement Manager have reviewed this item, and drafts of the MOU, Cooperative Agreement and RFP scope of work.

7. Budget Amendment to Interstate 215 Mount Vernon/Washington

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

Approve amendment to the adopted 2015/2016 Fiscal Year Budget to add Sub Task 0845 I-215 Mount Vernon/Washington Interchange to Task 0820 Freeway Projects, adding a budget for Sub Task 0845 of $100,000.00 for staff time and legal support services.

Presenter: Garry Cohoe

This item was reviewed and recommended for approval (16-0-1; Abstained: Navarro) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 15, 2015. SANBAG General Counsel has reviewed this item.

Consent - Regional/Subregional Planning

8. Final Countywide Transportation Plan

That 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.
Presenter: Steve Smith

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 14, 2015.

9. Active Transportation Program Award List and Ten Point Allocation Methodology

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

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.

C. Approve fully funding the shortfall in Hesperia's Bear Valley Road Bicycle Bypass Phase II with $135,000 in surplus funds available from the ATP MPO Portion and fully funding the shortfall in the City of Needles In-fill Sidewalks project with Transportation Development Act (TDA) Article 3 Program funds in the amount of $231,214.
Presenter: Steve Smith

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 14, 2015. This item was reviewed and recommended for approval on October 16, 2015 without a quorum of the Mountain/Desert Policy Committee present.

10. Caltrans Sustainable Transportation Planning Grant Submittal

That 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.
Presenter: Steve Smith

This item was reviewed by the General Policy Committee on October 14, 2015.

11. Valley Freeway Interchange Prioritization and Phasing Options

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

A. Implement a Phasing Program within the Valley Freeway Interchange Program in collaboration with local jurisdictions and Caltrans. The improvements represent primarily ramp and intersection projects for fourteen (14) phases in the West Valley and thirteen (13) phases in the East Valley. SANBAG staff is directed to work with local jurisdictions and Caltrans to come back to the Board with a project sequencing and financial plan that can be included with the 2016 update of the 10-Year Delivery Plan.

B. Direct staff to reprioritize and develop an implementation strategy for the remaining Valley interchanges based on costs to be updated in the 2015 Development Mitigation Nexus Study. Interchanges that are included in the phasing program may need to be re-prioritized once it is determined by local jurisdictions whether they are prepared to proceed with the phasing plan. Options to be considered in the implementation strategy include: constructing partial interchanges, in coordination with Caltrans and the Federal Highway Administration; constructing interchange improvements in conjunction with the I-10 and I-15 mainline projects; permitting jurisdictions to advance interchange construction with the possibility of being reimbursed with future Measure I funds; or constructing interchanges in the event funds become available through currently unforeseen state and/or federal funding programs. SANBAG will continue to pursue additional state/federal funding for interchanges when the opportunities arise.

C. Based on Recommendations A and B, develop revisions to Measure I Strategic Plan Policy 40005 for subsequent consideration by the SANBAG Board.
Presenter: Steve Smith

This item was reviewed and recommended for approval (17-0-0) with a quorum of the board present at the Board of Directors Metro Valley Study Session on October 15, 2015.

Consent - Transit/Rail

12. Management Analyst II Position for Railroad Right-of-Way Management

That the Board:

A. Approve the use of a vacant Management Analyst II position originally budgeted for the Vanpool Program for a new railroad right-of-way management position.

B. Approve an expense budget amendment to the SANBAG Fiscal Year 2015/2016 Budget to increase Task No. 0377 Commuter Rail Operating by $125,000 in Rail Assets as the fund source for the right-of-way management position is different than the Vanpool Program position.
Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 15, 2015.

13. Amendment 2 to Contract No. C12009 with Parsons Brinckerhoff for Construction Management for the Downtown San Bernardino Passenger Rail Project and Eastern Maintenance Facility Project

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

Approve Amendment No. 2 to Contract No. C12009 with Parsons Brinckerhoff for construction management services on the Eastern Maintenance Facility Project and Downtown San Bernardino Passenger Rail Project, increasing the total contract amount by $3,193,391, to be funded with Local Transportation Fund – Rail, for an amended not-to-exceed amount of $9,744,930.72 and extending the contract term through December 31, 2017.
Presenter: Carrie Schindler

This item was reviewed and recommended for approval (7-0-1; Abstained: Wapner) by the Commuter Rail and Transit Committee on October 15, 2015. SANBAG General Counsel and Procurement Manager have reviewed this item and the contract amendment.

14. August 2015 Right-of-Way Grants of Use Report

Receive August 2015 Right-of-Way Grants of Use Report.
Presenter: Carrie Schindler

This item was received by the Commuter Rail and Transit Committee on October 15, 2015.

15. Redlands Passenger Rail Project - Operations and Maintenance Approach

That the Board:

A. Authorize the Executive Director or his designee to begin negotiations with the Southern California Regional Rail Authority to provide Maintenance of Way and Dispatching services for the Redlands Passenger Rail Project; and

B. Authorize the Executive Director or his designee to begin negotiations with Omnitrans to provide Maintenance of Equipment and Rail Operations services for the Redlands Passenger Rail Project.

C. Approve modifications to Valley Metrolink/Passenger Rail Program Measure I 2010 – 2040 Strategic Plan Policy 40007 as shown in Attachment 1.
Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 15, 2015.

16. Cash Advance to Southern California Regional Rail Authority for Locomotive Procurement Down Payment

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

A. Approve a $3,329,321.00 cash advance in Valley Local Transportation Funds to the Southern California Regional Rail Authority for San Bernardino Associated Governments' share of the down payment for purchase of new locomotives.

B. Approve an expense budget amendment to the SANBAG Fiscal Year 2015/2016 Budget to increase Task No. 0379 Commuter Rail Capital by $3,329,321.00 in Valley Local Transportation Funds for a new task total of $10,843,927.00.
Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 15, 2015.

17. Omnitrans E Street Corridor sbX/Bus Rapid Transit Project

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

A. Approve Funding Agreement No. 15-1001261 with Omnitrans for the E Street Corridor sbX/Bus Rapid Transit Project, in an amount not-to-exceed $1,715,283 to be funded with previously allocated Measure I Valley Express Bus/Bus Rapid Transit Program Funds, including reimbursement of costs incurred January 1, 2015 and later.

B. Approve an expense budget amendment to the SANBAG Fiscal Year 2015/2016 budget to increase Task No. 0311 Transit Capital by $1,715,283 in Measure I Valley Express Bus/Bus Rapid Transit Program Funds for a new task total of $2,376,771.
Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 15, 2015. SANBAG General Counsel and Procurement Manager have reviewed this item and the agreement.

18. Sub-recipient Funding Agreement with Omnitrans for the SANBAG County-Wide Vanpool Program

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

A. Approve Contract 15-1001265 with Omnitrans to define roles and responsibilities as a sub-recipient to Omnitrans for Federal Congestion Mitigation and Air Quality (FTA) 5307 - CMAQ funds for the SANBAG County-Wide Vanpool Program;

B. Approve changing the County-Wide Vanpool Program from the Transit and Passenger Rail Program to Commuter and Motorist Assistance Program.
Presenter: Carrie Schindler

This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on October 15, 2015. SANBAG General Counsel and Procurement Manager have reviewed this item and the contract.

Consent - Council of Governments

19. Purchase and Sale Agreement for HERO Assessment Receivables

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.
Presenter: Duane Baker

This item was reviewed and recommended for approval by the General Policy Committee on October 14, 2015. SANBAG General Counsel has reviewed this item.

Consent - Transportation Programming and Fund Administration

20. Request for Cooperative Work Agreement from California Department of Finance

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

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

i. Palm Avenue grade separation right of way phase: $381,708 in Congestion Mitigation and Air Quality fund

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

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 15, 2015.

Consent Calendar Items Pulled for Discussion

Items removed from the Consent Calendar shall be taken under this item in the order they were presented on the agenda.

DISCUSSION ITEMS

Discussion - Administrative Matters

21. Insurance Premium Update

A. Approve the recommended Program Year 2015/2016 workers compensation policy renewal and premium with Zenith Insurance Company, and

B. Authorize the Executive Director or his designee to execute the insurance renewal documentation.
Presenter: Hilda Flores

This item has not received prior policy committee or technical advisory committee review. SANBAG General Counsel has reviewed this item.

Discussion - Transportation Programming and Fund Administration

22. Budget Amendment for Advance Expenditure Agreement C13128 with the City of Big Bear Lake

That the Board, acting in its capacity as the San Bernardino County Transportation Authority, approve a Budget Amendment to increase Task 0550 – Programming by $1,000,000 to be funded by Measure I 2010-2040 Mountain Fund – Major Local Highway.
Presenter: Andrea Zureick

This item was reviewed and recommended for approval without a quorum present at the October 16, 2015 Mountain/Desert Policy Committee.

23. Contract Amendment C14021-01 for the I-40 Needles Connector Project

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

A. Allocate $50,000 in Colorado River Subarea Major Local Highway Program funds to the City of Needles for the Needles Connector Project; and

B. Approve Contract Amendment C14021-01 for the I-40 Needles Connector Project increasing the amount to $190,290.
Presenter: Andrea Zureick

This item was reviewed and recommended for approval without a quorum present at the October 16, 2015 Mountain/Desert Policy Committee. This item and the draft amendment have been reviewed by General Counsel.

Discussion - Regional/Subregional Planning

24. Congestion Management Program Monitoring Update and Contract Award

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

A. 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.

B. 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.

Presenter: Steve Smith

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 14, 2015. SANBAG General Counsel and Contract Administrator have reviewed this item and the contract.

25. Allocation to the High Desert Corridor Joint Powers Authority for the Investment Grade Passenger Rail Revenue Study

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

A. Allocate up to $200,000 in Victor Valley Fund – Project Development and Traffic Management Systems Program Funds to the High Desert Corridor Joint Powers Authority for the Investment Grade Passenger Rail Ridership and Revenue Study for the high speed rail component of the High Desert Corridor.

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

B. Approve Funding Agreement 16-1001410, consistent with the terms set out in this report and in a form approved by Commission General Counsel, in an amount up to $200,000 with the High Desert Corridor Joint Powers Authority (HDCJPA) for the Investment Grade Passenger Rail Ridership and Revenue Study for the high speed rail component of the High Desert Corridor.

C. Authorize the SANBAG Executive Director to finalize the amount of Commission contribution to the HDCJPA, up to the $200,000 limit identified in Recommendation A and to execute the Funding Agreement.

Presenter: Steve Smith

This item has not received prior policy committee or technical advisory committee review. General Counsel and the Procurement Manager have reviewed this item and the draft MOU.

Discussion - Project Delivery

26. I-10 Corridor Project - Reconfirm Locally Preferred Alternative

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

Reconfirm Express Lanes as the Locally Preferred Alternative for the I-10 Corridor Project.
Presenter: Garry Cohoe

This item was reviewed and recommended for approval (4-2-0; Opposed: Gonzales and Rigsby) by the I-10 and I-15 Joint Sub-Committee on October 15, 2015.

Discussion - Transportation Programming and Fund Administration

27. Consolidated Transportation Services Agency Structure in San Bernardino Valley

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

A. Receive the Omnitrans Proposed Transition Plan and Financial Analysis for a Consolidated Transportation Services Agency Designation dated September 2, 2015, and included as Attachment 1.

B. Receive the VTrans Response to Omnitrans/VTrans Transition Plan dated September 9, 2015, and included as Attachment 2.

C. Receive the Omnitrans response to the SANBAG staff request for additional information dated October 27, 2015, and included as Attachment 3.

D. Affirm that it is in the best interest of the taxpayer to consolidate the operations of the Consolidated Transportation Services Agency under Omnitrans, which allows for direct coordination of services and accrual of operations savings for reinvestment into services for senior citizens and persons with disabilities.

E. Approve Resolution No. 16-005 designating Omnitrans to act as a Consolidated Transportation Services Agency for the Valley Measure I Subarea for a period of five years.
Presenter: Andrea Zureick

This item has not received prior review by any policy committee or technical advisory committee. SANBAG General Counsel has reviewed the draft Resolution.

Comments from Board Members

Brief Comments from Board Members

Executive Directors Comments

Brief Comments from the Executive Director

Public Comment

Brief Comments from the General Public

ADJOURNMENT

Additional Information

Attendance
SANBAG Entities
Acronym List

Agency Reports

South Coast Air Quality Management District Agency Report
Mobile Source Air Pollution Reduction Review Committee Agency Report

Committee Membership

Representatives on SCAG Committees
Appointments to External Agencies
SANBAG Committee Memberships

Mission Statement

Mission Statement

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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

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

Attendance.

- The Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.
- A Member/Alternate, who arrives after attendance is taken, shall announce his/her name prior to voting on any item.
- A Member/Alternate, who wishes to leave the meeting after attendance is taken but before remaining items are voted on, shall announce his/her name and that he/she is leaving the meeting.

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on "Request to Speak" forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.
- The "aye" votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion, shall individually and orally state the Member's "nay" vote or abstention. Members present who do not individually and orally state their "nay" vote or abstention shall be deemed, and reported to the public, to have voted "aye" on the motion.

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008
Revised March 2014

Important Dates to Remember…

November 2015

SANBAG Meetings – Scheduled:			
General Policy Committee	Nov 11	CANCELLED	
Commuter Rail/Transit Committee	Nov 12	9:00 am	SANBAG Lobby, 1st Floor
Metro Valley Study Session	Nov 12	9:30 am	SANBAG Lobby, 1st Floor
I-10/I-15 Corridor Joint Sub-Committee	Nov 12	CANCELLED	
Mountain/Desert Committee	Nov 13	CANCELLED	

Other Meetings/Events:			
I-15 Corridor Project - Public Open House	Nov 12	5:00pm –8:00pm	Ontario Airport Hotel & Conference Center 700 N Haven Ave, Ontario, CA 91764

SANBAG Offices will be CLOSED:

- **Wednesday, November 11, for Veterans' Day**
- **Thursday-Friday, November 26-27, for the Thanksgiving Holiday**

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

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 1

Date: November 4, 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:

Closed Session #1 – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

City of Colton

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
5	C11213	Pepe's Towing Service, Inc. *Grant Byrd*	
5	C12104	Pepe's Towing Service, Inc. *Grant Byrd*	
13	C12009	Parsons Brinkerhoff *Doug Sawyer*	Leighton Consulting Lynn Capouya Pacific Railway Enterprise Project Design Consultants RAW International RH & Associates SECA IRC Simon Wong
19	16-1001-402	Renovate America *JP McNeill*	N/A
24	16-1001364	Iteris, Inc. *Sandra Lennie*	N/A

Entity: CMA, COG, CTA, CTC, SAFE

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:

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 2

Date: November 4, 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 was received by the General Policy Committee on October 14, 2015.

Responsible Staff:
William Stawarski, Chief Financial Officer

Entity: CMA, COG, CTA, CTC, SAFE

Approved
Board of Directors
Date: November 4, 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: Attachment A (2304 : Procurement Report)

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

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Attachment: Attachment A (2304 : 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 $1,705,921.00 CTO 1.1 $174,350.00 CTO 1.2 $21,897.31 CTO 3.1 $21,811.68 CTO 6 $21,833.00 CTO 9 $12,995.00 CTO 11 $23,200.00 CTO 13 $5,588.51 CTO 12 $10,896.00 CTO 13 $5,588.51	Original $100,530.14 Amendment 1 $11,250.00 Amendment 2 $0.00 Total: $111,780.14

Attachment: Attachment A (2304 : 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 (2304 : 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 30th 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 30th. SANBAG's goal is to complete the conversion before December 31, 2015.	$50,000.00

Attachment: Attachment A (2304 : 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
			Total	**$164,298.21**

Attachment: Attachment A (2304 : 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	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. G/M was unable to use an existing piece since a customized size is required to build cubicles.	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 (2304 : 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
				Total	**$370,000**

Attachment: Attachment B (2304 : Procurement Report)

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 3

Date: November 4, 2015

Subject:
Investment Policy No. 20100

Recommendation:
That 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. 20100, 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 phase 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 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 was reviewed and unanimously recommended for approval by the General Policy Committee on October 14, 2015. SANBAG General Counsel has reviewed this item and the policy amendment.

Responsible Staff:
William Stawarski, Chief Financial Officer

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

San Bernardino Associated Governments		Policy	20100
Adopted by the Board of Directors	October 2, 1996	Revised	9/2/15
Investment Policy		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.

Table of Contents

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

I. PURPOSE

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

II. POLICY

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

III. INVESTMENT GOALS

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

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

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

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

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

IV. PRUDENT INVESTOR STANDARD

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

When investing, reinvesting, purchasing, acquiring, exchanging, selling, 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.

Attachment: Policy20100 (2345 : Investment Policy No. 20100)

V. SCOPE

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

VI. DELEGATION OF AUTHORITY

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

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

VII. CONFLICTS OF INTEREST

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

VIII. PORTFOLIO MATURITY LIMITS

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

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

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

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

IX. ALLOWABLE INVESTMENTS FOR SANBAG OPERATING FUNDS

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

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

A. Government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest.

B. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. No more than 40% of SANBAG's investment portfolio may be invested in the obligations of any one federal agency or United States government-sponsored enterprise.

C. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations of the State of California or any California local agency may not represent more than 20% of SANBAG's portfolio and no more than 10% may be invested in the obligations of any one issuer.

D. Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned,

Attachment: Policy20100 (2345 : Investment Policy No. 20100)

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.

Attachment: Policy20100 (2345 : Investment Policy No. 20100)

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 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.~~

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

P~~O~~. 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

Attachment: Policy20100 (2345 : Investment Policy No. 20100)

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.

X. ADDITIONAL ALLOWABLE INVESTMENTS FOR BOND PROCEEDS ONLY

A. California Asset Management Program (CAMP)’s money market pool, which is rated AAAm and has an average maturity of 60 days or less and its separately managed portfolio.

B. Investment agreement with an AA rated bank or collateralized investment agreement with an A rated bank or an investment acceptable to a bond insurance company and approved specifically by the SANBAG Board.

C. Debt service reserve funds and debt service funds may be invested longer than five years as long as they are permitted by state law and investments are readily available for bond payments and other bond purposes (refundings, defeasance, etc.).

D. U.S. Treasury Securities and State and Local Government Securities having a maturity longer than five years are permitted for escrowed defeasances.

E. Forward purchase agreements, forward delivery agreements and debt service reserve agreements approved specifically by the SANBAG Board.

F. Other investments as permitted by bond indentures.

XI PROHIBITED INVESTMENT TRANSACTIONS

Any investment not specifically allowed by this policy is prohibited.

XII. INVESTMENT IN "DERIVATIVE" SECURITIES

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

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

XIII. LEVERAGING

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

XIV. SAFEKEEPING OF SECURITIES

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

XV. COMPETITIVE BIDDING OF INVESTMENTS

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

Attachment: Policy20100 (2345 : Investment Policy No. 20100)

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.

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.

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.

Attachment: Policy20100 (2345 : Investment Policy No. 20100)

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

Attachment: Policy20100 (2345 : Investment Policy No. 20100)

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

Attachment: Policy20100 (2345 : Investment Policy No. 20100)

San Bernardino Associated Governments

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

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

Minute Action

AGENDA ITEM: 4

Date: November 4, 2015

Subject:
Meeting Procedures and Rules of Conduct

Recommendation:
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 imposes no impact on the adopted Fiscal Year 2015/2016 budget.

Reviewed By:
This item was reviewed and recommended for approval by the General Policy Committee on October 14, 2015. SANBAG General Counsel has reviewed this item.

Responsible Staff:
Duane Baker, Director of Management Services

Approved
Board of Directors
Date: November 4, 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. 3rd Street, 2nd Floor, San Bernardino, CA.

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

Agenda Actions – Items listed on both the "Consent Calendar" and "~~Items for~~ Discussion" contain ~~suggested~~ 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~~y~~.

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!

Governments SANBAG Working Together

San Bernardino Associated Governments

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

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

Minute Action

AGENDA ITEM: 5

Date: November 4, 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 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 2nd Street. Beat 7 provides coverage along I-215 from 2nd Street to Palm/Kendall Avenue. The contracts were for a total of three (3) years with two one-year options.

Entity: CMA, CTC

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 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 was reviewed and recommended for approval (8-0-1; Abstained: Wapner) by the General Policy Committee on October 14, 2015. SANBAG General Counsel has reviewed this item and the amendments.

Responsible Staff:
Duane Baker, Director of Management Services

Approved
Board of Directors
Date: November 4, 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 [X] No

Description: Freeway Service Patrol Beat 6

Start Date: 1/1/2012 Expiration Date: 12/31/2015 Revised Expiration Date: 2/28/2017

Has Contract Term Been Amended? [ ] No [X] 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:

[X] Board of Directors Date: 11/4/2015

Board of Directors Action: Approve Amendment 6 to C11213

[X] Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: [ ] Capital [ ] PAA [ ] X

[ ] Retention: % Maximum Retention: $ -

Services: [ ] Construction [ ] Intrgrnt/MOU/COOP [ ] A & E Services [X] 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 (2319 : 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.

Attachment: C11213_06 (2319 : Pepes Towing Beats 6 & 7 Option Years)

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----------

Attachment: C11213_06 (2319 : Pepes Towing Beats 6 & 7 Option Years)

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

PEPE'S TOWING SERVICE, INC.

By: _____
Grant Bryd
FSP Manager

Date: _____

SANBAG

By: _____
Ryan McEachron
SANBAG Board President

Date: _____

APPROVED AS TO FORM:

By: _____
Robert D. Herrick
Asst. General Counsel

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment: C11213_06 (2319 : 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
Beat 3 coverage services performed in 2012 Amendment 1:					
FY 2012/2013 (1/11/2013-4/30/2013)	588	41	629	$31,764.50	$63,529.00
Add Beat 6 Mid-Day construction Beat 2013 Amendment 2					
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
Add Beat 2 Coverage 2014 Amendment 3					
FY13/14	315	23	338	$18,252.00	$36,504.00
Beat 6 Option Year 1 – 1/1/15-12/31/15 Amendment 4					
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
Add Beat 6 Mid-Day construction Beat 2015 Amendment 5					
FY 2014/2015	800		800	40,000.00	41,739.44
Beat 6 Option Year 2 1/1/16-2/28/17 Amendment 6					
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
Contract Total:					**1,287,685.00**

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.

Attachment: C11213_06 (2319 : Pepes Towing Beats 6 & 7 Option Years)

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 [X] No

Description: Freeway Service Patrol Beat 7

Start Date: 3/1/2012 Expiration Date: 2/29/2016 Revised Expiration Date: 2/28/2017

Has Contract Term Been Amended? [ ] No [X] 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:

[X] Board of Directors Date: 11/4/2015

Board of Directors Action: Approve Amendment 2 to C12104

[X] Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: [ ] Capital [ ] PAA [ ] X

[ ] Retention: % Maximum Retention: $ -

Services: [ ] Construction [ ] Intrgrnt/MOU/COOP [ ] A & E Services [X] 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 (2319 : 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."

Attachment: C12104-02 (2319 : Pepes Towing Beats 6 & 7 Option Years)

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.

By: _____
Grant Byrd
FSP Manager

Date: _____

SANBAG

By: _____
Ryan McEachron
SANBAG Board President

Date: _____

APPROVED AS TO FORM:

By: _____
Robert D. Herrick
Asst. General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Attachment: C12104-02 (2319 : 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
Beat 7 Option Year 1 – 3/1/15-2/29/16					
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
Beat 7 Option Year 2 – 3/1/16-2/28/17					
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
Contract Total:	**7,091**	**496.52**	**7,587.52**	**$379,376.00**	**$973,152.00**

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 (2319 : Pepes Towing Beats 6 & 7 Option Years)

San Bernardino Associated Governments

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

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

Minute Action

AGENDA ITEM: 6

Date: November 4, 2015

Subject:
Interstate 215 University Parkway Interchange Memorandum of Understanding and Cooperative Agreement

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

A. Approve an exception to Measure I Strategic Plan Policy 40005 and allow the City of San Bernardino to act as the Sponsoring Agency for the Interstate 215 University Parkway Interchange project instead of the County of San Bernardino.

B. Approve Memorandum of Understanding No. 15-1001217 with the City of San Bernardino for the development of the Interstate 215 University Parkway Interchange project.

C. Approve Cooperative Agreement No. 16-1001335 with the City of San Bernardino for the delivery of the Project Approval and Environmental Document (PA/ED), Plans, Specifications, and Estimates (PS&E), and Right of Way (ROW) phases of the Interstate 215 University Parkway Interchange Improvement Project defining project roles, responsibilities, and funding including designating SANBAG as the lead agency for these phases. An estimated receivable amount of $242,942, for the City's cost share of these phases as well as SANBAG Project Management costs is specified in the agreement, and the Public Share is estimated at $122,255.

D. Authorize the SANBAG Chief Financial Officer to enter into an escrow agreement with the City of San Bernardino, pursuant to the terms of Cooperative Agreement No. 16-1001335, subject to approval as to form by SANBAG General Counsel.

E. Authorize release of Request for Proposals (RFP) No. 16-1001359 for Engineering and Environmental services for the PA/ED and PS&E phases for the I-215 University Parkway Interchange Project.

Background:
The Interstate 215 (I-215) University Parkway Interchange is the fifth highest priority project in the Measure I 2010-2040 Freeway Interchange Program. University Parkway is a major arterial in the City of San Bernardino servicing the California State University, San Bernardino campus. This location has been experiencing high levels of traffic congestion resulting in substantial delays for travelers. In accordance with the SANBAG Nexus Study, the SANBAG Public Share of the Project is 84.2% and the Development Share is 15.8%. Although the County of San Bernardino has the majority share of the Development Share at 57.1%, the City of San Bernardino has requested that they act in the capacity of the Sponsoring Agency, as defined by Measure I Strategic Plan Policy 40005 and solely enter the funding agreements with SANBAG, assuming responsibility for 100% of the Development Share.

Entity: CTA

Currently, the Project Study Report (PSR) work is underway with the City of San Bernardino as the lead agency. The Project Development Team is presently evaluating various alternatives to address traffic needs at the interchange. Based on preliminary studies and analyses, it appears that a Diverging Diamond Interchange (DDI) concept may be the most cost effective alternative for this location.

A DDI uses crossover movements at the ramp intersections, which better accommodates left turns and eliminates a phase in the signal cycle. This concept is new to California, but has been used successfully in other states. This alternative could provide an estimated capital savings of over $10 million. In addition, a DDI configuration has a reduced project footprint, thereby minimizing the need for additional right of way. According to a preliminary traffic analysis, the DDI alternative addresses traffic needs sufficiently up to the 20-year design horizon of 2040. Caltrans staff and the Federal Highway Administration (FHWA) have indicated support for this interchange concept.

Based on the cost effectiveness of this alternative and because this project would have minimal right of way impacts, SANBAG and City Staff are recommending that MOU No. 15-1001217 identify the DDI as the project baseline alternative for cost and funding purposes. In the event that another alternative is selected, the agreement would be brought back to the Board to be amended. The MOU does not commit SANBAG or the City to perform work or provide funding for the Project but documents the overall framework and funding necessary to complete all phases of the Project.

In conjunction with the MOU, Cooperative Agreement No. 16-1001335 was jointly developed by the City and SANBAG which defines the specific roles and funding responsibilities for the PA/ED, PS&E, and ROW phases of the Project. The City is required to deposit its estimated share into an escrow account for eligible project expenditures. Similar to the MOU, SANBAG staff and City staff are recommending that the agreement assume that the DDI would be the baseline alternative. In the event that another alternative is selected, the agreement would be brought back to the Board to be amended. Cooperative Agreement No. 16-1001335 designates SANBAG as the lead agency for these phases of work.

As shown in Attachment A of Cooperative Agreement No. 16-1001335, the estimated cost for the preliminary design, environmental approval, final design, and right of way is $1,442,505 with a Federal funding buy-down of $1,077,305. Public Share contribution is estimated at $122,225 and Development Share contribution is estimated at $242,942. The Public Share is funded with Measure I Valley Freeway Interchange Funds. The Development Share includes an estimated cost of $220,000 for SANBAG Project Management costs as in accordance with Measure I Strategic Plan Policy 40005/VFI-35 the local agency is responsible for these costs.

The current PSR work will be complete in early 2016. Starting the procurement process now for the next project phases will minimize project delivery delay. As such, staff is also requesting that the Board authorize the release of RFP 16-1001359 to solicit proposals for environmental and engineering services for the project.

Staff is recommending Board approval of MOU 15-1001217, the exception to Measure I Strategic Plan Policy 40005 to allow the City of San Bernardino to act as a sponsoring agency, Cooperative Agreement No. 16-1001335 with the City of San Bernardino to commence work on

the I-215 University Parkway Interchange Project and release of RFP 16-1001359 for environmental and engineering services.

Financial Impact:
Approval of the Memorandum of Understanding 15-1001217 has no direct financial impact. Approval of the cooperative agreement is consistent with the Fiscal Year 2015/2016 Budget, Sub-Task No. 0853. The funding sources include Measure I Valley Freeway Interchange Funds and Local Funds.

Reviewed By:
This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 15, 2015. SANBAG General Counsel and Procurement Manager have reviewed this item, and drafts of the MOU, Cooperative Agreement and RFP scope of work.

Responsible Staff:
Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001217 Amendment No.: Vendor No.: 1901

Vendor/Customer Name: City of San Bernardino Sole Source? [x] Yes [ ] No

Description: I-215 University Parkway Interchange MOU

Start Date: 11/4/2015 Expiration Date: 12/31/2019 Revised Expiration Date:

Has Contract Term Been Amended? [x] No [ ] Yes - Please Explain

List Any Related Contracts Nos.: 16-1001335

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

Contract Authorization

[ ] Executive Director Date:

Executive Director Action:

[x] Board of Directors Date: 11/4/2015

Board of Directors Action: Approve MOU No. 15-1001217

[X] Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: [ ] Capital [ ] PAA [X] Other

[ ] Retention: % Maximum Retention: $ -

Services: [ ] Construction [X] 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: Paul Melocoton MOU is neither payable nor receivable; roles and responsibilities only

Attachment: SANBAG Contract Summary Sheet 15-1001217 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

CONTRACT 15-1001217

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND THE CITY OF SAN BERNARDINO

FOR THE DEVELOPMENT OF

THE INTERSTATE 215 UNIVERSITY PARKWAY INTERCHANGE PROJECT ("PROJECT")

I. PARTIES AND TERM

A. This Memorandum of Understanding ("MOU") is entered by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("AUTHORITY" or "SANBAG") and the CITY OF SAN BERNARDINO ("PROJECT SPONSOR") (and together the "PARTIES") on the Effective Date defined later herein.

B. The Term of this MOU will commence on the Effective Date and, unless terminated early as provided in Section V, Paragraph C, terminate upon completion of the AUTHORITY's management of the planning, environmental, design, right of way (ROW) (to include both ROW acquisition and utility relocation work), and construction, or December 31, 2019, whichever is earlier in time.

II. RECITALS

A. WHEREAS, the PROJECT is included in the approved SANBAG 10-Year Delivery Plan and SANBAG Development Mitigation Nexus Study and is eligible to receive funds from the Measure I 2010-2040 Valley Freeway Interchange Program.

B. WHEREAS, the PARTIES desire to proceed with development of the PROJECT.

C. WHEREAS, the PARTIES are entering into this PROJECT MOU for the purpose of documenting the terms and conditions of cooperation between the PARTIES required to complete the PROJECT with respect to cost, funding, schedule, and scope, as detailed in Exhibit A, attached hereto and incorporated herein by this reference.

D. WHEREAS, a conceptual layout of the PROJECT is shown in Exhibit B, attached hereto and incorporated herein by this reference to begin the project development efforts. Further study will determine the final configuration and design of the interchange improvements.

E. WHEREAS, the PARTIES acknowledge the intent to move forward with the PROJECT, the Public and Local Agency funding shares required to complete the PROJECT, and the reasonable expectation of funding availability.

Attachment: 15-1001217 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

F. WHEREAS, the Public Share is defined as the share of project cost calculated as the total cost of the project minus the development share (or Local Agency share) and the Local Agency share is the percentage share of the project cost assigned as the development contribution percentage as listed in the SANBAG Development Mitigation Nexus Study.

G. WHEREAS, the PARTIES understand that the purpose of the MOU is to outline the steps and funds necessary to complete the PROJECT, but the MOU does not commit the PARTIES to perform work or provide funding for the PROJECT, and imposes no enforceable obligations upon the PARTIES and does not grant any rights.

H. WHEREAS, the PARTIES desire to memorialize in this MOU the framework and funding necessary for completion of the PROJECT to assist the PARTIES in their decision-making and budgeting for this PROJECT.

I. WHEREAS, the PARTIES understand that a Cooperative Agreement will be developed for the PROJECT that will identify the specific roles and responsibilities of AUTHORITY and PROJECT SPONSOR including specific funding commitments for each phase of the PROJECT.

III. AUTHORITY'S RESPONSIBILITIES

A. AUTHORITY will be responsible for the Public Share of PROJECT costs in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy 40005 and subsequent Cooperative Agreements.

B. AUTHORITY will consider the development of a Loan Agreement(s) for the Local Share of PROJECT costs, if requested by the PROJECT SPONSOR, in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy 40005.

C. AUTHORITY will assign a qualified member of its staff to coordinate with the PROJECT SPONSOR, as determined reasonably necessary by AUTHORITY to facilitate the delivery of the PROJECT.

D. PROJECT SPONSOR and AUTHORITY shall consult on a funding strategy for PROJECT completion at least six months prior to completion of the design phase.

IV. PROJECT SPONSOR'S RESPONSIBILITIES

A. PROJECT SPONSOR will be responsible for the Local Share of the PROJECT costs in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy 40005 and subsequent agreements, including Loan Agreements. PROJECT SPONSOR will deposit Local Share of the PROJECT cost in an escrow for PROJECT expenditures.

B. PROJECT SPONSOR will be responsible for 100% of AUTHORITY's oversight and project management costs.

C. PROJECT SPONSOR will assign a qualified member of its staff to coordinate with AUTHORITY, as determined reasonably necessary by PROJECT SPONSOR to facilitate the delivery of the PROJECT.

Attachment: 15-1001217 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

D. PROJECT SPONSOR and AUTHORITY shall consult on a funding strategy for PROJECT completion at least six months prior to completion of the design phase.

V. MISCELLANEOUS

A. The PARTIES acknowledge that should federal funds be used in the environmental or design phases of work, Federal Highway Administration (FHWA) requires that the PROJECT must move to a capital phase (ROW or construction) within ten years or the federal funds may be required to be repaid to FHWA.

B. Recitals. The Recitals stated above are integral parts of this MOU and are hereby incorporated into the terms of this MOU.

C. Termination. Both AUTHORITY and PROJECT SPONSOR shall have the right at any time, to terminate this MOU, with or without cause, by giving thirty (30) calendar days written notice to the other party, specifying the date of termination. Termination of the MOU will not terminate the PARTIES' continuing obligations under any Cooperative Agreements generally referenced in Section II, Paragraph I. Termination of the MOU by request of the PROJECT SPONSOR will be understood by the AUTHORITY that PROJECT SPONSOR wishes to discontinue work on the PROJECT, unless otherwise stated in an active Cooperative Agreement or in a subsequent MOU or agreement.

D. Notification. Each Party will designate a person to be responsible for day-to-day communications regarding work under the PROJECT. For PROJECT SPONSOR, that person will be Emilio Murga, Interim Director of Public Works for CITY OF SAN BERNARDINO. For AUTHORITY, that person shall be Paul Melocoton, Project Manager. All notices and communications regarding this MOU, interpretation of the terms of this MOU, or changes thereto will be provided as follows:

CITY OF SAN BERNARDINO 300 North "D" Street, 6th Floor San Bernardino, CA 92418 ATTN: Public Works Director	SANBAG San Bernardino Associated Governments 1170 W. 3rd Street San Bernardino, CA 92410-1715 ATTN: Director of Project Delivery

E. Amendment. In the event that the PARTIES determine that the provisions of this MOU should be altered, the PARTIES may execute an amendment to add, delete, or amend any provision of this MOU. All such amendments must be in the form of a written instrument signed by the authorized representatives of the PARTIES.

----------Signatures on the Following Page----------

Attachment: 15-1001217 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

In witness whereof the PARTIES have executed this MOU on the dates written below and this MOU is effective upon execution of this MOU by both SANBAG and PROJECT SPONSOR ("Effective Date").

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Ryan McEachron
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

CITY OF SAN BERNARDINO

By: _____
Allen J. Parker
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Gary D. Saenz
City Attorney

Attachment: 15-1001217 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

Exhibit A

Project Scope:
Improve traffic operations at the I-215 University Parkway Interchange by improving freeway access to I-215 and improving local traffic flow on University Parkway. An alternative being evaluated is to reconstruct the existing ramp intersections at the interchange into a Diverging Diamond Interchange (DDI) configuration. Further study will determine the final configuration and design of the interchange improvements

Project Cost Estimate and Funding Shares:
Public Share: 84.2%
Development Share or Local Share: 15.8%

Phase	Estimated Cost[1]	Buy-down Funds[2,3]	Public Share[4]	Development Share[4]
Project Approval and Environmental	$676,873	$594,373	$69,465	$13,034
Design (PS&E)	$482,932	$482,932	$-	$-
Right-of-Way	$62,700	$-	$52,760	$9,907
Construction (Includes Construction Management &	$3,314,000	$3,314,000	$-	$-
Landscape Maintenance	$-	$-	$-	$-
SANBAG Oversight	$330,000	$-	$-	$330,000
Total	$4,866,505	$4,391,305	$122,225	$352,941

[1]Estimated Costs are based on July 2015 preliminary project cost estimate for a DDI configuration.
[2] In accordance with SANBAG Board action on 9/4/2013, buy-down funds include up to $5,000,000 of Federal Surface Transportation Program funds.
[3] Project costs that are not federally reimbursable will be split according to the Nexus Study Share.
[4] Includes 10% contingency.

Attachment: 15-1001217 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

Project Milestones:

Milestone[1]	Actual (Forecast)
Start of Project Approval and Environmental Document Phase (PA/ED)	(4/2016)
Environmental Approval	(4/2017)
Design Approved/ROW Certified	(2/2018)
Construction Notice to Proceed	(6/2018)
Completed for Beneficial Use	(6/2019)

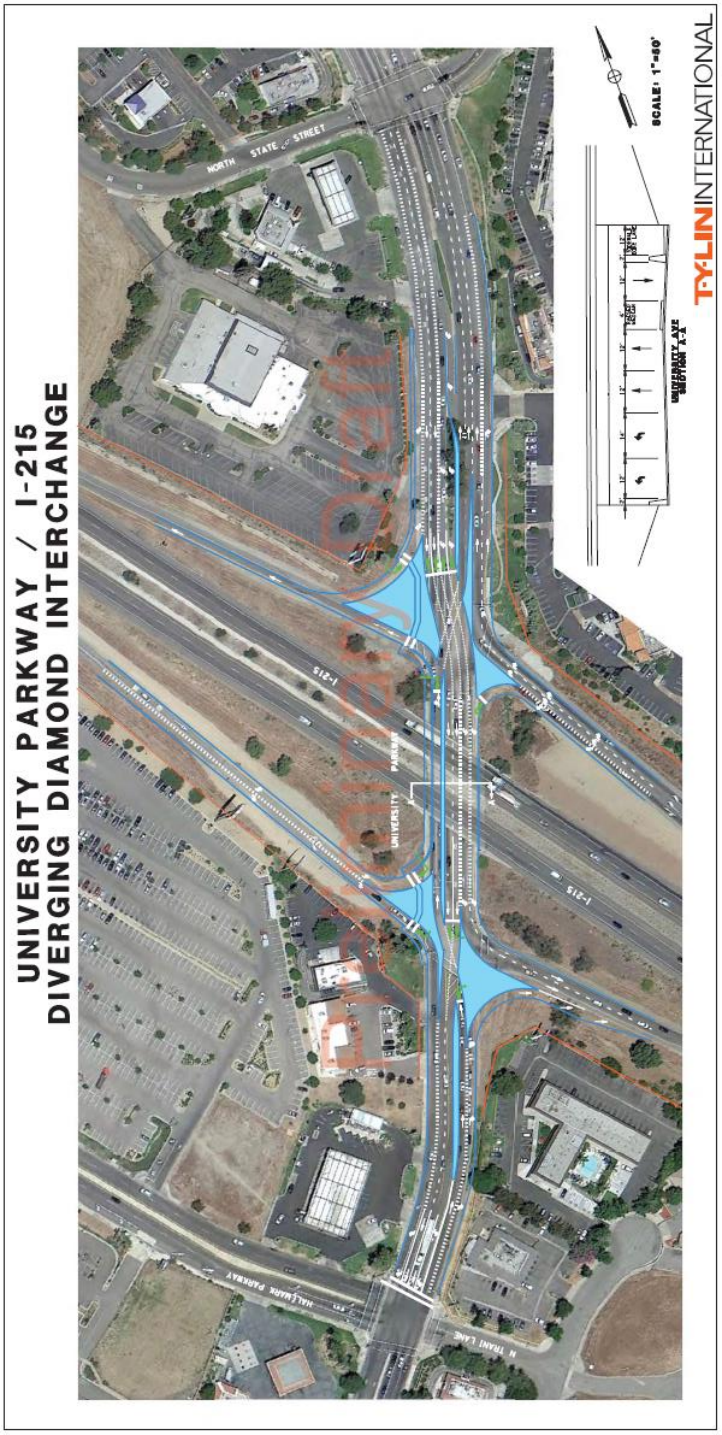
[1]Milestone assumes DDI configuration and analysis of one alternative only. Anticipated environmental determination is a Categorical Exemption/Categorical Exclusion.

Attachment: 15-1001217 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

Exhibit B

Interstate 215 at University Parkway Interchange Modifications

Conceptual Layout



Attachment: 15-1001217 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

Contract Summary Sheet

General Contract Information

Contract No: 16-1001335 Amendment No.: Vendor No.: 1901

Vendor/Customer Name: City of San Bernardino Sole Source? [x] Yes [ ] No

Description: I-215 University Parkway Interchange Cooperative Agreement for PA/ED, PS&E, and ROW

Start Date: 11/4/2015 Expiration Date: 6/29/2018 Revised Expiration Date:

Has Contract Term Been Amended? [x] No [ ] Yes - Please Explain

List Any Related Contracts Nos.: 15-1001217

Dollar Amount			
Original Contract	$ 242,942.00	Original Contingency	$ -
Revised Contract (Inclusive of Prior Amendments)	$ -	Revised Contingency (Inclusive of Prior Amendments)	$ -
Current Amendment	$ -	Contingency Amendment	$ -
TOTAL CONTRACT VALUE	$ 242,942.00	TOTAL CONTINGENCY VALUE	$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	$ 242,942.00

Contract Authorization

[ ] Executive Director Date:

Executive Director Action:

[x] Board of Directors Date: 11/4/2015

Board of Directors Action: Approve MOU No. 16-1001335

[ ] 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 %

[X] 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: Paul Melocoton DIF share is 15.8%, City to pay 100% of SANBAG project management

COOPERATIVE AGREEMENT NO. 16-1001335

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF SAN BERNARDINO

FOR

PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED), PLANS, SPECIFICATIONS AND ESTIMATE (PS&E) AND RIGHT OF WAY (ROW) PHASES FOR THE INTERCHANGE AT UNIVERSITY PARKWAY AND INTERSTATE 215 (I-215)
IN THE CITY OF SAN BERNARDINO

I. PARTIES AND TERM

A. THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the City of San Bernardino (CITY), (AUTHORITY and CITY may be referred to herein as a "Party" and collectively "Parties").

B. This Agreement shall terminate upon completion of the AUTHORITY's management of environmental and design or June 29, 2018, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

A. WHEREAS, CITY intends to improve the I-215 University Parkway Interchange within the limits of the City of San Bernardino; and

B. WHEREAS, planned improvements include improving freeway access to I-215 and improving local traffic flow by reconstructing the existing ramp intersections at the interchange into a Diverging Diamond Interchange (DDI) configuration as further described in Attachment A, attached hereto and made part of this Agreement, and is defined as the "PROJECT"; and

C. WHEREAS, the Parties acknowledge that further study will determine the final configuration and design of the interchange improvements; and

D. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated

Attachment: 16-1001335 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

Governments (SANBAG), and approved by the SANBAG Board of Directors on November 2, 2011; and

E. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and

F. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to Project Management, PA/ED, PS&E, and ROW activities of the PROJECT.

G. WHEREAS, the Parties intend to amend this agreement or enter into a separate agreementto delineate roles, responsibilities, and funding commitments relative to the Construction phase of the PROJECT.

H. WHEREAS, sufficient coordination with Caltrans has not occurred to determine the level of environmental and engineering documents nor have encroachment fees been addressed.

I. WHEREAS, the CITY desires the AUTHORITY to provide project management services for PA/ED, PS&E, and ROW phases at the sole responsibility of CITY to pay 100% of actual AUTHORITY project management costs in accordance with AUTHORITY Policy 40005/VFI-35; and

J. WHEREAS, the remaining PROJECT cost, aside from AUTHORITY project management costs, for PA/ED, PS&E, and ROW phases, after reduction by application of buy-down funds, is 15.8% Development Share funds and 84.2% Public Share funds, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan; and

NOW, THEREFORE, the Parties agree to the following:

III. AUTHORITY RESPONSIBILITIES

AUTHORITY agrees:

A. To be lead agency on Project Management, PA/ED, PS&E, and ROW, and to diligently undertake and complete, the PA/ED and PS&E work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.

B. To contribute towards PA/ED, PS&E, and ROW phases of the PROJECT cost as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, and should AUTHORITY's total share of the PA/ED, PS&E, and ROW phase exceed the estimates as shown in Attachment A, AUTHORITY agrees to amend the Agreement in good faith.

Attachment: 16-1001335 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

C. To provide CITY monthly copies of payments processed from the escrow account described in Section IV, Article C.

D. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of Project Management, PA/ED, PS&E, and ROW work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.

E. To prepare a final accounting of expenditures, including a final invoice for the actual Project Management, PA/ED, PS&E, and ROW costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Project Management, PA/ED, PS&E, and ROW work activities.

F. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of Project Management, PA/ED, PS&E, and ROW work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.

H. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the Cities' Council reserves the right to withhold future payments due AUTHORITY from any source under CITY'S control.

I. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.

K. To provide CITY an opportunity to review and comment on PA/ED, PS&E, and ROW documents.

IV. CITY RESPONSIBILITIES

CITY agrees:

A. To reimburse AUTHORITY for the CITY's share of actual costs incurred towards the PA/ED, PS&E and ROW phases of the PROJECT cost and for AUTHORITY's Project Management as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, and should CITY's total share for the

Attachment: 16-1001335 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

PA/ED, PS&E, and ROW phase with AUTHORITY's Project Management exceed the estimates as shown in Attachment A, CITY agrees to amend the Agreement in good faith.

B. To enter into an escrow agreement with AUTHORITY and make an initial deposit of $13,034 within 60 calendar days after execution of Agreement for payment of actual allowable PROJECT expenditures and AUTHORITY's Project Management cost.

C. Prior to federal authorization to proceed, CITY will deposit the remainder of the full amount of estimated CITY's share towards the PA/ED, PS&E and ROW phases of the PROJECT cost and for AUTHORITY's Project Management, as shown in Attachment A, into an escrow account that has been established for the PROJECT. AUTHORITY will have the right to withdraw funds for all eligible PROJECT expenditures as set forth in the escrow agreement including eligible PROJECT expenditures prior to deposit of funds. Any unused funds and all interest accrued will be returned to CITY.

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

E. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the project documents.

F. To complete review and provide comments on the PA/ED, PS&E, and ROW documents within one month of receiving the review request from AUTHORITY.

G. CITY's Public Works Director is authorized to act on behalf of CITY under this Section of the Agreement.

V. MUTUAL RESPONSIBILITIES

The Parties agree:

A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.

B. In the event AUTHORITY determines Project Management, PA/ED, PS&E, and ROW work may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the amounts identified in this Agreement without a written amendment that is approved by all Parties.

Attachment: 16-1001335 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

C. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.

D. In the event that federal funds are used in the PA/ED and PS&E phase of work, the PARTIES acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW or construction) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required, and is a result of the PROJECT not progressing by choice, it shall be the responsibility of the PARTY that determines it is unable to move forward with the PROJECT. If it is mutually decided that the project will not move forward then repayment of any federal funds used for Public Share will be the responsibility of the AUTHORITY and any federal funds used for the Local Share will be the responsibility of the CITY.

E. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

F. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.

G. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.

H. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.

I. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.

Attachment: 16-1001335 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

J. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.

K. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.

L. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.

M. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.

N. Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.

O. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

P. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs E and F of this Section.

Q. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

R. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to AUTHORITY: Garry Cohoe
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276

Attachment: 16-1001335 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

If to CITY: Emilio Murga, Interim Director
Public Works Department
300 N. "D" Street, 3rd Floor
San Bernardino, CA 92418
Telephone: (909) 384-5140

S. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

SIGNATURES ON FOLLOWING PAGE:

Attachment: 16-1001335 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 16-1001335
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF SAN BERNARDINO

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____
Ryan McEachron
President, Board of Directors

Date:_____

APPROVED AS TO FORM:

By:_____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By:_____
Jeffery Hill
Procurement Manager

CITY OF SAN BERNARDINO

By:_____
Allen J. Parker
City Manager

Date:_____

APPROVED AS TO FORM:

By:_____
Gary D. Saenz
City Attorney

Attachment: 16-1001335 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

Attachment A

Project Scope:
Improve traffic operations at the I-215 University Parkway Interchange by improving freeway access to I-215 and improving local traffic flow on University Parkway. An alternative being evaluated is to reconstruct the existing ramp intersections at the interchange into a Diverging Diamond Interchange (DDI) configuration. Further study will determine the final configuration and design of the interchange improvements

Project Cost Estimate and Funding Shares:
Public Share: 84.2%
Development Share or Local Share: 15.8%

Phase	Estimated Cost[1,2]	Buy-down Funds[3]	Public Share[4]	Development Share[4]
Project Approval and Environmental	$676,873	$594,373	$69,465	$13,034
Design (PS&E)	$482,932	$482,932	$-	$-
Right-of-Way	$62,700	$-	$52,760	$9,907
SANBAG Oversight	$220,000	$-	$-	$220,000
Total	$1,442,505	$1,077,305	$122,225	$242,942

[1]Estimated cost assumes DDI configuration and analysis of one alternative only. PA/ED and PS&E cost based on Independent Cost Estimate dated 7/16/15.
[2]Project costs that are not federally reimbursable will be split according to the Nexus Study Share.
[3] In accordance with SANBAG Board action on 9/4/2013, buy-down funds include up to $5,000,000 of Federal Surface Transportation Program funds
[4] Includes 10% contingency.

Project Milestones:

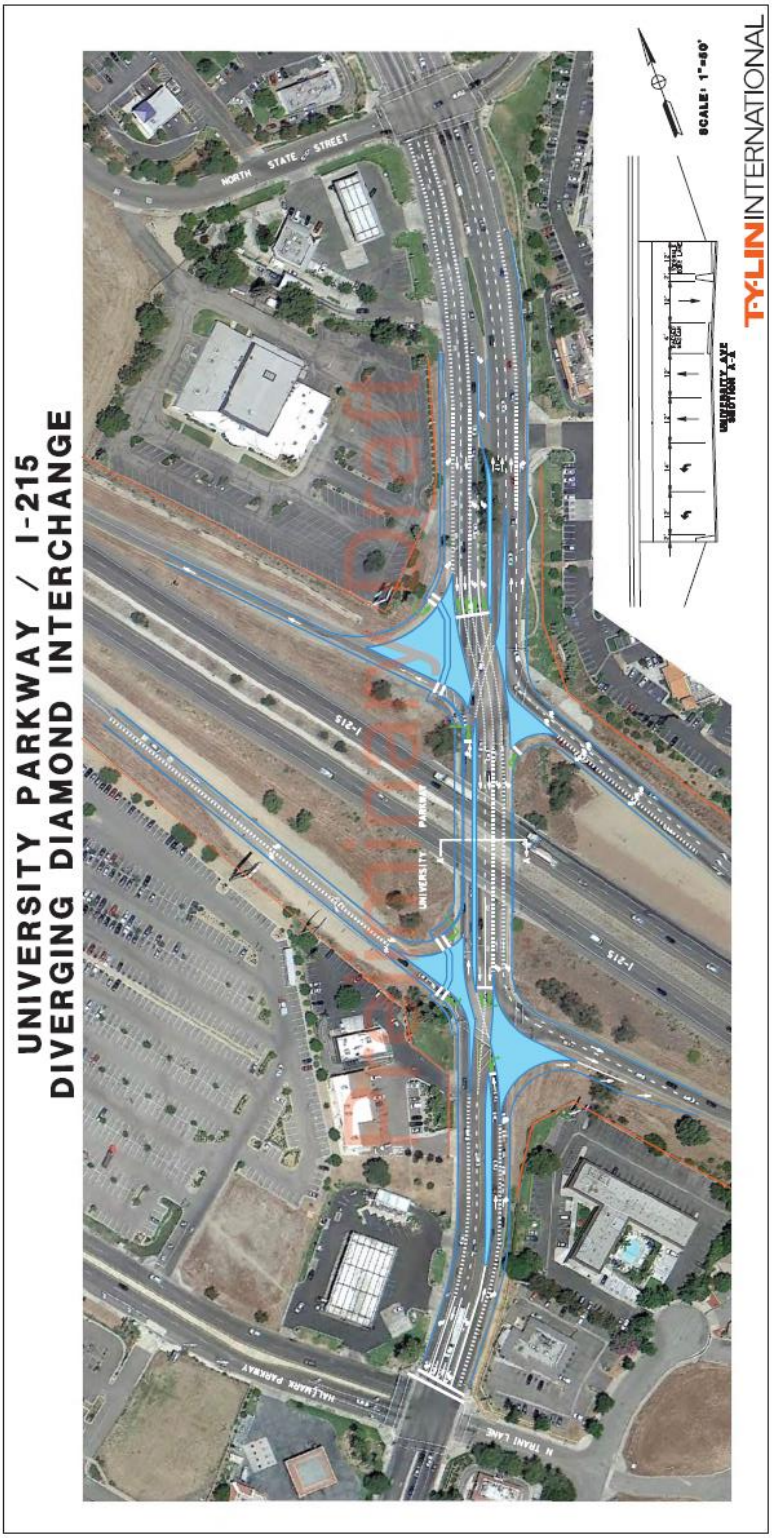
Milestone[1]	Actual (Forecast)
Start of Project Approval and Environmental Document Phase (PA/ED)	(4/2016)
Environmental Approval	(4/2017)
Design Approved and ROW Certified	(2/2018)

[1]Milestone assumes DDI configuration and analysis of one alternative only. Anticipated environmental determination is a Categorical Exemption/Categorical Exclusion.

Attachment: 16-1001335 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

Attachment B

CONCEPTUAL LAYOUT



Attachment: 16-1001335 (2316 : I-215 University Parkway MOU and Cooperative Agreement)

ATTACHMENT A - SCOPE OF WORK

RFP No. 16-1001359

San Bernardino Associated Governments, acting as San Bernardino County Transportation Authority ("SANBAG"), is seeking professional services for the development of a Project Report (PR), Environmental Document (ED), and Plans, Specifications and Estimate (PS&E) for the Interstate 215 (I-215) University Parkway Interchange Project ("Project") in the City of San Bernardino (EA 0E420). Federal funds, SANBAG Sales Tax Measure I Funds, and City Funds may be used to cover the cost of the preparation of the PR, ED and PS&E. Construction is anticipated to be funded by local and federal funds.

The I-215 University Parkway Interchange is located along I-215 at Postmile 11.63, approximately 1.6 miles north of the I-215/SR-210 Interchange. The project would reduce congestion, improve local traffic along University Parkway, and improve freeway access. The project proposes to improve freeway ramp intersections and local traffic geometry.

Preliminary Engineering Services as part of the preparation of the PR are anticipated to include preliminary engineering, preparation the Geometric Approval Drawings (GAD), and preparation of various engineering reports.

Caltrans will be the lead agency for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Prior to initiation of the environmental studies, scoping and early analysis of build alterantives and refinement of the purpose and need of the project will be required.

After environmental approval, the PS&E phase will commence. PS&E services include Right-of-Way (ROW) and construction management support.

I. APPLICABLE STANDARDS

All documents shall be prepared in accordance with current SANBAG, Caltrans, and City of San Bernardino (City) regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

A. Required services listed below do not supersede the requirements established in the Contract.

B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PR, ED, and PS&E.

C. The deliverables list for the PR, ED and PS&E will be refined during the

Attachment: RFP 16-1001359 Attachment A - Scope of Work (2316 : I-215 University Parkway MOU and Cooperative Agreement)

initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables may be required.

D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.

E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.

F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SANBAG immediately.

G. The design will be prepared in English units.

H. Prime contract terms and conditions will be incorporated into the subcontract agreements.

I. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent wit the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.

J. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SANBAG templates and shall contail all required information.

K. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the *California and Local Building Codes* within the project limits. In accordance with 28 CFR Sec. 35.151, curbs and ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040.

L. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

Attachment: RFP 16-1001359 Attachment A - Scope of Work (2316 : I-215 University Parkway MOU and Cooperative Agreement)

III. ASSUMPTIONS

A. One build and one no-build alternative will be evaluated in the PR and ED to address the operational deficiencies of the Project.

B. There will be three meetings per month during the duration of this contract, including one mandatory monthly PDT meeting.

C. CONSULTANT will coordinate with SANBAG and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.

D. Assume one peer review and two Caltrans reviews for each major deliverable. Twenty (20) hard copies are assumed for each major deliverable.

E. The NEPA Environmental Document is assumed to be a Categorical Exclusion (CE). The CEQA Environmental Document is assumed to be a Categorical Exemption (CE).

F. Public outreach efforts will include collateral materials or electronic media with information about the DDI configuration.

Task 100 Project Management

SCOPE OF SERVICES

Following the selection of a consultant, the selected firm shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SANBAG Work Breakdown Structure (WBS), and cost and schedule templates for the preparation of the cost proposal and schedule.

TASK 2.100.10 - PROJECT MANAGEMENT

2.100.10 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SANBAG, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SANBAG and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SANBAG Project Manager.

Deliverables:

- *Monthly Progress Reports*

2.100.10-1 Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with SANBAG, and shall conduct meetings and coordination with other stakeholders, including Caltrans, City, and other agencies, in monthly Project Development Team (PDT) meetings or

Attachment: RFP 16-1001359 Attachment A - Scope of Work (2316 : I-215 University Parkway MOU and Cooperative Agreement)

technical workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, Communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

- *PDT meeting notices, agendas, handouts/exhibits, deliverable matrix, and minutes.*

2.100.10-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SANBAG peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

CONSULTANT Project Manager shall prepare and implement a Quality Control/Quality Assurance (QA/QC) Plan and a Risk Management Plan following SANBAG format and content requirements; CONSULTANT Project Manager will be responsible for adherence to all applicable SANBAG administrative policies and procedures.

Deliverables:

- *Project Schedules*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*

TASK 2.160 – PRELIMINARY ENGINEERING STUDIES & PROJECT REPORT

Task 2.160.05 Review Updated Project Information

CONSULTANT shall request, collect, assemble, and review all pertinent project information, including, but are not limited to, prior Project Reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

- *Project Records Files*

Task 2.160.10 Engineering Studies

CONSULTANT shall perform all necessary Engineering Studies and preliminary design work required for the preparation of a Project Report, development and refinement of viable Project Build Alternatives, selection of the preferred alternative, and initiation of final design efforts. All engineering studies performed and reports prepared shall meet Caltrans requirements according to the Highway Design Manual, Project Development

Attachment: RFP 16-1001359 Attachment A - Scope of Work (2316 : I-215 University Parkway MOU and Cooperative Agreement)

Procedures Manual, and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Task 2.160.10-1 Traffic Studies

CONSULTANT shall collect and analyze relevant travel-demand and travel forecast data to generate traffic forecasts to be used in the traffic operational analysis. If appropriate, CONSULTANT shall perform supplemental traffic forecasting and modeling. Future traffic projections should include data for intersections, highway mainline, and interchange ramps. Utilizing traffic forecasts, CONSULTANT shall perform a traffic capacity/operational analysis for each build alternative. The traffic operational analysis criteria to be used shall include, but not be limited to, levels of service, vehicle miles travelled, vehicle hours travelled, average speeds, and delay. The traffic operational analysis shall consider traffic control measures such as ramp metering and intelligent transportation systems. CONSULTANT shall prepare a traffic report that includes traffic information and analysis for current year, opening year, and a design horizon year.

Deliverables:

- *Traffic Report*

Task 2.160.10-2 Hydraulics/Hydrology Studies

CONSULTANT shall perform Hydraulics/Hydrology studies to analyze on-site and off-site storm water flows for each of the project build alternatives. CONSULTANT shall identify requirements for hydraulic and storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the project preliminary design.

Deliverables:

- *Hydrology Report*
- *Storm Water Data Report*

Task 2.160.10-3 Right of Way Data Sheets

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for each build alternative. This task shall include preliminary utility location work which includes, but not limited to, review of utility as-build plans and performing utility record searches. Results of this assessment will be used as basis for estimating ROW costs.

Deliverables:

- *ROW Data Sheets*

Task 2.160.10-4 Preliminary Materials Report

CONSULTANT shall prepare a Preliminary Materials Report which shall provide recommendations for pavement structure recommendations, pavement type, proposed pavement design life and corrosion studies if culverts are proposed. Results of this

Attachment: RFP 16-1001359 Attachment A - Scope of Work (2316 : I-215 University Parkway MOU and Cooperative Agreement)

assessment will be used as basis for estimating project construction costs.

Deliverables:

- *Materials Report*
- *Pavement Life Cycle Cost Analysis*

Task 2.160.15 Draft Project Report

CONSULTANT shall prepare a Project Report following the Caltrans format. The Project Report shall be prepared by or under the supervision of a registered Civil Engineer in the State of California. The consideration of non-standard features shall be closely coordinated with the SANBAG Project Manager and designee to confirm acceptability by the SANBAG.

Deliverables:

- *Draft Project Report*

Task 2.160.45 GADs, Base Maps and Plan Sheets for PA&ED Development

CONSULTANT shall prepare the geometric approval drawings (GADs) for the locally preferred build alternative. GADs shall include horizontal and vertical alignments, cross sections, and typical sections. Preparation of the GADs shall be performed in close coordination with Caltrans Design staff. CONSULTANT will be responsible for completion and approval of the GADs by Caltrans in a manner where there is sufficient time to proceed with the circulation of the Environmental Document and approval of the Project Report within the project schedule.

Deliverables:

- *GADs*

TASK 2.165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT

Task 2.165.10 General Environmental Studies

CONSULTANT shall perform general environmental studies to support the evaluation of the Project Build Alternatives and, if necessary, to support the environmental determination made under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and other applicable environmental laws and regulations. Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report shall be performed in consultation with the SANBAG Project Manager or designee. All environmental studies performed and reports prepared shall meet Caltrans requirements according to the Standard Environmental Reference site (SER) and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Task 2.160.10-2 Visual Impact Analysis

CONSULTANT shall perform a visual impact analysis and prepare a visual impact analysis report which will be referenced in the environmental document. Up to two

Attachment: RFP 16-1001359 Attachment A - Scope of Work (2316 : I-215 University Parkway MOU and Cooperative Agreement)

visual simulations are anticipated for this project. This task may include coordination with local agencies, citizens groups, and business groups related to community design and scenic issues. Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SANBAG Project Manager or designee.

Deliverables:

- *Visual Impact Analysis Report*

Task 2.160.10-3 Noise Study

CONSULTANT shall perform noise studies to assess potential noise impacts to adjacent sensitive receptors. This task shall include identification of sensitive receptors, collection of pertinent noise data and other relevant information such as local noise ordinance requirements, perform noise modeling, and preparation of a Noise Study Report. If there are no sensitive receivers that could be affected by traffic related noise as part of the project, CONSULTANT shall prepare a brief noise technical memorandum that will be referenced in the environmental document.

Deliverables:

- *Noise Study Report*

Task 2.160.10-4 Air Quality Study

CONSULTANT shall perform air quality studies to assess potential air quality impacts. This task shall include identification of sensitive receptors, collection of pertinent air quality data, perform micro-scale modeling to predict future pollutant concentrations with the no-build and build alternatives, verification of Federal Clean Air Act conformity status of the project, coordination with regional and air quality agencies to obtain concurrence in the conformity status of the project, and preparation of an Air Quality Study Report. If necessary, CONSULTANT may prepare an Air Quality Conformity Report.

Deliverables:

- *Air Quality Study Report*

Task 2.160.10-5 Paleontology Study

CONSULTANT shall perform a paleontology study to identify and evaluate potential impacts to paleontological resources in the project area. This task shall include an assessment of the project area's potential to contain significant paleontological resource through literature search of paleontological resources in the region, if necessary, consultation with paleontologists with expertise in the region, and preparation of a Paleontological Identification Report (PIR). If necessary, CONSULTANT may prepare a Paleontological Evaluation Report (PER) and a Paleontological Monitoring Plan (PMP).

Deliverables:

- *Paleontological Identification Report*

Attachment: RFP 16-1001359 Attachment A - Scope of Work (2316 : I-215 University Parkway MOU and Cooperative Agreement)

Task 2.160.10-6 Hazardous Waste Initial Site Assessment

CONSULTANT shall perform a hazardous waste assessment to identify and evaluate the potential for Recognized Environmental Conditions (REC) that occur in the project area. This task shall include a literature search and review of historic information, interagency coordination with the appropriate agencies, field studies, and preparation of an Initial Site Assessment (ISA) report.

Deliverables:

- *Initial Site Assessment Report*

Task 2.160.15 Biological Studies

CONSULTANT shall perform biological studies to assess potential impacts to biological resources in the project area. Biological studies perform shall support the environmental determination made in the Environmental Document and shall be used to demonstrate with all applicable biological related laws, regulations, and requirements, including but not limited to, the Federal Endangered Species Act, California Endangered Species Act, Clean Water Act, and the Department of Fish and Game Code. All biological studies performed and reports prepared shall meet Caltrans requirements according to the SER and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Task 2.160.15-1 Natural Environment Study

CONSULTANT shall perform a general biological study to identify biological resources that could be affected by the project. This task shall include a literature search, interagency coordination with the appropriate agencies, field studies, and preparation of a Natural Environment Study (NES) report. Biological studies shall address natural communities and habitat, plant and animal species, and federally and state listed species. If necessary, CONSULTANT may conduct informal consultation with appropriate regulatory agencies. Discussions and negotiations with external agencies as part of this task shall only be performed in consultation with the SANBAG Project Manager or designee.

Deliverables:

- *Natural Environment Study Report*

Task 2.160.20 Cultural Resources Studies

CONSULTANT shall perform cultural resources studies to assess potential impacts to archaeological and historic resources in the project area. Cultural studies perform shall support the environmental determination made in the Environmental Document. This task shall include preparation of an Area of Potential Effects (APE) map, archaeological resources studies, assessment of the built environment, Native American consultation, and preparation of a Historic Properties Survey Report (HPSR). All cultural studies performed and reports prepared shall meet Caltrans requirements according to the SER and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Attachment: RFP 16-1001359 Attachment A - Scope of Work (2316 : I-215 University Parkway MOU and Cooperative Agreement)

Deliverables:

- *Historic Resources Compliance Report*

Task 2.165.25 Environmental Document

Task 2.165.25-2 Public Outreach

CONSULTANT shall provide Public Outreach services and shall take the lead in providing the public notice about the project and coordinating public meetings if necessary. CONSULTANT shall provide all Public Outreach collateral materials including notices, handouts, and exhibits. CONSULTANT may serve as initial point of contact for public inquiries and shall be expected to maintain a Public Outreach file, which shall include a project mailing list, correspondence log, and records of public meeting. Public Outreach shall be performed in consultation with the SANBAG Project Manager or designee and the SANBAG's Public Information Officer (PIO).

Deliverables:

- *Public Outreach collateral materials/Electronic Media*
- *Public Outreach File*

TASK 2.170 – PERMITS & AGREEMENTS

Task 2.170.05 Determine Required Permits & Task 2.170.10 Obtain Permits

CONSULTANT shall perform work to identify and obtain all necessary permits and agreements needed for project construction. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments such as maps and other exhibits identify funds necessary for the permit application, and submitting the permit. CONSULTANT is responsible for identifying and obtaining all permits that are required to complete the project construction. Discussions and negotiations with permitting agencies shall only be performed in consultation with the SANBAG Project Manager or designee.

Deliverables:

- *Various Construction Permits*

TASK 3.180 – PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED)

Task 2.180.05 Final Project Report

CONSULTANT shall perform work to incorporate comments received, update the information, and complete the Project Report for final Caltrans approval.

Deliverables:

- *Final Project Report*

TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS

Task 3.185-1 Mapping and Surveys

Attachment: RFP 16-1001359 Attachment A - Scope of Work (2316 : I-215 University Parkway MOU and Cooperative Agreement)

CONSULTANT shall perform survey control work and engineering surveys necessary to produce the mapping for final design. CONSULTANT shall perform the necessary work to establish the project design file and CADD base maps. CONSULTANT will be responsible for obtaining as-built maps, record of surveys, topographic data, aerial mapping, and maps and plans of major utilities and proposed utilities within the project area. CONSULTANT will be responsible for obtaining any right of entry permits required for field survey work.

Deliverables:

- *Design Base Maps*

Task 3.185-2 Right Of Way Requirements

CONSULTANT shall perform the work necessary to determine the right of way needs and prepare maps for use in the Right Of Way (ROW) process. Work would include identifying the need for new ROW, permanent easements, and temporary construction easements. This task includes determination of potential utility conflicts and consultation with affected agencies.

Deliverables:

- *ROW Requirements Map*
- *Utility Conflicts Map*

TASK 3.230 – PREPARE DRAFT PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

Task 3.230-1 Draft Plans

CONSULTANT shall prepare the Roadway Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- Title Sheet
- Roadway/Geometric Layouts
- Construction Details
- Summary of Quantities
- Traffic Handling Plans
- Utility & Utility Relocation Plans
- Signing and Pavement Delineation Plans
- Typical Cross Sections
- Profile and Superelevation Sheets
- Contour Grading Plans
- Stage Construction Plans
- Highway Planting Plans
- Drainage Plans
- Electrical Plans

Preparation of the roadway plans shall be consistent with Caltrans design standards to the greatest extent feasible. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SANBAG for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SANBAG's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- *65% Plans*
- *95% Plans*

Attachment: RFP 16-1001359 Attachment A - Scope of Work (2316 : I-215 University Parkway MOU and Cooperative Agreement)

Task 3.230-2 Draft Specifications and Quantities and Estimates

CONSULTANT shall prepare the Specifications and Special Provisions and PS&E Quantities and Estimates for the project following the Caltrans Standard Specifications. CONSULTANT shall notify the SANBAG's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

Deliverables:

- *Draft Standard Special Provisions*

TASK 3.255 – PREPARE FINAL PS&E PACKAGE

Task 3.225-1 Final PS&E Package

This task includes the distribution of the draft final combined PS&E package for final review by the Caltrans, the SANBAG, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. Under this task, CONSULTANT shall perform an internal QA/QC plans check and review and shall submit the final combined PS&E package to an independent reviewer, which shall be provided by the CONSULTANT. The independent reviewer shall be a registered Professional Engineer in the State of California and shall certify the quality of the package and that the plans are constructible. The independent reviewer shall submit a stamped report to the SANBAG summarizing its review and certifying the constructability of the plans and that the final combined PS&E package is biddable. CONSULTANT will be responsible for completion of the draft final combined PS&E package in a manner where there is sufficient time to address comments during the independent review and finalize the PS&E package within the project schedule. CONSULTANT will be responsible for the constructability of the project.

Deliverables:

- *Final Combined PS&E Package*
- *Independent Constructability and Ready-to-Bid Certification*

Task 3.225-2 Resident Engineer File and Supplemental Materials

CONSULTANT shall be responsible for preparing the pending Resident Engineer File and other supplemental PS&E materials, which would include the following:

- Geotechnical Information Handout
- Construction Staking Package and Control
- Grid Grades
- Materials Information Handout
- Project Controls for Construction
- Construction Permits

Deliverables:

- *Pending Resident Engineer File*
- *Supplemental PS&E Materials*

Attachment: RFP 16-1001359 Attachment A - Scope of Work (2316 : I-215 University Parkway MOU and Cooperative Agreement)

TASK 3.260 – PREPARE CONTRACT BID DOCUMENTS

Task 3.260-1 Draft Contract

CONSULTANT shall assist the SANBAG in the preparation of the Construction Contract Bid Documents. Under this task, the CONSULTANT shall develop a draft contract, which shall be consistent with Caltrans standards. Draft contract shall include the plans, specifications, special provisions, applicable Federal, state and local laws, regulations, and requirements and item codes. All contract pay items shall utilize the Basic Engineering Estimate System (BEES) coding.

Deliverables:

- *Draft Construction Contract Package*

TASK 3.270 – CONSTRUCTION ENGINEERING – TECHNICAL SUPPORT

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff. Functional support may include attendance at pre-work conferences, on-site construction support and RE pending file review.

TASK 3.295 – ACCEPT CONTRACT/PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT

Work involved in the acceptance and final documentation of a construction contract.

Work involved includes coordination with the construction manager and/or Resident Engineer to develop as-built plans in accordance with Caltrans and the City Standards. Work includes the transfer of the red-line As-Built plan mark-ups to the original full size reproducible plan sheets (and CADD file) and forwarding a reproducible set of plans with the transferred As-Built changes to SANBAG, Caltrans and the Cities.

Deliverables:

- Red line construction package
- As-Built construction package
- Electronic and hardcopy submittal for Caltrans and City records

Attachment: RFP 16-1001359 Attachment A - Scope of Work (2316 : I-215 University Parkway MOU and Cooperative Agreement)

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

Minute Action

AGENDA ITEM: 7

Date: November 4, 2015

Subject:
Budget Amendment to Interstate 215 Mount Vernon/Washington

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

Approve amendment to the adopted 2015/2016 Fiscal Year Budget to add Sub Task 0845 I-215 Mount Vernon/Washington Interchange to Task 0820 Freeway Projects, adding a budget for Sub Task 0845 of $100,000.00 for staff time and legal support services.

Background:
The purpose of this agenda item is to provide $100,000 of funding within the current fiscal year budget to fund staff time and legal expenses associated with the lawsuit filed by the City of Colton regarding the suspension of the Interstate 215 (I-215) Mount Vernon Avenue/Washington Street Interchange Project.

On July 2, 2014, the Board of Directors suspended the I-215 Mount Vernon Avenue/Washington Street Interchange Project until such time as the reconstruction of the interchange is needed to accommodate the ultimate I-215 widening or until an alternative funding source is identified.

SANBAG was served with a Complaint on December 9, 2014, that had been filed by the City of Colton. In part, the Complaint alleged that SANBAG and/or Caltrans violated CEQA in suspending development of the I-215 Mt. Vernon/Washington Street Interchange Project. SANBAG has retained outside counsel. The $100,000 will be utilized to fund staff time and legal services necessary to defend SANBAG in this lawsuit. Costs for the previous fiscal year total approximately $42,000. Staff recommends approval of this item.

Financial Impact:
This item is not consistent with the adopted SANBAG Fiscal Year 2015/2016 budget. This item amends the budget to include $100,000 of Measure I Valley Freeway funds into Task 0820 and Sub Task No. 0845.

Reviewed By:
This item was reviewed and recommended for approval (16-0-1; Abstained: Navarro) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 15, 2015. SANBAG General Counsel has reviewed this item.

Responsible Staff:
Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

Entity: CTA

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 8

Date: November 4, 2015

Subject:
Final Countywide Transportation Plan

Recommendation:
That 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.

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

Entity: CTC

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 a separate attachment to this agenda item, and the full Final CTP can be accessed at:
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:

- 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 and unanimously recommended for approval by the General Policy Committee on October 14, 2015.

Responsible Staff:
Steve Smith, Director of Planning

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 9

Date: November 4, 2015

Subject:
Active Transportation Program Award List and Ten Point Allocation Methodology

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

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.

C. Approve fully funding the shortfall in Hesperia's Bear Valley Road Bicycle Bypass Phase II with $135,000 in surplus funds available from the ATP MPO Portion and fully funding the shortfall in the City of Needles In-fill Sidewalks project with Transportation Development Act (TDA) Article 3 Program funds in the amount of $231,214.

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 21st 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 (6) projects funded totaling $10.163 million from the Statewide portion of the ATP and six (6) more projects funded totaling $8.643 million from the MPO portion of the ATP. In total, San Bernardino County will have twelve (12) projects totaling slightly over $18.9 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 $8.483 million of the SCAG portion of the ATP

to the five (5) jurisdictions (Ontario, Victorville, San Bernardino County, Hesperia, and Needles). In addition, $295 thousand will be distributed to the planning project in the City of Grand Terrace. In total, $18.9 million in projects out of the $57.3 million (33%) total asked will be funded through this second cycle of the ATP.

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 finalized with SCAG and the other county commissions, but the total number of projects and the amount will not change significantly.

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.

Recently, SCAG and the member agency staff discussed on how the threshold projects (partial funding) in the MPO portion of the ATP should be treated. Based on the agreed framework between the counties from the ATP Cycle 1, each of the County transportation commissions are responsible for recommending partial awards for Implementation Projects. However, the applicant would need to determine whether to receive the partial funding by committing additional funds to fund the whole project. If the applicant cannot provide the full funding,

the partial funding returns to the larger MPO portion of the ATP. Then the funds are pooled to fund the next highest scored project in the SCAG region.

Therefore, in order to keep the surplus funding within San Bernardino County, staff is recommending to fully fund the shortfall in both Hesperia's Bear Valley Road Bicycle Bypass Phase II and City of Needles In-fill Sidewalks projects with Transportation Development Act (TDA) Article 3 Program. This will also allow Hesperia and Needles projects to receive additional regional surplus funding of $135,000. It will then fully fund Hesperia's project and partially fund Needles' project which can be supplemented using the $231,214 of TDA Article 3 funds.

Financial Impact:
There is no impact on the FY2015/2016 SANBAG Budget

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 14, 2015. This item was reviewed and recommended for approval on October 16, 2015 without a quorum of the Mountain/Desert Policy Committee present.

Responsible Staff:
Steve Smith, Director of Planning

Approved
Board of Directors
Date: November 4, 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 (tied)*	In-fill Sidewalks, Curbs & Gutters Improvement Project	$484	$484	83.00	YES	MPO
SBD	Hesperia (tied)**	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**	**$8,778**			
		Total ATP San Bernardino County ATP Funds		**$18,941**			

* City of Needles will be awarded partial funding through the ATP MPO portion. (short $252,786) The shortfall will be covered through the surplus funding from the TDA Article 3 Program contingent upon approval of this agenda item.
** City of Hesperia and City of Needles are tied for the last MPO portion of the funding. SANBAG negotiated more funding from the MPO portion of the ATP and will fully fund Hesperia's project.
*** City of Grand Terrace will recieve 3 percent set-aside ATP MPO Planning funds

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 10

Date: November 4, 2015

Subject:
Caltrans Sustainable Transportation Planning Grant Submittal

Recommendation:
That 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 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.

Entity: CTC

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.

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 was reviewed by the General Policy Committee on October 14, 2015.

Responsible Staff:
Steve Smith, Director of Planning

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 11

Date: November 4, 2015

Subject:
Valley Freeway Interchange Prioritization and Phasing Options

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

A. Implement a Phasing Program within the Valley Freeway Interchange Program in collaboration with local jurisdictions and Caltrans. The improvements represent primarily ramp and intersection projects for fourteen (14) phases in the West Valley and thirteen (13) phases in the East Valley. SANBAG staff is directed to work with local jurisdictions and Caltrans to come back to the Board with a project sequencing and financial plan that can be included with the 2016 update of the 10-Year Delivery Plan.

B. Direct staff to reprioritize and develop an implementation strategy for the remaining Valley interchanges based on costs to be updated in the 2015 Development Mitigation Nexus Study. Interchanges that are included in the phasing program may need to be re-prioritized once it is determined by local jurisdictions whether they are prepared to proceed with the phasing plan. Options to be considered in the implementation strategy include: constructing partial interchanges, in coordination with Caltrans and the Federal Highway Administration; constructing interchange improvements in conjunction with the I-10 and I-15 mainline projects; permitting jurisdictions to advance interchange construction with the possibility of being reimbursed with future Measure I funds; or constructing interchanges in the event funds become available through currently unforeseen state and/or federal funding programs. SANBAG will continue to pursue additional state/federal funding for interchanges when the opportunities arise.

C. Based on Recommendations A and B, develop revisions to Measure I Strategic Plan Policy 40005 for subsequent consideration by the SANBAG Board.

Background:
The SANBAG Board directed staff to re-examine the Valley interchange priority list by 2015, per Measure I Strategic Plan Policy 40005/VFI-15. In addition, the SANBAG Board had previously authorized staff to evaluate the opportunities for lower-cost phased interchange improvements as a way to stretch the available financial resources across a greater number of interchanges. The phasing options and interchange priorities were addressed in an integrated fashion. The phasing analysis, combined with a re-evaluation of the priority list, will position SANBAG to make best use of Measure I dollars available to the Valley Interchange Program.

The original priority list for Valley interchanges (contained in Table IV-3 of the Measure I Strategic Plan) was based on the relationship between relief of existing congestion and total interchange cost. The interchange ranking was based on the ratio of daily delay saved divided by the total interchange cost. For purposes of this analysis, staff broadened the options for prioritization of interchanges and phases in conjunction with the Transportation Technical

Advisory Committee (TTAC) and an ad hoc committee of the City/County Managers Technical Advisory Committee (CCMTAC). This included options to prioritize phased improvements within the context of the full interchange program.

After coordination with the TTAC and CCMTAC, the recommendation was developed to implement a phasing program within the Valley Freeway Interchange Program in collaboration with local jurisdictions and Caltrans. The phased improvements represent primarily ramp and intersection projects for fourteen (14) phases in the West Valley and thirteen (13) phases in the East Valley. SANBAG staff would work with local jurisdictions and Caltrans to come back to the Board with a project sequencing and financial plan that can be included with the 2016 update of the 10-Year Delivery Plan. This may include packaging of two or more phases into a single project. These phases taken together with the interchanges that have been completed, are under construction, and in development will mean 29 Valley interchanges improved in the first 15 years of Measure I 2010-2040, recognizing that some of the interchanges may not be improved to the ultimate configuration.

In addition, a recommendation was developed to reprioritize and develop an implementation strategy for the remaining Valley interchanges based on costs to be updated in the 2015 Development Mitigation Nexus Study. Interchanges that are included in the phasing program may need to be re-prioritized once it is determined by local jurisdictions whether they are prepared to proceed with the phasing plan. Options to be considered in the implementation strategy include: constructing partial interchanges, in coordination with Caltrans and the Federal Highway Administration; constructing interchange improvements in conjunction with the I-10 and I-15 mainline projects; permitting jurisdictions to advance interchange construction with the possibility of being reimbursed with future Measure I funds; or constructing interchanges in the event funds become available through currently unforeseen state and/or federal funding programs. SANBAG will continue to pursue additional state/federal funding for interchanges when the opportunities arise.

It should be noted that, given the expected funding limitations, there will be no perfect solution to the setting of priorities for the Valley Freeway Interchange Program. The goals are to derive as much benefit as possible from the funds available, to consider geographic equity, and to deliver these projects in a timely manner. The CCMTAC ad hoc committee recommended that future delay savings and public share cost be applied to determine prioritization for ultimate interchange improvements. The public share cost represents the share SANBAG contributes to the interchange project, which is matched by a local share (or development share) defined in the Nexus Study. This varies from the prioritization method applied to develop the original interchange rankings which included existing delay savings and total project cost.

Historical Interchange Program Background

The Freeway Interchange Program was established as one of the Valley subarea programs in Measure I 2010-2040, passed by the voters of San Bernardino County in 2004. The extension of Measure I, and its associated programs, went into effect on April 1, 2010. The Valley Interchange Program is to receive 11 percent of Valley subarea Measure I revenue with additional contributions from new development and other State and federal revenues as indicated by the Measure I 2010-2040 Expenditure Plan.

The Measure I 2010-2040 Expenditure Plan, as included in the ballot measure, forecast that almost $500 million in Measure I revenue, in 2004 dollars, would be available to the Valley Interchange Program. Together with contributions from new development of $333 million and $32 million in State/Federal revenues, the program was projected to receive approximately $860 million over the 30-year life of the Measure. The revenue estimates were stated as not binding or

controlling. Exhibit D2 of the Expenditure Plan listed 31 interchanges under the heading "Improvements including but not limited to:" The text of the Expenditure Plan stated that these were "projects to be constructed with Freeway Interchange Projects funds" and that geographic equity was to be taken into account. The original Exhibit D2 from the Expenditure Plan is provided below:

Freeway Interchange Projects	**Amount**
*Improvements **including but not limited to**:*	
I-10 Interchanges at Monte Vista, Grove/Fourth St, Vineyard, Cherry, Citrus, Cedar, Riverside, Mt. Vernon, Tippecanoe, Mountain View, California, Alabama, Wabash, Live Oak Canyon, Wildwood Canyon	
I-15 Interchanges at 6th St/Arrow, Baseline, Duncan Canyon, Sierra	
SR-60 Interchanges at Ramona, Central, Mountain, Grove, Vineyard	
I-215 Interchanges at University Parkway and Palm	
SR-30/210 Interchanges at Waterman, Del Rosa, Highland, 5th St, and Baseline	
Freeway Interchange Projects Measure "I" Revenue	**$ 497 Million**
State and Federal Revenues	$ 32 Million
Contribution from New Development	$ 333 Million
Total Interchange Projects Revenues	$ 862 Million

The SANBAG Development Mitigation Nexus Study was prepared in conjunction with local jurisdictions to define a program of interchange, railroad grade separation and arterial improvements that would serve as a pool of projects on which Measure I, State/Federal and development dollars could be expended. When the Nexus Study was first adopted by the SANBAG Board in October 2005, the interchange portion of the Nexus Study consisted of $910 million in projected costs for 38 interchanges in the Valley. This included the 31 interchanges listed in the Expenditure Plan plus seven additional interchanges identified during the Nexus Study development. Jurisdictions were provided an opportunity to list interchanges in the Nexus Study even though they may not have been listed in the original Expenditure Plan, with the understanding that the local share would have to be added to their fee programs. At the time, full funding of the Valley Interchange Program seemed to be within reach, even with relatively conservative assumptions on State and Federal revenue (less than 5 percent of the program).

Since then, the Valley Interchange Program has experienced significant increases in cost estimates and significant reductions in the forecasts of Measure I revenues. The increases in the Caltrans Construction Cost Index for 2004 and 2005 were 45.5 percent and 24.1 percent, respectively, or about 80 percent combined. The impact of these cost increases was seen in the cost estimates for all programs in the Measure I Strategic Plan, including the Valley Interchange Program. Even though construction costs have declined in the last several years, this reduction constitutes only a portion of the earlier increase. Further definition of interchange project scope and associated cost estimates added to the overall cost of the interchange program. The 2013 update of the Development Mitigation Nexus Study indicated estimated costs for the full Valley interchange program at $1.96 billion. Some of this change is a result of having additional information on interchange concepts, and all of the increase cannot be attributed to cost inflation alone.

At the same time, Measure I revenue saw a dramatic decline, from $148 million per year in Fiscal Year (FY) 2006/2007 to $106 million in FY 2009-2010, representing a reduction of

almost 30 percent from the peak. Although Measure I revenue has recovered to approximately $150 million in FY 2014-2015, the downturn in existing revenue has had a ripple effect on the forecast for Measure I revenue over the next 27 years. The 2014 update of the Measure I 10-Year Delivery Plan suggests that the total Measure I revenue will be in the range of $5.2 billion in 2013 dollars. This compares to the original expenditure plan forecast of $6 billion in 2004 dollars. The forecast had been as high as $8 billion when the SANBAG Board approved a revenue estimate in 2006 for purposes of preparing the Measure I Strategic Plan.

Despite the challenging financial environment described above, much has already been accomplished within the first several years of Measure I 2010-2040, attributable to the initiative of local governments and ability to capitalize on an infusion of State Proposition 1B revenues. Improvements on ten of the Valley interchanges in the Measure I interchange priority list have either already been constructed or are under construction, and project development is underway for 11 more. This progress is a credit to jurisdictions that took the initiative to begin project development prior to the initiation of Measure I 2010-2040. This includes projects constructed under the Project Advancement Process which provided local jurisdictions the ability to build projects with the expectation of public share reimbursement in advance of Measure I 2010-2040 going into effect so long as they initiated construction in a timely manner. The following Valley interchanges have been completed or are currently in construction:

- I-10/Live Oak (complete)
- I-10/Tippecanoe/Anderson Avenues (Phase I open to traffic, Phase II under construction)
- I-10/Riverside Avenue Phase I (complete)
- I-10/Pepper Avenue Phase I (complete)
- I-10/Citrus Avenue (open to traffic)
- I-10/Cherry Avenue (open to traffic)
- I-15/Base Line Road (in construction)
- I-15/Duncan Canyon Road (in construction)
- I-15/Sierra Avenue (in construction)
- SR-60/Euclid Avenue eastbound ramps (completed as a phased improvement)

In addition, the following projects are in the development stage. Although these interchanges were not included in the scope of the SANBAG Board's phasing analysis, cost reductions are still being sought when those opportunities arise. This could include modifications of any original interchange concept that is in the interest of the overall interchange program. This will be referred to as project "re-scoping," and any such proposals are being thoroughly discussed with the local jurisdictions involved. The intent is to obtain maximum benefit from the available Measure I dollars. All of these interchanges are included in the SANBAG 2014 10-Year Delivery Plan.

- I-10/Cedar Avenue
    - Environmentally cleared in early 2014
    - Contract with Caltrans for design initiated in 2015
    - Right-of-way acquisition anticipated to begin in 2016
    - Construction anticipated to begin in 2019
- SR-210/Baseline
    - Currently being cleared environmentally with SR-210 mainline project
    - Construction anticipated to begin in early 2017
- SR-60/Central Avenue
    - Environmental process initiated in late 2014
    - Construction anticipated to begin in early 2018

- I-10/University Avenue
  - Environmental process initiated in mid-2014
  - Construction anticipated to begin in early 2018
- I-215/University Avenue
  - Currently re-evaluating interchange concepts
  - City expected to complete Project Study Report in early 2016
  - Environmental process anticipated to begin in late 2015
  - Construction anticipated to begin in mid-2018
- I-10/Alabama Street
  - It has been recently determined that this interchange can proceed as an independent project, as reconstruction is not required as part of the I-10 widening
  - Construction anticipated to begin in early 2019
- I-10/Mount Vernon Avenue
  - Currently re-evaluating interchange concepts
  - Project Study Report anticipated to be initiated in late 2015
  - Construction anticipated to begin in early 2020
- SR-60/Archibald Avenue
  - Environmental process initiated in early 2015
- I-10/Monte Vista Avenue
  - Improvements anticipated to occur in conjunction with I-10 mainline project
  - Construction anticipated to begin in early 2019
- I-10/Euclid Avenue
  - Improvements anticipated to occur in conjunction with I-10 mainline project
  - Construction anticipated to begin in early 2019
- I-10/Pepper Avenue Phase II
  - Currently in design
  - Construction anticipated to begin in early 2016
- I-10/Riverside Avenue Phase II
  - Currently being developed by the City of Rialto
  - Construction anticipated to begin in early 2018

Table 1 presents interchange phased project rankings. The phasing analysis indicates that implementation of phased projects is feasible and beneficial to the Valley. **Table 2** presents a summary of the revised rankings using future delay savings and public share costs as the ranking criteria. The analysis of phasing is not included in **Table 2**. For the purposes of this analysis, the interchanges within Tier 1 (Top 10 on the priority list) were not evaluated for reprioritization, given that they are already proceeding through project development according to the current delivery plan schedules. For the existing condition, the analysis was conducted as if the interchange improvements could be in place today, so as to create a level playing field for the analysis of all the interchanges. To more accurately evaluate benefits associated with new interchanges, all future interchanges were modeled through application of the San Bernardino Transportation Analysis Model (SBTAM). The future interchanges were coded into the model to identify vehicle delay savings as if the interchange existed. This level of modeling was not available when the original priority list was developed. A more simplified approach had been used wherein delay benefits were estimated based on model-generated volume reductions at adjacent interchanges. The new approach tended to show greater levels of benefit for new interchanges. However, the costs for new interchanges are also high.

The analysis in **Table 2** includes the most current SANBAG Board-approved costs for Valley interchanges in the 2013 Development Mitigation Nexus Study. However, in December 2015 or January 2016 the Board will consider the biennial iteration of Nexus Study cost updates. Therefore, a final ultimate interchange prioritization list should incorporate the updated cost

information that the Board will adopt in a few months. In addition, the analysis includes updated existing condition (2014) delay as observed through field queue studies. The methodology applied in the field was consistent with the methodology applied in the development of the current priority rankings.

Table 2 indicates the change in priority in the "Priority Delta" column. This shows whether the ranking went up or down and by how much, compared to the current ranking of the interchanges. The analysis revealed that, in general, the ranking by public share did not significantly alter the ranking when compared to the ranking by total project cost.

Table 1
Interchange Analysis: Potential Phasing Improvements

1	2	3	4	5	6	7	8
		2013 Strategic Plan Nexus Study				VHD Saved / Public Share Cost	
Phase Code	Phase Cost ($Million)	Full Interchange Cost ($Million)	Fair Share %	Rank	Existing VHD Saved	Existing VHD Saved/ ($Million)	Rank
SR-60/Grove-A	$0.67	$51.00	48.3%	11	42	121.72	1
SR-60/Mountain-B	$0.33	$15.00	46.2%	14	20	116.93	2
SR-60/Grove-B	$0.67	$51.00	48.3%	11	39	112.36	3
I-215/Palm-A	$0.40	$11.00	15.8%	26	19	55.37	4
SR-210/Waterman-C	$1.05	$51.00	18.2%	17	46	53.97	5
SR-210/Del Rosa-B	$0.95	$36.00	32.8%	20	29	45.26	6
SR-60/Mountain-A	$0.67	$15.00	46.2%	14	16	43.54	7
SR-210/Waterman-A	$1.71	$51.00	18.2%	17	56	40.31	8
I-10/Mountain View-B	$1.43	$51.00	37.8%	18	35	39.35	9
I-10/Wildwood*	$3.00	$35.00	50.0%	29	55	36.67	10
I-10/Mountain View-A	$1.81	$51.00	37.8%	18	38	34.17	11
I-10/California-A	$0.95	$45.00	47.8%	27	15	29.51	12
SR-60/Euclid-A	$0.69	$6.00	44.5%	12	9	22.91	13
SR-210/Del Rosa-A	$2.85	$36.00	32.8%	20	37	19.40	14
SR-60/Ramona-A	$0.57	$30.00	31.3%	15	7	17.39	15
SR-60/Grove-C	$7.55	$51.00	48.3%	11	61	15.66	16
I-10/Euclid-A	$2.59	$9.00	17.4%	13	27	12.54	17
SR-60/Vineyard-A	$0.76	$51.00	60.3%	24	3	10.74	18
SR-60/Vineyard-B	$0.76	$51.00	60.3%	24	3	10.74	18
I-215/Palm-B	$1.43	$11.00	15.8%	26	12	10.36	20
SR-210/5th-B	$2.47	$8.00	41.9%	21	8	5.46	21
SR-210/ Waterman-B	$1.81	$51.00	18.2%	17	8	5.21	22
SR-60/Euclid-B	$5.12	$6.00	44.5%	12	12	4.25	23
SR-210/5th-A	$1.71	$8.00	41.9%	21	4	3.95	24
SR-60/Euclid-C	$4.27	$6.00	44.5%	12	9	3.71	25
SR-60/Ramona-B	$4.37	$30.00	31.3%	15	9	2.84	26
SR-60 Vineyard-C	$8.08	$51.00	60.3%	24	6	2.02	27
Total	**$58.63**	**$370**					

Note: * Contingent upon Caltrans and FHWA acceptance for phasing of new interchange

Table 1, Continued
Interchange Analysis: Phasing Improvement Codes & Descriptions

Phase Code	Interchange	Description
1-10EU	I-10/Euclid	Median southbound left turn (& restripe eastbound off-ramp)
2-10CA	I-10/California	Widen eastbound off-ramp
3-10MV-A	I-10/Mountain View	Add S/S single left turn lanes
4-10MV-B	I-10/Mountain View	Widen eastbound off-ramp
5-60RA-A	SR-60/Ramona	Widen eastbound off-ramp
6-60RA-B	SR-60/Ramona	Add northbound left turn at westbound on-ramp
7-60MT-A	SR-60/Mountain	Widen westbound off-ramp
8-60MT-B	SR-60/Mountain	Add southbound right turn lane at westbound ramps
9-60EU-A	SR-60/Euclid	Widen eastbound off-ramp
10-60EU-B	SR-60/Euclid	Add northbound dual left turn at westbound ramps & northbound thru lane at eastbound ramps
11-60EU-C	SR-60/Euclid	Add southbound dual left turn at eastbound ramps
12-60GR-A	SR-60/Grove	Widen eastbound off-ramp
13-60GR-B	SR-60/Grove	Widen westbound off-ramp
14-60GR-C	SR-60/Grove	Northbound & southbound dual left turn lanes
15-60VI-A	SR-60/Vineyard	Widen eastbound off-ramp
16-60VI-B	SR-60/Vineyard	Widen westbound off-ramp
17-60VI-C	SR-60/Vineyard	Northbound & southbound dual left turns
18-2105th-A	SR-210/5th	Widen northbound off-ramp
19-2105th-B	SR-210/5th	Improve westbound between northbound & southbound intersections
20-210WA-A	SR-210/Waterman	Add right turn to eastbound off-ramp
21-210WA-B	SR-210/Waterman	Add 2nd southbound right turn on Waterman approaching 30th
22-210WA-C	SR-210/Waterman	Restripe southbound at eastbound ramp & Widen eastbound ramp
23-210DR-A	SR-210/Del Rosa	Dual northbound left turn & widen westbound on-ramp & widen Del Rosa between Date & eastbound ramps
24-210DR-B	SR-210/Del Rosa	Widen eastbound off-ramp
25-215P-A	I-215/Palm	Widen northbound right turn ramp
26-215P-B	I-215/Palm	Add westbound left turn pocket
27-10WW	I-10/Wildwood	Construct partial interchange, remove rest stop

Table 1, Continued
Interchange Analysis: Column Description

Column	Description
1	See Interchange Analysis Phasing Improvement Codes & Descriptions Table. The Phase Codes were created using a unique number separated by "-" then highway number and intersecting street abbreviation followed by "-" and an alphanumeric representation where more than one phase for the location exists. For example, Phase "3-10MV-A" has a unique ID of 3 for improvements on I-10/Mountain View, option A.
2	Phase cost estimate as provided by Parsons ($2015)
3	Full interchange improvement cost estimate according to the 2013 Development Mitigation Nexus Study ($2013) (http://www.sanbag.ca.gov/planning2/cmp/cmp11NexusStudy_k.pdf)
4	Project ranking according to the Development Mitigation Nexus Study
5	Fair share percentage (local share) according to the Development Mitigation Nexus Study
6	Existing daily VHD (not shown) less VHD for phased construction
7	Existing VHD saved per million dollars of public share cost (Col 6/(Col 2*(1-Col 4)))
8	Rank of VHD saved per public share cost, Column 9 (highest benefit/cost ranked 1st)

Table 2
Ultimate Interchange Reprioritization Analysis
(Tentative – to be updated with 2015 Development Mitigation Nexus Study costs)

1	2	3	4	5	6	7	8
	Original Nexus Study				Future VHD Saved/ Public Share Cost ($Millions)		
Interchange	Cost ($Millions)	Rank	Fair Share %	2013 Cost ($Millions)	VHD Saved/ $Millions	Rank	Priority Delta
SR-60/Euclid	$7.00	12	44.5%	$6.00	117.56	11	1
SR-210/5th	$17.81	21	41.9%	$8.00	102.19	12	9
I-10/Pepper	$33.85	19	34.0%	$7.70	94.59	13	6
I-15/Sierra	$12.70	16	80.3%	$13.00	83.07	14	2
I-10/Euclid	$8.00	13	17.4%	$9.00	56.95	15	(2)
SR-60/Mountain	$23.00	14	46.2%	$15.00	52.52	16	(2)
I-215/Palm	$10.93	26	15.8%	$11.00	30.80	17	9
I-10/Alder	$33.97	28	50.0%	$99.00	25.88	18	10
I-10/Wabash	$26.72	33	35.8%	$40.00	25.66	19	14
I-10/California	$45.00	27	47.8%	$45.00	23.04	20	7
I-10/Wildwood	$31.10	29	50.0%	$35.00	21.31	21	8
SR-60/Grove	$45.00	11	48.3%	$51.00	20.21	22	(11)
I-10/Mountain View	$50.90	18	37.8%	$51.00	18.45	23	(5)
I-10/Beech	$34.35	31	50.0%	$114.00	17.72	24	7
SR-210/Del Rosa	$35.63	20	32.8%	$36.00	16.73	25	(5)
I-10/4th/Grove	$70.00	25	17.1%	$128.00	16.65	26	(1)
SR-210/Waterman	$50.90	17	18.2%	$51.00	16.08	27	(10)
I-15/6th-Arrow	$36.90	23	50.0%	$91.30	16.01	28	(5)
I-215/Pepper-Linden	$50.90	30	50.0%	$57.00	15.44	29	1
SR-60/Vineyard	$45.00	24	60.3%	$51.00	12.54	30	(6)
I-10/Vineyard	$74.00	22	60.0%	$84.00	7.30	31	(9)
SR-60/Ramona	$26.72	15	31.3%	$30.00	6.61	32	(17)

Ultimate Interchange Reprioritization Analysis Column Description

Column	Description
1	Nexus Study Interchanges
2	Nexus Study Original Interchange Cost Estimate in millions ($2006)
3	Nexus Study Priority
4	Nexus Study Fair Share (local share) percentage, public share would be 100% - Fair Share %
5	2013 Updated Nexus Study Interchange Cost Estimate in millions ($2013)
6	Future vehicle hours of delay saved per million dollars of public share, Column M/((Column E* (1-Column D))
7	Rank of future vehicle hours of delay saved per million dollars of public share cost (Rank of Column Q) for interchanges considered for reprioritization (i.e. current priority from 10-33)
8	Change in priority based on future VHD per million dollars of public share cost assuming no reprioritization for current priority 1-10 interchanges, negative number means reduction in priority, positive number means increase in priority (Column C - Column R).

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

Reviewed By:
This item was reviewed and recommended for approval (17-0-0) with a quorum of the board present at the Board of Directors Metro Valley Study Session on October 15, 2015.

Responsible Staff:
Steve Smith, Director of Planning

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 12

Date: November 4, 2015

Subject:
Management Analyst II Position for Railroad Right-of-Way Management

Recommendation:
That the Board:

A. Approve the use of a vacant Management Analyst II position originally budgeted for the Vanpool Program for a new railroad right-of-way management position.

B. Approve an expense budget amendment to the SANBAG Fiscal Year 2015/2016 Budget to increase Task No. 0377 Commuter Rail Operating by $125,000 in Rail Assets as the fund source for the right-of-way management position is different than the Vanpool Program position.

Background:
San Bernardino Associated Governments (SANBAG) owns 58.8 miles of railroad right-of-way and has over 1,300 approved grants-of-use agreements with various entities along the right-of-way. Management of SANBAG's railroad right-of-way is currently done through a combination of SANBAG staff and an on-call right-of-way property management consultant with the consultant taking the lead. Typical right-of-way management activities include preparation and management of grants-of-use agreements, development and implementation of property management procedures, disposal of excess property, responding to inquiries, research, field inspections, and tracking maintenance needs such as weed and graffiti abatement. The on-call consultant averages about 4,000 hours annually and the average annual cost based on the last three fiscal years is $615,000. In Fiscal Year 2014/2015 SANBAG staff dedicated approximately 550 hours to right-of-way management activities at a cost of $55,000. The combined total of consultant and SANBAG staff time is $670,000. SANBAG currently generates an average of $500,000 annually from grants-of-use revenue, identified as Rail Assets Funds, and is using fund balance to sustain the cost of right-of-way management.

SANBAG staff is concerned that costs are exceeding revenue and that institutional knowledge is not being developed. Additionally, the billing process for the grants-of-use revenue is being facilitated by the consultant with very little participation by SANBAG staff. Staff believes taking a more hands on approach with management of railroad right-of-way activities is important. As such, staff analyzed the needs and is recommending a full time Management Analyst II position to take the lead on railroad right-of-way management activities with assistance from an on-call right-of-way property management consultant.

Tasks to be assigned to the new in-house staff person include processing new agreements, updating outdated agreements, setting up an internal process for billing, implementing a proactive weed and graffiti abatement program, primary contact for public and private right-of-way inquires, research and provide information relative to claims, create a database of surplus

Entity: CTA, CTC

properties and implement a program for selling or disposing of the surplus properties. The on-call consultant would continue to provide support through geographic information systems staff and two key personnel, a project manager/property manager and a property administrator, for activities such as research, field inspections, review of documents relating to transit and rail capital projects, work with assessor's office on property issues, and other activities as assigned.

After an implementation period, it is anticipated the total number of on-call consultant hours would be reduced to approximately 2,000 per year. This would result in the estimated annual cost for right-of-way management activities associated with staff time of $530,000 including $330,000 in consultant costs and $200,000 in staff time.

Staff has identified the need to update over 500 outdated grants-of-use agreements that are not currently generating fee revenue. Once updated it is anticipated there will be an additional $600,000 in annual revenue available. This revenue will continue to be used to support right-of-way management activities as well as other items such as improvements along rail right-of-way including those at the San Bernardino Santa Fe Depot as approved by the SANBAG Board. As indicated above, the update of the outdated agreements is one of the tasks that will be assigned to the new staff person.

SANBAG staff researched other regional transportation planning agencies such as Orange County Transit Authority, Riverside County Transportation Commission and Los Angeles County Metropolitan Transportation Authority and found that all have dedicated staff for railroad right-of-way management activities.

The current on-call right-of-way property management consultant contract, Contract No. C11206 with Epic Land Solutions, Inc. is set to expire on May 31, 2016. A request to authorize the release of request for proposal for further on-call right-of-way consultant services is scheduled for the November 2015 Commuter Rail and Transit Committee. Currently, under Contract No. C11206, maintenance of way services are handled through use of a sub-consultant. Staff is proposing that the maintenance activities be handled under a separate contract directly administered by SANBAG staff. Authorization to release this additional request for proposals will be presented at the November 2015 Commuter Rail and Transit Committee as well.

Lastly, administration of the Vanpool Program has been transferred to the Air Quality and Mobility Department as it is most appropriate it be administered in conjunction with the on-going Rideshare Program. The plan is to have a consultant administer the Vanpool Program instead of hiring additional SANBAG staff. The SANBAG Fiscal Year 2015/2016 Budget includes $261,428 for staff time and $300,000 for consultant support under Task No. 0383 Vanpool Program in Congestion Mitigation and Air Quality Funds. It is anticipated that this should provide sufficient budget to utilize a consultant to administer the Vanpool Program in Fiscal Year 2015/2016. The fund source for administration of right-of-way management activities is primarily Rail Assets Funds. Recommendation B is a request to add $125,000 in Rail Assets Funds to Task No. 0377 Commuter Rail Operating to fund the new right-of-way management position for the remainder of the fiscal year, or approximately seven months. The average annual cost of the Management Analyst II position including overhead is estimated at $200,000.

Financial Impact:

This item is not consistent with the SANBAG Fiscal Year 2015/2016 Budget. A budget amendment has been requested under Recommendation B.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 15, 2015.

Responsible Staff:
Carrie Schindler, Director of Transit and Rail

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 13

Date: November 4, 2015

Subject:
Amendment 2 to Contract No. C12009 with Parsons Brinckerhoff for Construction Management for the Downtown San Bernardino Passenger Rail Project and Eastern Maintenance Facility Project

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

Approve Amendment No. 2 to Contract No. C12009 with Parsons Brinckerhoff for construction management services on the Eastern Maintenance Facility Project and Downtown San Bernardino Passenger Rail Project, increasing the total contract amount by $3,193,391, to be funded with Local Transportation Fund – Rail, for an amended not-to-exceed amount of $9,744,930.72 and extending the contract term through December 31, 2017.

Background:
On January 4, 2012, the San Bernardino Associated Governments (SANBAG) Board of Directors, acting as the San Bernardino County Transportation Authority, awarded Contract No. C12009 to Parsons Brinckerhoff (PB) for construction management services for the Eastern Maintenance Facility Project (EMF) and the Downtown San Bernardino Passenger Rail Project (DSBPRP) in an amount not-to-exceed $6,262,324.72.

On February 6, 2013, Amendment No.1 to this contract was approved in the amount of $289,215 for pre-construction utility verification, increasing the amount of Other Direct Cost (ODC) required for field office and adding Southern California Regional Rail Authority (SCRRA) to the indemnification section of the contracts for DSBPRP.

Staff is requesting Amendment No. 2 to Contract No. C12009 be approved, increasing the contract amount $3,193,391 and extending the term from December 31, 2015 to December 31, 2017, to cover the cost of construction management services due to additional effort required for unforeseen issues and a substantially longer construction schedule.

A portion of the amendment amount, $198,614 is related to the EMF project which was completed in early 2014. The EMF project costs have been validated and were within the total contract amount authorized but beyond the original fee identified for the EMF portion of work. The remaining, $2,994,777 is related to the DSBPRP. The tasks that require additional level of effort are described in detail in Attachment A.1.

In general, close-out of the EMF project occurred four months later than originally planned due to an unforeseen site condition related to construction of the Lytle Creek Channel Bridge, additional planting and walkway improvements required by Metrolink, administration of separate access road improvements, and claim negotiations with the contractor.

Entity: CTA

Construction of DSBPRP is underway and taking substantially longer than originally planned. There have been a significant number of utility conflicts requiring an additional level of effort to review revised plans and coordinate the required relocations with the various stakeholders which has taken additional time. This includes increased coordination efforts with the City of San Bernardino. Changes requested by the railroads, such as platform reconfiguration, temporary mini-high platforms, changes to construction staging, and restricted access, have caused additional work and time delays extending the contract term as well.

Approval of Amendment No. 2 to Contract No. C12009 in the amount of $3,193,391 would bring the total contract value to $9,744,930.72 and extend the term by two years. The increased fee is 13.3% of the construction capital cost of $73,227,051.10, and within the industry standard of 15%.

In addition, Amendment No. 2 eliminates the requirement for retaining 10% of each payment due to PB. Retention is not generally used for construction management services and provides no significant benefits to SANBAG, but creates an additional administrative burden and has therefore been determined to be unnecessary.

Financial Impact:
This item is consistent with the Fiscal Year 2015/2016 SANBAG Budget. Funding for the contract amendment is provided under Task No. 0323-San Bernardino Passenger Rail Project.

Reviewed By:
This item was reviewed and recommended for approval (7-0-1; Abstained: Wapner) by the Commuter Rail and Transit Committee on October 15, 2015. SANBAG General Counsel and Procurement Manager have reviewed this item and the contract amendment.

Responsible Staff:
Carrie Schindler, Director of Transit and Rail

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: C12009 (00-1000583) Amendment No.: 2 Vendor No.: 1610

Vendor/Customer Name: Parsons Brinckerhoff, Inc. Sole Source? [ ] Yes [X] No

Description: Construction Management Services for the Eastern Maintenance Facility and Downtown San Bernardino Passenger Rail Project

Start Date: 12/8/2011 Expiration Date: 12/31/2015 Revised Expiration Date: 12/31/2017

Has Contract Term Been Amended? [ ] No [x] Yes - Please Explain Construction schedule extended

List Any Related Contracts Nos.:

Dollar Amount			
Original Contract	$ 6,262,324.72	Original Contingency	$ -
Revised Contract (Inclusive of Prior Amendments)	$ 6,551,539.72	Revised Contingency (Inclusive of Prior Amendments)	$ -
Current Amendment	$ 3,193,391.00	Contingency Amendment	$ -
TOTAL CONTRACT VALUE	$ 9,744,930.72	TOTAL CONTINGENCY VALUE	$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	$ 9,744,930.72

[ ] Executive Director Date:

Executive Director Action:

[X] Board of Directors Date: 11/4/2015

Approve Amendment No. 2 to Contract No. C12009 with Parsons Brinckerhoff for construction management services on the Eastern Maintenance Facility Project and Downtown San Bernardino Passenger Rail Project, increasing the total contract amount by $3,193,391, to be funded with Local Transportation Fund – Rail, for an amended not-to-exceed amount of $9,744,930.72 and extending the contract term through December 31, 2017.

Board of Directors Action:

[X]

Invoice Warning: 20% Renewals: Type: [ ] Capital [ ] PAA [X] Other

[ ] Retention: % Maximum Retention: $ -

Services: [ ] Construction [ ] Intrgrnt/MOU/COOP [ ] A & E Services [X] 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: Victor Lopez

Attachment: C12009-2_CSS (2308 : Amendment 2 to Contract No. C12009 with Parsons Brinckerhoff)

AMENDMENT NO. 2 TO CONTRACT NO. C12009

FOR

CONSTRUCTION MANAGEMENT SERVICES FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

(PARSONS BRINCKERHOFF, INC.)

This AMENDMENT No. 2 to Contract No. C12009 (this "Amendment") is made by and between Parsons Brinckerhoff, Inc. (hereafter called "CONSULTANT") and the San Bernardino County Transportation Authority (hereafter called "AUTHORITY"). The AUTHORITY and CONSULTANT are each a "Party" and collectively "Parties" herein.

RECITALS:

A. AUTHORITY, under Contract No. C12009, has engaged CONSULTANT to provide construction management services for the Eastern Maintenance Facility Project and Downtown San Bernardino Passenger Rail Project; and

B. On February 12, 2013, AUTHORITY and CONSULTANT entered into Amendment No. 1 to extend the indemnification provisions of the Contract to the benefit of the Southern California Regional Rail Authority(SCRRA) and add additional scope for Construction Utility Verification.

C. AUTHORITY and CONSULTANT desire to amend the contract increasing the contract amount to provide for additional construction management services, eliminate the retention clause, and to extend the contract term to December 31, 2017; and

C. The Parties agree that the additional services will increase the Not-To-Exceed amount by $3,193,391.

NOW THEREFORE, the Parties mutually agree to amend Contract No. C12009 as follows:

1. The Scope of Services for Contract No. C12009 shall be amended to reflect the changes and additions described in Attachment A.1 to this Amendment No. 2, all to be performed to AUTHORITY's satisfaction. Except as specifically amended in Attachment A.1, the current provisions of the Scope of Services shall remain in force and effect.

2. ARTICLE 2. PERIOD OF PERFORMANCE is deleted and replace in its entirety to read as follows:

"ARTICLE 2. PERIOD OF PERFORMANCE

The Period of Performance by CONSULTANT under this Contract shall commence upon issuance of a written Notice To

Attachment: C12009-2_Amendment (2308 : Amendment 2 to Contract No. C12009 with Parsons Brinckerhoff)

Proceed (NTP) issued by Authority and shall continue in effect through December 31, 2017, or until otherwise terminated, or unless extended as hereinafter provided by written amendment."

2. Amend Article 3, "Price", sub-paragraph 3.2, to delete the first sentence and replace with the following:

   "The total not-to-exceed amount is Nine Million Seven Hundred Forty-Four Thousand Nine Hundred Thirty Dollars Seventy Two Cents ($9,744,930.72) for the services to be provided under this Contract."

3. Delete sub-paragraph 4.4 of Article 4, "Payment", , and replace with the following:

   "4.4 NOT USED"

4. Except as otherwise specified herein or in Attachment A.1, the modified and additional services set forth in Attachment A.1 shall be compensated in the same manner and under the same procedures as for the services under Contract No. C12009 and are subject to the amended not-to-exceed figure set forth in paragraph 2 above. Attachment B.1 to this Amendment No. 2, contains the projected budget for the cost components of the price increase negotiated by the parties for the completion of the modified and additional services set forth in Attachment A.1.

5. Attachment A.1 and Attachment B.1 are attached to and incorporated into this Amendment No. 2.

6. Contract No. C12009 and Amendment No. 1 are incorporated into this Amendment.

7. Except as amended by this Amendment No. 2, all other provisions of Contract No. C12009, as amended, remain in full force and effect.

----------Signatures are on the following page----------

Attachment: C12009-2_Amendment (2308 : Amendment 2 to Contract No. C12009 with Parsons Brinckerhoff)

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

PARSONS BRINCKERHOFF, INC

By: _____
Douglas B. Sawyer
Sr. Vice President

Date: _____

AUTHORITY

By: _____
Ryan McEachron
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Robert D. Herrick
Assistant General Counsel

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment: C12009-2_Amendment (2308 : Amendment 2 to Contract No. C12009 with Parsons Brinckerhoff)

Attachment A.1

Amendment No. 2 to Construction Management Services Contract No. C12009 with Parsons Brinckerhoff September 23, 2015

Downtown San Bernardino Passenger Rail Project (DSBPRP):

Parsons Brinckerhoff (PB) will extend construction management services for an additional 18 months, from January 2016 through June 2017, as a result of additional work activities/unforeseen issues which have occurred since the project's inception. Additional efforts include inspection, materials testing, staking, and construction management/administration for an extended period of time. To date, at least 259 Requests for Information (RFI) and 86 Requests for Change (RFC) have been submitted by the contractor. More RFIs and RFCs are expected to continue due to project complexity. RFCs received to date include installing a rail lubricator, temporary mini-high platform, signal replacement, and electrical work. Unforeseen conditions since the Notice to Proceed on April 9, 2014, have generated many extra Time and Material tickets from the contractor, which require additional field inspection and office administration. PB will also verify that commissioning is completed, punch list items are addressed, and the project is closed out properly. In addition, PB will assist SANBAG in negotiating a final settlement of workdays and CCOs. Numerous design revisions (48 to date) have been issued by HDR Engineering, Inc., the design engineer, since the beginning of the project. Additional/unforeseen issues which have occurred since the project's inception and extended the project duration include:

- Utility Conflicts and Delays

  The project's baseline schedule has been impacted by numerous utility conflicts. For sewer and water conflicts, the City required that plans be produced, and PB had to review them and obtain City approval. None of the Utility Agreements were finalized when the project was bid, requiring PB to provide additional coordination during construction. Edison has been slow relocating their overhead lines on K Street, delaying K Street construction, which in turn has delayed Third Street construction. The storm drain leading to the detention basin had a conflict with a sewer line, which had to be reconstructed, requiring additional design, review, and formal approval.

- City Requirements

  The City, under several different management teams, called for the contractor and CM to make many changes, such as requiring trenches to be backfilled each night, instead of allowing steel plates to be temporarily installed. To properly install pipe and place backfill, an entire crossing must be closed, and the City insists that only one street be closed at a time, delaying construction. The City approved mastic sealant for the storm drain joints, however, during construction, they insisted on mortared joints. Traffic Control Plans were approved by City staff, only to be changed by City inspectors in the field.

- Railroad Impacts

  Changes requested by Metrolink have caused additional work. These changes include platform reconfiguration, temporary mini-high platforms, and changes to the construction staging. Metrolink insisted that Tracks P-5 and P-6 stay open during construction and accommodate six-car trains, rather than the previously-stipulated five-car trains. This meant relocating signals and bumping posts, and extending the mini-high platforms. Additional coordination was required due to Metrolink's delay in fully vacating the

Attachment: C12009-2_Attachment A.1_Amendment No. 2_DSBPRP_Scope (2308 : Amendment 2 to Contract No. C12009 with Parsons

Inland Eastern Maintenance Facility. Additionally, at the on-set of the project the plan was that one safety briefing a week be done by the Employee in Charge when the track was taken out of service at the beginning of the work week. It has been determined that a daily briefing is required which has increased the coordination effort and time as work starts at various locations along the project. BNSF did not allow access to the Redlands Branch until June 1, 2015 for signal work.

- ROW

  Letters regarding Temporary Construction Easements were prepared and sent to 51 property owners. These TCEs required extensive tracking and coordination with SANBAG's legal representatives. Access to certain parcels was delayed, slowing construction and construction oversight.

- Demolition Issues

  Four houses were demolished on K Street. City permitting issues were encountered and there were delays relocating the water, sewer, and gas lines. Many underground utilities were not located where shown on the plans, requiring field-directed changes and additional coordination with the utility companies.

  During the demolition of the Heftner Building near Third Street, an underground storage tank was discovered. PB provided environmental professionals to study the tank and provide recommendations to properly dispose of the tank.

- Impacts with Adjacent San Bernardino Transit Center (SBTC) Project

  The original plan called for the DSBPRP to be constructed first, followed by the San Bernardino Transit Center. As it turned out, SBTC construction started first, and then DSBPRP construction started, resulting in both projects being built simultaneously. This required additional survey and coordination.

- Sub-consultants

  PB's sub-consultant Leighton was supposed to perform quality assurance testing. Leighton is now performing quality control testing for concrete and soil compaction, in accordance with the contractor's contract with SANBAG. This has resulted in many more tests than originally anticipated. The City has mandated that a full-time soils technician be present for backfilling activities within City right-of-way. The construction contract states backfill compaction tests were to be made at 250 foot intervals.

  PB's sub-consultant SECA has been replaced by Pacific Railway Enterprises (PRE). The original signal inspection scope has been expanded to include communications inspection and commissioning.

Eastern Maintenance Facility Project:

The Eastern Maintenance Facility Project (EMF) was implemented prior to the DSBPRP but under the same construction management contract, Contract No. C12009. The construction contract for the EMF Project preceded the DSBPRP so that Metrolink trains stored at the existing Inland Eastern Maintenance, located east of the San Bernardino Depot and adjacent to the DSBPRP platform, storm drain, and track work, would be not be in conflict with the DSBPRP construction activities. EMF construction was performed by LA Engineering under a stand-alone construction contract; however the construction management services were performed under the

Attachment: C12009-2_Attachment A.1_Amendment No. 2_DSBPRP_Scope (2308 : Amendment 2 to Contract No. C12009 with Parsons

same contract as DSBPRP. These services included staking, inspection, materials testing, construction administration, and claims mitigation. The overall project was extended by four months due to impacts on bridge construction, yard tracks, and closeout services, as described below:

- Lytle Creek Channel Bridge

  The Lytle Creek Channel Bridge was a key element of the EMF project, and its construction was on the schedule's critical path. During construction, a number of challenges occurred which affected construction operations, including encountering unforeseen buried debris during shoring installation, causing additional contractor work and requiring additional working days. The water table was encountered when drilling CIDH piles, which required an additional 20 days of installation, which in turn extended PB's time on the project as well. Concrete placed on the bridge gained strength slowly, doubling the 28-day curing time. This affected subsequent construction operations on the bridge. Extra core testing by PB's lab and an independent lab was required. QC testing was added to PB's existing task of QA testing. This increased PB's material testing costs.

- Additional Items Required at EMF Yard

  Additional plating and walkway materials required by Metrolink caused additional work for the contractor and extended the contract time. After the contractor's contract was closed out, carryover items including striping, signage, and access roadway surfacing were given to a subsequent contractor to complete. This required additional oversight from PB.

- Closeout Services

  There were numerous reviews and rebuttals of the contractor's time impact analysis. This increased the efforts of the PB team including the project scheduler. Additional work also involved resolving 13 RFCs by the contractor. PB's successful negotiations resulted in the claim amount initially requested by LA Engineering by one-third.

Attachment: C12009-2_Attachment A.1_Amendment No. 2_DSBPRP_Scope (2308 : Amendment 2 to Contract No. C12009 with Parsons

PARSONS BRINCKERHOFF
SANBAG Contract No. C12009
Eastern Maintenance Facility and Downtown San Bernardino Passenger Rail Project

		ORIGINAL CONTRACT		AMENDMENT 1		AMENDMENT 2		REVISED CONTRACT	
		TOTAL HOURS	TOTAL COSTS	INCREASED HOURS	INCREASED COSTS	INCREASED HOURS	INCREASED COSTS	TOTAL HOURS	INCREASED COSTS
	EASTERN MAINTENANCE FACILITY								
1	PRE-CONSTRUCTION SERVICES	1,212	$ 183,007.06					1,212	$ 183,007.06
2	CONSTRUCTION	4,538	$ 625,442.64			1,776	$ 198,614.00	6,314	$ 824,056.64
3	SURVEY	1,878	$ 233,658.20					1,878	$ 233,658.20
4	POST-CONSTRUCTION SERVICES	640	$ 92,444.62					640	$ 92,444.62
5	STAFF AUGMENTATION								$ -
	OTHER DIRECT COSTS		$ 54,500.00		$ 40,685.00				$ 95,185.00
	SUBCONSULTANT COSTS		$ 287,000.00						$ 287,000.00
	SUB-TOTAL	8,268	$ 1,476,052.52	-	$ 40,685.00	1,776	$ 198,614.00	10,044	$ 1,715,351.52
	DSBPRP								
1	PRE-CONSTRUCTION SERVICES	2,576	$ 362,034.94	591	$ 143,910.00			3,167	$ 505,944.94
2	CONSTRUCTION	15,085	$ 1,926,032.08			17,700	$ 2,414,984.00	32,785	$ 4,341,016.08
3	SURVEY	6,576	$ 817,803.52			130	$ 37,528.00	6,706	$ 855,331.52
4	POST-CONSTRUCTION SERVICES	993	$ 135,331.63					993	$ 135,331.63
5	STAFF AUGMENTATION	1,540	$ 216,917.90					1,540	$ 216,917.90
	OTHER DIRECT COSTS		$ 137,277.13		$ 104,620.00		$ 163,800.00		$ 405,697.13
	SUBCONSULTANT COSTS		$ 1,190,875.00				$ 378,465.00		$ 1,569,340.00
	SUB-TOTAL	26,770	$ 4,786,272.20	591	$ 248,530.00	17,830	$ 2,994,777.00	45,191	$ 8,029,579.20
	TOTAL PROJECT COSTS	35,038	$ 6,262,324.72	591	$ 289,215.00	19,606	$ 3,193,391.00	55,235	$ 9,744,930.72

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

Minute Action

AGENDA ITEM: 14

Date: November 4, 2015

Subject:
August 2015 Right-of-Way Grants of Use Report

Recommendation:
Receive August 2015 Right-of-Way Grants of Use Report.

Background:
The Board of Directors adopted the SANBAG Rail Property Policy No. 31602 on July 2, 2014. In accordance with Policy No. 31602, Section B - Policy Principals and Authority to Execute Grants of Right of Use, the Board authorized the Executive Director, or designee, to approve all grants of rights of use documents as approved to form by General Counsel.

Attachment A identifies the grants of right of use approved in August 2015.

Financial Impact:
This item is consistent with the approved SANBAG Fiscal Year 2015/2016 Budget. Presentation of the monthly Right-of-Way report demonstrates compliance with the SANBAG Rail Property Policy No. 31602.

Reviewed By:
This item was received by the Commuter Rail and Transit Committee on October 15, 2015.

Responsible Staff:
Carrie Schindler, Director of Transit and Rail

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

Entity: CTA, CTC

Attachment A

August 2015 Right-of-Way Grants of Use Report

Vendor Name	Contract No.	Agreement Type	Linked Agreements	Executed Date	Term Date	Application Fee	Annual Admin Fee	Use Fee	Use Fee Duration	Fee's Waived	Waived Fee Amount	Waived Fee Comments
All American Asphalt	16-1001342	ROE	15-1001186, 15-1001187& C14058	8/31/15	6/30/2016	$ 579.80	$0.00	$390.00	one-time	x	$2,760.20	Portion of fee waived because it is SANBAG's contribution to the project

Total One-time Application Fee	**$ 579.80**	
Total Annual Admin Fee		**$0.00**
Total One-time Use Fee		**$390.00**

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Minute Action

AGENDA ITEM: 15

Date: November 4, 2015

Subject:
Redlands Passenger Rail Project - Operations and Maintenance Approach

Recommendation:
That the Board:

A. Authorize the Executive Director or his designee to begin negotiations with the Southern California Regional Rail Authority to provide Maintenance of Way and Dispatching services for the Redlands Passenger Rail Project; and

B. Authorize the Executive Director or his designee to begin negotiations with Omnitrans to provide Maintenance of Equipment and Rail Operations services for the Redlands Passenger Rail Project.

C. Approve modifications to Valley Metrolink/Passenger Rail Program Measure I 2010 – 2040 Strategic Plan Policy 40007 as shown in Attachment 1.

Background:
With the San Bernardino Associated Governments (SANBAG) Board of Directors identifying the Redlands Passenger Rail Project (RPRP) as one of its priority projects and RPRP gaining environmental clearance in March of this year, staff is moving forward with the delivery of the project. A key component to the successful implementation of this new passenger rail service is identifying the appropriate entities to operate and maintain the railroad and the associated rail equipment. SANBAG staff is recommending that the Southern California Regional Rail Authority (SCRRA) be contracted to provide Maintenance of Way and Dispatch services, while Omnitrans will be contracted with to provide Maintenance of Equipment and Rail Operations services.

Generally, there are four components of a passenger railroad system: Maintenance of Way, which ensures the track and supporting structures, drainage systems and agency-owned property meets Federal Railroad Administration (FRA) regulations, local codes, and is safe for use; Dispatch, which controls the operation of the railroad by granting authority for a train to occupy a given section of track; Maintenance of Equipment, which refers to the servicing, inspection, repair, and overhauling of railroad vehicles; and Operations, which constitutes the staff that actually operates the trains and provides customer interface.

In July of 2015, SANBAG completed a study analyzing the best approach of how the RPRP service should be managed and what type of organizational structure should be used. A separate legal review of the results of this study was also completed, which assessed the potential liability risks of the different organizational structures identified. Five organizational structures were reviewed with different responsibilities being held by SANBAG, the Southern California

Regional Rail Authority (SCRRA), and Omnitrans. The different scenarios are listed below with the associated annual operations and maintenance costs:

SCENARIO	Maintenance of Way	Dispatch	Maintenance of Equipment	Rail Operations	Annual Costs (millions)
1	SCRRA	SCRRA	SCRRA	SCRRA	$10.2
2	SCRRA	SCRRA	SANBAG	SANBAG	$8.1
3	SANBAG	SANBAG	SANBAG	SANBAG	$9.3
4	Omnitrans	Omnitrans	Omnitrans	Omnitrans	$9.0
5	SCRRA	SCRRA	Omnitrans	Omnitrans	$7.9

It is important to note that for all of the scenarios it was assumed that Maintenance of Way, Maintenance of Equipment, and Rail Operations would be completed by a contractor procured and managed by the entity listed above. Contracting of these services alleviates the agency's need to hire employees that would fall under the Railroad Retirement Board and Federal Employees Liability Act requirements, which would increase costs by 15% to 20% due to long term benefit payments. Dispatch services would also be a contracted service if not managed by SCRRA, who has direct employees dispatching their railroad. SCRRA uses contractors to operate all of the other components of their passenger rail system.

The evaluation of these five scenarios consisted of both a quantitative review, estimating annual operations and maintenance costs and taking into account additional full time employees that would be needed to manage the new RPRP service; and a qualitative analysis of the technical capacity of each agency to direct passenger rail services, ability to conduct oversight functions, governing board familiarity with passenger operations, ability to provide integration of other transit services, marketing, and fares, and local control of the new regional service.

Based on these evaluation factors it was determined that using SCRRA as the managing agency for Maintenance of Way and Dispatching services was ideal due to economies of scale and cost savings associated with using SCRRA's Positive Train Control (PTC) system. Nine miles of additional railroad could easily be incorporated into SCRRA's maintenance and inspection responsibilities with limited additional staff needed. Costs associated with developing and installing a standalone PTC system far exceeds the costs to adopt SCRRA's existing system. Based on this determination, Scenarios #3 and #4 were dropped from consideration.

From the three remaining scenarios, it was determined that Scenario #5 was preferred, Omnitrans as the managing agency of the Maintenance of Equipment and Rail Operations would be the best fit for the RPRP service. This is primarily due to Omnitrans' existing experience with passenger transit operations, their ability to integrate transit service with RPRP service in the operational area, and allowing the prioritization of funding between transit and rail within one organization. Omnitrans being designated as the manager of Rail Operations also maintains local control of this regional service and sets the ground work for any future intra-county rail service to be managed by Omnitrans. The legal assessment identified a liability issue with Omnitrans as a Joint Powers Authority (JPA), where liability could be passed down to the member cities; however, this is an issue in Omnitrans' current configuration and recommendations have been made for Omnitrans to become a statutory entity to alleviate this risk. The legal assessment also identified that the FRA might require SANBAG, as the railroad land owner, provide temporary oversight of Omnitrans management of the Maintenance of Equipment and Rail Operations

contracts. This might cause some duplication of management effort; however, this has been estimated as a minimal expense.

Based on the technical analysis and key evaluation criteria discussed above, SANBAG staff recommends that SANBAG begin negotiations for contracts with SCRRA for Maintenance of Way and Dispatch services; and Omnitrans for Maintenance of Equipment and Rail Operations services for the RPRP rail service. Additionally, SANBAG staff is requesting changes to Measure I 2010-2014 Valley Metrolink/Passenger Rail Program Strategic Plan Policy 40007 to reflect the recommended operation and maintenance approach and to identify SANBAG as the lead agency for delivery of RPRP.

Financial Impact:
This item has no financial impact on the approved Fiscal Year 2015/2016 budget.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 15, 2015.

Responsible Staff:
Carrie Schindler, Director of Transit and Rail

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

ATTACHMENT 1

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San Bernardino Associated Governments	**Policy**	**40007**
Adopted by the Board of Directors April 1, 2009	Revised	11/04/15~~04/01/09~~
Valley Metrolink/Passenger Rail (VMPR) Program Measure I 2010-2040 Strategic Plan	Revision No.	1~~0~~

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

Table of Contents

| Purpose | References | Definitions | Policies for Valley Subarea Metrolink and Passenger Rail Program | Revision History |

I. PURPOSE

The purpose of this policy is to delineate the requirements for administration of the Valley Metrolink and Passenger Rail Program for Measure I 2010-2040. The policy establishes the funding allocation process, reimbursement mechanisms, project eligibility, and limitations on eligible expenditures.

II. REFERENCES

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

III. DEFINITIONS

Short Range Transit Plan (SRTP) – A five-year financially constrained plan of projected transit service levels, operating and capital improvement expenses, updated biennially and submitted to SANBAG by local transit systems, including the passenger rail program.

Time-Value of Money – A concept that recognizes that the purchasing power of currency changes over time. Typically a dollar amount at the present time is worth more than the same amount in the future, due to inflation. Time-value of money is a central consideration for cash flow borrowing and program management in Measure I 2010-2040, and is taken into account to ensure that each program receives an equitable share of funds regardless of when the projects are delivered.

IV. POLICIES FOR THE VALLEY SUBAREA METROLINK AND PASSENGER RAIL PROGRAM

A. Organization of the Valley Metrolink and Passenger Rail Program

Policy VMPR-1: The Valley Metrolink and Passenger Rail Program shall follow the intent of Ordinance 04-01, i.e., to provide funding for capital improvements for the Metrolink commuter rail operations serving San Bernardino County; to establish a new passenger rail service operating between the cities of San Bernardino and Redlands; and to extend the LA Metro Gold Line to the Montclair Transit Center.

Policy VMPR-2: The Valley Metrolink and Passenger Rail Program shall receive 8% of the Measure I 2010-2040 Valley Subarea revenue over the life of the Measure, as adjusted for the time-value of money.

B. Eligible Expenditures

Policy VMPR-3: The following expenditures shall be eligible under the Valley Metrolink and Passenger Rail Program:

- Metrolink - The purchase of additional commuter rail passenger cars and locomotives for use on Metrolink lines serving San Bernardino County; the construction of additional track capacity necessary to operate more Metrolink trains serving San Bernardino County; matching federal and

Attachment: Policy40007r1 [Revision 1] (2307 : RPRP Operations and Maintenance Approach)

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state funds used to maintain the railroad track, signal systems, and road crossings for passenger rail service.

- Redlands Passenger Rail - The acquisition of equipment, project development, construction and operation of ~~a new~~ passenger rail service connecting the cities of San Bernardino and Redlands. Two projects have been identified to complete this connection, the Downtown San Bernardino Passenger Rail Project (DSBPRP) which constitutes an extension of Metrolink service from the San Bernardino Santa Fe Depot to the San Bernardino Transit Center (SBTC) and second, the Redlands Passenger Rail Project (RPRP) which provides service from the SBTC to the City of Redlands. ~~It is anticipated that Metrolink~~ SANBAG will be the lead agency for the implementation of these two projects ~~construction project~~ and it is anticipated ~~-~~for RPRP, Omnitrans will operate the service and maintain the equipment with ~~Metrolink~~SCRRA providing maintenance-of-way and dispatch services as well as Metrolink express train service to the City of Redlands.
- LA Metro Gold Line - The construction and operation of an extension of the LA Metro Gold Line to the Montclair Transit Center. It is anticipated that the Metro Gold Line Foothill Extension Construction Authority will be the lead agency for the construction project and LA Metro will be the operator.

C. Allocation of Valley Metrolink and Passenger Rail Program Funding

Policy VMPR-4: The SANBAG Board of Directors shall annually allocate funding to specific transit projects and programs as approved in the Passenger Rail SRTP.

Policy VMPR-5: Allocations to a specified project or program shall be limited to the annual forecast of revenues available within the Valley, unless there is also a residual balance of revenue available.

D. Disbursement of Valley Metrolink and Passenger Rail Program Funds

Policy VMPR-6: Funds approved for allocation by the SANBAG Board for Metrolink capital improvement projects shall be consistent with the annual apportionment agreed to by the SANBAG Board and identified in the adopted Southern California Regional Rail Authority (SCRRA) budget. Funds shall be disbursed to SCRRA within thirty (30) days of the receipt of each quarterly invoice.

Policy VMPR-7: Funds approved by the SANBAG Board for the Redlands P~~p~~assenger R~~r~~ail ~~project~~ shall be allocated to SCRRA and Omnitrans in the amounts identified in the annual adopted SCRRA and Omnitrans budgets and agreed to by the SANBAG Board. Funds shall be disbursed within thirty (30) days of the receipt of each quarterly invoice.

Policy VMPR-8: Funds approved by the SANBAG Board for allocation for Metro Gold Line extension to the Montclair Transit Center shall be allocated to the Metro Gold Line Construction Authority (Authority) in the amount identified in the Authority's annual adopted budget and agreed upon by the SANBAG Board. Funds shall be disbursed within thirty (30) days of the receipt of each quarterly invoice.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Par. IV. Revisions to Section B. Redlands Passenger Rail – revises lead agency for construction and operating structure.	Tentative 11/04/15

Attachment: Policy40007r1 [Revision 1] (2307 : RPRP Operations and Maintenance Approach)

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Minute Action

AGENDA ITEM: 16

Date: November 4, 2015

Subject:
Cash Advance to Southern California Regional Rail Authority for Locomotive Procurement Down Payment

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

A. Approve a $3,329,321.00 cash advance in Valley Local Transportation Funds to the Southern California Regional Rail Authority for San Bernardino Associated Governments' share of the down payment for purchase of new locomotives.

B. Approve an expense budget amendment to the SANBAG Fiscal Year 2015/2016 Budget to increase Task No. 0379 Commuter Rail Capital by $3,329,321.00 in Valley Local Transportation Funds for a new task total of $10,843,927.00.

Background:
In July 2015, the Southern California Regional Rail Authority (SCRRA) Board authorized their Chief Executive Officer to exercise the option under SCRRA Contract No. EP1181-14 with Electromotive Diesel, Inc. (EMD) to procure seventeen Tier 4 locomotives instead of proceeding with rehabilitation of existing locomotives. In June 2015, SCRRA staff provided an analysis that demonstrated the advantages of purchasing replacement units instead of rehabilitating existing locomotives as was originally planned in development of the Fiscal Year 2015/2016 SCRRA Budget. The cost comparison showed that for the set of seventeen locomotives, it was more cost-effective to replace the fleet with new locomotives rather than rehabilitate the old locomotives, only to have to replace them in ten years when they reach the end of their useful life. Replacement with new locomotives also demonstrated several advantages over rehabilitation in operating costs and efficiencies. The total cost to procure the seventeen locomotives is $109.57 million.

Funding for procurement of the seventeen locomotives is through a variety of Federal, State and local funds. This includes $53.50 million from the South Coast Air Quality Management District (SCAQMD) to be received over five years and $32.03 million in State Transit and Intercity Rail Capital Program (TIRCP) funds. This results in need of $24.04 million in member agencies subsidies with SANBAG share being $3.72 million. A portion of SANBAG's share, $2.66 million, is coming from approved prior year subsidies allocated to rolling stock rehabilitation projects that were either abandoned, discontinued, or had cost savings. The remaining portion, $1.06 million, is coming from SANBAG's Fiscal Year 2015/2016 rehabilitation subsidy for locomotive overhaul approved by the SANBAG Board in June 2015. All but $107,000 of SANBAG's contribution comes from Federal funds.

Entity: CTC

In accordance with Contract No. EP1181-14, the deadline to execute the procurement option with EMD for the new locomotives is October 15, 2015 and a down payment of $21.4 million is required shortly thereafter. Based on the immediate need for funds and the long lead time associated with securing Federal funds, SCRRA has requested a cash advance of $3,329,321 from SANBAG. Initially, SCRRA requested that the cash advance be expedited by advancing a portion of the remaining Fiscal Year 2015/2016 SANBAG Operating Subsidy. However, it was determined that a separate cash advance, with approval by the SANBAG Board in November 2015, would provide sufficient cash flow for SCRRA. SCRRA will repay SANBAG the cash advance once they receive reimbursement from the Federal funds which is expected to occur in early 2016. The fund source for the cash advance is Valley Local Transportation Funds.

Financial Impact:
This item is not consistent with the Fiscal Year 2015/2016 Budget. A budget amendment has been requested under Recommendation B.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 15, 2015.

Responsible Staff:
Carrie Schindler, Director of Transit and Rail

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

San Bernardino Associated Governments

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Minute Action

AGENDA ITEM: 17

Date: November 4, 2015

Subject:
Omnitrans E Street Corridor sbX/Bus Rapid Transit Project

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

A. Approve Funding Agreement No. 15-1001261 with Omnitrans for the E Street Corridor sbX/Bus Rapid Transit Project, in an amount not-to-exceed $1,715,283 to be funded with previously allocated Measure I Valley Express Bus/Bus Rapid Transit Program Funds, including reimbursement of costs incurred January 1, 2015 and later.

B. Approve an expense budget amendment to the SANBAG Fiscal Year 2015/2016 budget to increase Task No. 0311 Transit Capital by $1,715,283 in Measure I Valley Express Bus/Bus Rapid Transit Program Funds for a new task total of $2,376,771.

Background:
In April 2009, the SANBAG Board approved Cooperative Agreement No. C09188 between San Bernardino Associated Governments (SANBAG) and Omnitrans for Design, Construction and Administration of the E Street Corridor sbX/BRT Project (Project). The Project is a 15.7 mile-long transit improvement project that connects the northern portion of the City of San Bernardino at Palm and Kendall with the City of Loma Linda at the Loma Linda University Medical Center and the Veterans Administration Hospital. The project consists mainly of three components, the E Street Corridor, the purchase of 60' articulated buses, and the modifications to the Vehicle Maintenance Facility. Although the Project is now operational, work continues with miscellaneous improvements along the corridor as well as at the Vehicle Maintenance Facility. In accordance with the original Cooperative Agreement No. C09188, SANBAG supplemented Omnitrans' overall funding plan by allocating Measure I Valley Express Bus/Bus Rapid Transit (BRT) Program Funds and various State, Federal, and local funds.

As revenue service began in April 2014, SANBAG staff believed Omnitrans was done requesting reimbursement under Contract No. C09188, which expired on December 31, 2014. However, Omnitrans continues to incur eligible costs on the sbX Project which do not exceed SANBAG's original allocation identified in Contract No. C09188. Remaining work on the Project includes the Vehicle Maintenance Facility, roadwork along the corridor, Public Address Systems for several station locations, and various other projects. The various projects include work on 10th Street through Highland Avenue, delineators, World Oil repairs, Gage Canal Covers, synchronization of the traffic signals, and miscellaneous road repairs associated with the Operational Hazards Analysis (these are ADA items, re-striping, fencing, and bollards).

Entity: CTA

Cooperative Agreement No. C09188 originally provided Omnitrans $11,270,981 of Measure I Valley Express Bus/BRT Program Funds. However, through subsequent SANBAG and Omnitrans discussions, the Measure I Valley Express Bus/BRT Program Funds were reduced to $5,484,406. Of that $5,484,406, SANBAG has reimbursed Omnitrans $3,769,123, leaving a balance of $1,715,283. Cooperative Agreement No. 15-1001261 defines the funding roles and responsibilities between SANBAG and Omnitrans relative to the activities listed above and allows Omnitrans to seek reimbursement for $1,715,283 of Measure I Valley Express Bus/BRT Program Funds which is well below the original amount allocated to the sbX Project.

Financial Impact:
This item is not consistent with the SANBAG Fiscal Year 2015/2016 Budget. A budget amendment has been requested under Recommendation B.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 15, 2015. SANBAG General Counsel and Procurement Manager have reviewed this item and the agreement.

Responsible Staff:
Carrie Schindler, Director of Transit and Rail

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001261 Amendment No.: 0 Vendor No 01568

Vendor/Customer Name: Omnitrans Sole Source? [ ] Yes [ ] No

Description: E Street Cooridor sbX Bus Rapid Transit (BRT) Project Close-out

Start Date: 11/4/2015 Expiration Date: 6/30/2017 Revised Expiration Date:

Has Contract Term Been Amended? [X] No [ ] Yes - Please Explain

List Any Related Contracts Nos.: C10988

Dollar Amount			
Original Contract	$ 1,715,283	Original Contingency	$ -
Revised Contract (Inclusive of Prior Amendments)	$ -	Revised Contingency (Inclusive of Prior Amendments)	$ -
Current Amendment	$ -	Contingency Amendment	$ -
TOTAL CONTRACT VALUE	$ 1,715,283	TOTAL CONTINGENCY VALUE	$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	$ 1,715,283

Contract Authorization

[ ] Executive Director Date:

Executive Director Action:

[X] Board of Directors Date: November 4, 2015

Board of Directors Action: Approve Funding Agreement No. 15-1001261 with Omnitrans

[X] Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: [ ] Capital [ ] PAA [ ] Other

[ ] Retention: % Maximum Retention: $ -

Services: [ ] Construction [X] 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: Nessa Williams

Attachment: 15-1001261 CSS (2311 : Sbx Co-Op Agreement)

COOPERATIVE AGREEMENT 15-1001261
BY AND BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
OMNITRANS
FOR
E STREET CORRIDOR SBX
BUS RAPID TRANSIT (BRT) PROJECT
(sbX)

This Funding Agreement is for funding of the E Street corridor sbX Bus Rapid Transit (BRT) Project ("sbX") within the San Bernardino Valley; ("Agreement") is entered into this __ day of _____, 2015, by and between the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Authority ("SANBAG"), and Omnitrans, a Joint Powers Authority ("Omnitrans"). SANBAG and Omnitrans are collectively referred to herein as the ("Parties").

RECITALS

A. This Agreement describes the funding responsibilities of SANBAG to Omnitrans relative to the sbX Project.

B. SANBAG and Omnitrans previously entered into Contract No. C09188, dated April 1, 2009, which identified responsibilities of the Parties related to the sbX Project. Included in the Agreement were stipulations regarding funding that SANBAG would provide Omnitrans for the sbX Project.

C. The prior Contract C09188 expired on December 31, 2014, however there are additional close out items necessary to complete the project. A new contract is necessary to close out all project activities, January 1, 2015 and after.

D. Remaining work on the Project includes the Vehicle Maintenance Facility, roadwork along the corridor, Public Address Systems for the 23 stations (including 16 stops and the 4 park and ride facilities), and various smaller projects. The various projects include work on 10th Street through Highland Avenue, delineators, World Oil repairs, Gage Canal Covers, synchronization of the traffic signals, and miscellaneous road repairs associated with Operational Hazards Analysis (these are ADA items, including re-striping, fencing, and bollards, etc.).

NOW THEREFORE, based on the foregoing recitals, the Parties agree as follows:

Attachment: 15-1001261 [Revision 1] (2311 : Sbx Co-Op Agreement)

1. SANBAG will reimburse Omnitrans for the remaining sbX Project activities to complete the sbX Project, in an amount not-to-exceed $1,715,283, in accordance with the following procedures:

    a. Omnitrans may request disbursements not more frequently than once every 30 days. For each disbursement requested, Omnitrans shall submit to SANBAG a written invoice specifying the amount requested to be disbursed, the purpose of the disbursement, and such other additional supporting documentation and background information as SANBAG may reasonably require (a "Disbursement Request"), including the following:

        - The total amount incurred and a statement of the total amount expended in each billing period.
        - A detailed breakdown of work tasks completed, if needed.
        - A detailed breakdown of labor, material, direct, and indirect costs, including backup information such as time sheets, copies of checks, and copies of receipts, as requested by SANBAG.

    Each Disbursement Request shall be accompanied by a written certification by Omnitrans that all charges being invoiced are true and accurate, and directly related to the sbX Project; that to the best of its knowledge such disbursement will not constitute any violation or provisions of Applicable Law; and that Omnitrans will use the disbursement as indicated in the Disbursement Request.

    b. Within twenty (20) business days of the receipt of an invoice and accompanying certification, SANBAG shall notify Omnitrans as to what, if any, additional supporting documentation and background information it requires.

    c. On or before the 10th business day after receipt of an invoice and all supporting documentation and background information, SANBAG shall disburse to Omnitrans (including through electronic transfer of funds, if so requested and if Omnitrans provides the necessary information by the date of execution of this Agreement) all of the requested funds, or that portion which it reasonably believes is due for that Disbursement Request.

2. **<u>RESPONSIBILITIES OF OMNITRANS.</u>** Pursuant to, and to the extent provided in this Agreement, Omnitrans agrees to the following:

    a. Omnitrans will use the disbursements for the purpose indicated in its Disbursement Request.

    b. Omnitrans shall be responsible for all duties relative to the completion of the sbX Project, including complying with all bidding and contract administration

Attachment: 15-1001261 [Revision 1] (2311 : Sbx Co-Op Agreement)

requirements relative to construction of a public works project, with all due diligence and in a skillful and competent manner. Omnitrans represents and warrants to SANBAG that it and/or its Contractors has or will have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work required to complete the sbX Project. Omnitrans further represents and warrants that it and/or its Contractors shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

c. Provide to SANBAG all information that is reasonably needed for the sbX Project.

d. Notify SANBAG in writing of any changes, or potential budgetary changes, in the scope of work or description of the sbX Project.

e. Omnitrans is the owner and operator of the sbX Project and is responsible for Operations and Maintenance of the project.

f. Omnitrans shall require that any contractor providing services with respect to the sbX Project obtain and maintain insurance of the type and in the amounts that SANBAG would require of its contractors performing similar services on a sbX Project similar to the improvements for the longer period of: 1) the duration of this Agreement or 2) for the duration of such contractor's involvement in the sbX Project. All insurance policies shall name SANBAG and its directors, officers, employees and volunteers as additional named insured. Further, Omnitrans will require that any contractors provide bid and performance bonds as are required by applicable Federal, State or local law.

g. Omnitrans shall be responsible to compensate SANBAG for any damage or loss which SANBAG suffers by virtue of Omnitrans' breach of any term of this Agreement, including without limit any and all damages, loss, claims, etc. (including without limit reasonable attorney's fees for any action or fine of the FTA) arising from such breach. Omnitrans hereby indemnifies, defends and holds harmless SANBAG and its affiliated entities, officers, directors, employees, contractors, and agents from any and all costs, expenses and liabilities arising out of the design, construction, maintenance and/or operation of the sbX Project.

3. <u>MUTUAL OBLIGATIONS.</u>

a. **<u>Term.</u>** This Agreement shall terminate upon the completion of the sbX Project or at which point funds set up in this agreement have been exhausted.

b. **<u>Force Majeure.</u>** Omnitrans shall not be in default under this Contract in the event that the Work performed by Omnitrans is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of

Attachment: 15-1001261 [Revision 1] (2311 : Sbx Co-Op Agreement)

terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of Omnitrans and which Omnitrans could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of Omnitrans to perform or failure of Omnitrans to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Omnitrans.

c. **Headings.** All paragraph headings throughout this Agreement are for convenience of reference only.

d. **Additional Documents.** Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.

e. **Litigation Expenses.** If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, each party shall bear its own costs and expenses of litigation including its own attorney's fees, expert witness fees and other related expenses and costs.

f. **Entire Agreement.** This Agreement constitutes the sole and entire Agreement between the parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement.

g. **Accuracy of Representations.** As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.

h. **Originals and Copies.** This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.

i. **Entire Agreement.** Each Party represents to the other that the person executing this Agreement its behalf has the Authority to do so. Any changes to this Agreement must be in writing and mutually agreed to by both Parties.

Attachment: 15-1001261 [Revision 1] (2311 : Sbx Co-Op Agreement)

j. **Executive Authority**. CEO/General Manager of Omnitrans, or his/her designee, shall exercise the rights of Omnitrans under this Agreement including, without limit, accepting the certifications of SANBAG required under the terms of this Agreement. The Executive Director of SANBAG, or his/her designee, shall exercise the rights of SANBAG under this Agreement; however, any certifications of SANBAG required under the terms of this Agreement shall be provided only by the Executive Director or such other representative of SANBAG as is specified by action of the SANBAG's governing body.

k. **Construction of Agreement.**

i. **Equal Construction.** This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.

ii. **Internal Consistency.** The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.

l. **Notices.** All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

OMNITRANS:	SANBAG:
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411	SANBAG 1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410
Attention: Donald Walker	**Attention**: Carrie Schindler

l. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. Other than the Parties, no person, entity, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

Attachment: 15-1001261 [Revision 1] (2311 : Sbx Co-Op Agreement)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

OMNITRANS

By: _____
P. Scott Graham
CEO/General Manager

Date: _____

SANBAG

By:_____
Ryan McEachron
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Carol Greene
Omnitrans Legal Counsel

Date: _____

APPROVED AS TO FORM:

By: _____
Robert D. Herrick
Asst. SANBAG General Counsel

Date: _____

Attachment: 15-1001261 [Revision 1] (2311 : Sbx Co-Op Agreement)

San Bernardino Associated Governments

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

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

Minute Action

AGENDA ITEM: 18

Date: November 4, 2015

Subject:
Sub-recipient Funding Agreement with Omnitrans for the SANBAG County-Wide Vanpool Program

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

A. Approve Contract 15-1001265 with Omnitrans to define roles and responsibilities as a sub-recipient to Omnitrans for Federal Congestion Mitigation and Air Quality (FTA) 5307 - CMAQ funds for the SANBAG County-Wide Vanpool Program;

B. Approve changing the County-Wide Vanpool Program from the Transit and Passenger Rail Program to Commuter and Motorist Assistance Program.

Background:
In November 2014 the San Bernardino Associated Governments (SANBAG) Board approved the development and implementation of a SANBAG County-Wide Vanpool Program (Program). The SANBAG Program will mirror many other County Transportation Commission's (CTC) programs in which up to $400 a month is provided directly to the vanpool leasing company to reduce the vanpool lease costs. In return the vanpool users follow agency guidelines and provide monthly reporting. The Program is unique in that it has the ability to generate additional Federal Transit Administration (FTA) Section 5307 revenue for SANBAG. The additional revenue is generated based on vehicle miles traveled being reported to the FTA; which by formula increases the amount of Section 5307 being designated for a specific area. It is anticipated that by the third year of implementation, the Section 5307 funding generated will be more than sufficient to sustain the Program on an on-going basis.

As part of the Board approval for the program, $4,000,000 of Federal Congestion Mitigation Air Quality (CMAQ) funds were allocated to the Program which will flow through FTA. As SANBAG is not an eligible direct recipient of FTA funds we must become a sub-recipient to an agency designated as a FTA direct recipient. In San Bernardino County there are three direct recipients SANBAG could partner with: Omnitrans, Victor Valley Transit Authority, and Metrolink. SANBAG staff is recommending a partnership with Omnitrans as SANBAG and Omnitrans have a history of working together in a sub-recipient partnership.

Contract 15-1001265 describes the respective responsibilities of SANBAG and Omnitrans relative to acquiring authorization to use CMAQ funds for development of the Program. SANBAG will use the CMAQ funding to develop the Program in the Valley Region and Mountain/Desert Region where there are significant work-related transportation needs and vanpools provide a cost effective and reliable commute option that improves access to jobs and improves mobility. Anticipated program development activities include the actual vanpool

subsidy up to $400 per vanpool, procurement and development of an online system to track the required FTA reporting data, staff for management of the program, consultant support, and marketing activities. In addition, the CMAQ funding will fund Omnitrans' actual costs associated with administering the FTA grant for the Program, including sub-recipient monitoring.

At the October 2015 SANAG Board, Contract 15-001289 was approved as part of an over-arching MOU developed between SANBAG and Omnitrans defining the general sub-recipient partnering relationship. Contract 15-1001265 is consistent with the intent of Contract 15-001289 and provides the funding details specific to the SANBAG Vanpool Program.

Additionally it has been determined that the County-Wide Vanpool program should be transferred from the Transit and Rail Program to the Commuter and Motorist Assistance Program. This means the Department of Transit and Rail will no longer be managing the Vanpool program and the department of Air Quality and Mobility Programs will take the lead. This would allow Vanpool to fall in line with other ridesharing activities being managed in the department.

Financial Impact:
This item is consistent with the SANBAG Fiscal Year 2015/2016 Budget. Agreement 15-1001265 will track the administrative expenses and an internal contract 16-1001349 will track the receivable funds.

Reviewed By:
This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on October 15, 2015. SANBAG General Counsel and Procurement Manager have reviewed this item and the contract.

Responsible Staff:
Carrie Schindler, Director of Transit and Rail

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

Payable Contract Summary Sheet

General Contract Information

Contract No: 15-1001265 (A/P) Amendment No.: Vendor No.: 01568

Vendor/Customer Name: Omnitrans Sole Source? [ ] Yes [x] No

Description: Sub-recipient Funding Agreement for the SANBAG County-wide Vanpool program

Start Date: 11/4/2015 Expiration Date: 9/2/2020 Revised Expiration Date:

Has Contract Term Been Amended? [x] No [ ] Yes - Please Explain

List Any Related Contracts Nos.: 16-1001349 (A/R)

Dollar Amount			
Original Contract	$ 160,000.00	Original Contingency	$ -
Revised Contract (Inclusive of Prior Amendments)	$ -	Revised Contingency (Inclusive of Prior Amendments)	$ -
Current Amendment	$ -	Contingency Amendment	$ -
TOTAL CONTRACT VALUE	$ 160,000.00	TOTAL CONTINGENCY VALUE	$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	$ 160,000.00

Contract Authorization

[ ] Executive Director Date:

Executive Director Action:

[x] Board of Directors Date: 11/4/2015

Board of Directors Action: Approve Agreement 15-1001265 with Omnitrans

[x] Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: [ ] Capital [ ] PAA [x] Other

[ ] Retention: % Maximum Retention: $ -

Services: [ ] Construction [x] Intrgrnt/MOU/COOP [ ] A & E Services [ ] Other Professional Services

[ ] Disadvantaged Business Enterprise (DBE) Goal %

[ ] Contract Management: Receivable

[ ] E-76 and/or CTC Date (Attach Copy) [ ] Program Supplement No.:

[ ] Finance Letter [ ] Reversion Date: [ ] EA No.:

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

Additional Information

Project Manager: Nicole Soto $160,000 is an estimated amount. Charged based on actuals

Attachment: 15-1001265 AP CSS (2312 : Omnitrans Funding Agreement Vanpool)

Receivable Contract Summary Sheet

General Contract Information

Contract No: 16-1001349 (A/R) Amendment No.: Vendor No.: 01568

Vendor/Customer Name: Omnitrans Sole Source? [ ] Yes [x] No

Description: Sub-recipient Funding Agreement for the SANBAG County-wide Vanpool program

Start Date: 11/4/2015 Expiration Date: 9/2/2020 Revised Expiration Date:

Has Contract Term Been Amended? [x] No [ ] Yes - Please Explain

List Any Related Contracts Nos.: 15-1001265 (A/P)

Dollar Amount			
Original Contract	$ 4,000,000.00	Original Contingency	$ -
Revised Contract (Inclusive of Prior Amendments)	$ -	Revised Contingency (Inclusive of Prior Amendments)	$ -
Current Amendment	$ -	Contingency Amendment	$ -
TOTAL CONTRACT VALUE	$ 4,000,000.00	TOTAL CONTINGENCY VALUE	$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	$ 4,000,000.00

Contract Authorization

[ ] Executive Director Date:

Executive Director Action:

[x] Board of Directors Date: 11/4/2015

Board of Directors Action: Approve Agreement 15-1001265 with Omnitrans

[ ] Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: [ ] Capital [ ] PAA [x] Other

[ ] Retention: % Maximum Retention: $ -

Services: [ ] Construction [x] Intrgrnt/MOU/COOP [ ] A & E Services [ ] Other Professional Services

[ ] Disadvantaged Business Enterprise (DBE) Goal %

[x] Contract Management: Receivable

[ ] E-76 and/or CTC Date (Attach Copy) [ ] Program Supplement No.:

[ ] Finance Letter [ ] Reversion Date: [ ] EA No.:

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

Additional Information

Project Manager: Nicole Soto Omnitrans board has approved the contract.

Attachment: 16-1001349 AR CSS (2312 : Omnitrans Funding Agreement Vanpool)

CONTRACT NUMBER 15-1001265

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

OMNITRANS

FUNDING AGREEMENT

FOR COUNTY WIDE VANPOOL PROGRAM

This Funding Agreement for the County wide Vanpool Program is entered into this __ day of _____, 2015, by and between the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Commission, ("SANBAG"), and Omnitrans, a Joint Powers Authority (**"**Omnitrans**"**) (SANBAG and Omnitrans are collectively referred to herein as the "Parties").

Recitals

A. This Agreement describes the respective responsibilities of SANBAG and Omnitrans relative to acquiring authorization to use Federal Congestion Mitigation and Air Quality ("CMAQ") Funding for development of SANBAG's County wide Vanpool Program ("Program").

B. SANBAG will use the CMAQ funding to support capital and operating aspects for development of a new Countywide Vanpool Program that is expected to operate in the Valley Region and Mountain/Desert Region where there are significant work-related transportation needs and where vanpools can provide a cost effective and reliable commute option that improves access to jobs and improves the mobility of San Bernardino County's communities.

C. The CMAQ funding is currently Federal Highway Administration ("FHWA") funding that in accordance with the Federal Moving Ahead for Progress in the 21st

Attachment: 15-1001265 FINAL (2312 : Omnitrans Funding Agreement Vanpool)

Century Act ("MAP-21") may be transferred to the Federal Transit Administration ("FTA") for transit purposes.

D. SANBAG is not eligible to process a grant application, or authorization of Federal funds, through FTA and will partner with Omnitrans who is eligible to submit a grant application for Federal funds through FTA.

E. In this case, when the CMAQ funds are transferred from FHWA to FTA they will be transferred into the Urbanized Area Formula Program (§5307).

F. Omnitrans, as the FTA Grantee, pursuant to the terms of this Agreement, will submit a §5307 grant application to the FTA for Fiscal Year 2016 with respect to obtaining funding for the PROGRAM. The grant application is, among other things, for the benefit of SANBAG, as a Subgrantee.

G. SANBAG will be considered the Subgrantee for purposes of the grant agreement, and is responsible for complying with all provisions of the grants and of applicable federal, state and local laws and regulations ("Applicable Law") necessary in order to qualify for the funding for, and to undertake the PROGRAM.

H. Omnitrans will use the funds received from the Grant Application for the PROGRAM in accordance with the terms hereof.

NOW THEREFORE, based on the forgoing recitals and the following promises and covenants the parties agree:

1. <u>Obligations of Omnitrans.</u> Pursuant to, and to the extent provided in, this Agreement, Omnitrans shall take the following actions:

a. Omnitrans, as the FTA Grantee, will include SANBAG's request for $4,000,000 of CMAQ funding in Omnitrans' Fiscal Year 2016 FHWA fund transfer

Attachment: 15-1001265 FINAL (2312 : Omnitrans Funding Agreement Vanpool)

request to Caltrans and subsequently in Omnitrans' Fiscal Year 2016 §5307 grant application to the FTA with respect to obtaining funding for the PROGRAM. A portion of the §5307 grant application will be for the benefit of SANBAG, as a Subgrantee.

b. Omnitrans will identify the use of toll credits on the fund transfer request to Caltrans and subsequently in Omnitrans' Fiscal Year 2016 §5307 grant application to the FTA as SANBAG is utilizing toll credits in lieu of the required 11.47% local match obligation, $458,800, in accordance with MAP-21 Section 1580 as established under Section 120(i) of the Title 23 of the United States Code (USC) which authorizes the use of certain toll revenue expenditures as a credit toward the non-federal matching share for transit programs authorized by Chapter 53 of Title 49 of the USC.

c. Omnitrans will sign the grant documents resulting from the foregoing grant application submittal, upon the receipt of such assurances from SANBAG as Omnitrans may reasonably require.

d. Omnitrans will reimburse SANBAG for the PROGRAM up to the amount available from any grant received for the PROGRAM, in conformity with the following procedure:

1. For each Disbursement requested, SANBAG shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed, the purpose of the Disbursement and such additional supporting documentation and background information as Omnitrans may reasonably require (a "Disbursement Request").

2. Each Disbursement Request shall be accompanied by a written certification of SANBAG's Chief Financial Officer that such Disbursement will not constitute any violation of the terms of the grant, or of Applicable Law, and that SANBAG will use the Disbursement for the purpose indicated in the Disbursement Request.

Attachment: 15-1001265 FINAL (2312 : Omnitrans Funding Agreement Vanpool)

3. Within five (5) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify SANBAG as to what, if any, additional supporting documentation and background information it requires.

4. First week of the following month, after invoice submittal, OMNITRANS shall: (i) disburse (including through electronic transfer of funds, if so requested and if SANBAG has provided the necessary information) all or that portion of the requested funds which it reasonably believes it can disburse without violating the terms of either the grant or of Applicable Law; and (ii) if applicable, notify SANBAG as to why it reasonably believes that it is unable to disburse some or all of the requested funds without violating the terms of either the grant or of Applicable Law.

5. To the extent that the FTA advises Omnitrans that a Disbursement would constitute a violation of the terms of either the grant or of Applicable Law, Omnitrans shall have no obligation to disburse such funds. If Omnitrans has any question as to whether any disbursement will be in violation of any provision of either the grant or of Applicable Law, notwithstanding SANBAG's certification, it shall be entitled to receive at SANBAG's expense, a legal opinion from competent counsel of its choice to resolve any such question.

6. Omnitrans shall have no liability to SANBAG for any refusal to disburse funds so long as Omnitrans has a good faith and reasonable belief that such Disbursement would constitute a violation of the terms of the grant or of Applicable Law. Omnitrans, upon receipt of a legal opinion upon which Omnitrans can reasonably rely supporting the disbursement, shall release the requested funds within five (5) days.

Attachment: 15-1001265 FINAL (2312 : Omnitrans Funding Agreement Vanpool)

e. Omnitrans shall prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from SANBAG.

f. Omnitrans shall conduct itself so that any aspect of Omnitrans' participation in this Agreement and the actions required of it hereunder, will be in compliance with the terms of the grant which is being sought and with all Applicable Law.

g. Omnitrans shall comply with all requirements of the FTA 2016 Master Agreement, including submission to FTA on a quarterly basis, of reports that document the status of the PROGRAM'S implementation progress, including task completion status, budget status, and adherence to PROGRAM. The current FTA 2015 Master Agreement can be found at http://www.fta.dot.gov/documents/21-Master.pdf for reference. The FTA 2016 Master Agreement is expected to be published in October 2015.

2. Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to SANBAG to account for all administration costs associated with managing this PROGRAM. Omnitrans will charge based on actual time and material that is needed for management of this PROGRAM. If due to extraordinary circumstances it becomes evident to Omnitrans that it will exceed its estimated expenses, SANBAG will be immediately notified and both parties shall meet and negotiate in good faith to arrive at an agreed adjustment to Omnitrans' compensation.

3. Warranties of SANBAG. SANBAG warrants to Omnitrans that:

a. To SANBAG's knowledge, the submittal of the contemplated FTA §5307 grant applications by Omnitrans on behalf of SANBAG will not constitute any violation of Applicable Law.

Attachment: 15-1001265 FINAL (2312 : Omnitrans Funding Agreement Vanpool)

b. SANBAG shall conduct itself so that all aspects of the PROGRAM, and any aspect of SANBAG's participation in this Agreement and the actions contemplated of it by this Agreement, will be in compliance with the terms of the grant and with Applicable Law, including laws or regulations related to planning studies.

c. SANBAG will use the disbursements for the purpose indicated in its Disbursement Request.

d. SANBAG shall comply with all requirements of the FTA 2016 Master Agreement, including submission to OMNITRANS on a quarterly basis, of reports that document the status of the PROGRAM'S implementation progress, including task completion status, budget status, and adherence to PROGRAM.

e. SANBAG shall agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments thereto.

4. <u>Obligations of SANBAG.</u> Pursuant to, and to the extent provided in, this Agreement, SANBAG shall take the following actions:

a. Provide to Omnitrans all information that is reasonably needed for the §5307 grant application submission to FTA and the CMAQ fund transfer request that must be submitted to Caltrans prior to submission of the FTA grant application.

b. Satisfy its Match Obligation through the use of toll credits.

c. Identify the PROGRAM and use of toll credits as the local match obligation in the Federal Transportation Improvement Program.

d. Notify the California Department of Transportation (Caltrans) Division of Mass Transit and Rail of the use of Toll Credits for the PROGRAM.

Attachment: 15-1001265 FINAL (2312 : Omnitrans Funding Agreement Vanpool)

e. Notify Omnitrans of any changes in the scope or description of the PROGRAM.

f. Maintain and upkeep all portions of the completed PROGRAM per FTA requirements.

g. Certify to Omnitrans for each Disbursement Request, that to the best of its knowledge such Disbursement will not constitute any violation of either the provisions of the grant or of Applicable Law and that SANBAG will use the Disbursement as indicated in the Disbursement Request.

h. Provide to Omnitrans all information needed for quarterly PROGRAM reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates, but in no event to be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update.

i. Ensure that all aspects of the PROGRAM and any aspect of SANBAG's participation in this Agreement and the actions contemplated of it by this Agreement will be in compliance with the terms of the grant which is being sought and with all Applicable Law.

j. Invoice OMNITRANS on a quarterly basis for reimbursement on PROGRAM expenditures and costs.

5. <u>Exercise of Rights under the Agreement.</u> The CEO/General Manager of Omnitrans, or his designee, shall exercise the rights of Omnitrans under this Agreement including, without limit, accepting the certifications of SANBAG required under the terms of this Agreement. The Executive Director, or her/his designee, shall exercise the rights of SANBAG under this Agreement; however, any certifications of SANBAG required under the terms of this Agreement shall be provided only by the Executive

Attachment: 15-1001265 FINAL (2312 : Omnitrans Funding Agreement Vanpool)

Director, or her/his designee or such other representative of SANBAG as is specified by action of the SANBAG's governing body.

6. Insurance and bonding requirements. SANBAG shall require that any contractor providing services with respect to the PROGRAM obtain and maintain insurance of the type and in the amounts that Omnitrans would require of its contractors performing similar services on a PROGRAM similar to the improvements for the longer period of: 1) the duration of this Agreement or 2) for the duration of such contractor's involvement in the PROGRAM. All insurance policies shall name Omnitrans and its directors, officers, employees and volunteers as additional named insured. Further, SANBAG will require that any contractors provide bid and performance bonds as are required by applicable Federal, State or local law.

7. Indemnification by Omnitrans. For purposes of this paragraph 7 only, "SANBAG" shall be deemed to include the San Bernardino Associated Governments, the San Bernardino County Transportation Commission, the San Bernardino County Transportation Authority, the San Bernardino County Service Authority for Freeway Emergencies, and the San Bernardino County Congestion Management Agency. Omnitrans shall indemnify, defend and hold SANBAG, and its officers, directors, members, employees, agents and contractors harmless from any damage, loss, cost or expense (including reasonable attorney's fees) which arises by virtue of Omnitrans' breach of any term of this Agreement, including any and all damages, loss, claims, actions or liabilities and/or any fine by the FTA or other agency arising from such breach.

8. Indemnification by SANBAG. SANBAG shall indemnify, defend and hold Omnitrans, and its officers, directors, members, employees, agents and contractors harmless from any damage, loss, cost or expense (including reasonable attorneys' fees) which arises by virtue of SANBAG's breach of any term of this Agreement, including any and all damages, loss, claims, actions or liabilities and/or any fine by the FTA or other agency arising from such breach.

Attachment: 15-1001265 FINAL (2312 : Omnitrans Funding Agreement Vanpool)

9. Term. This Agreement shall terminate upon the rejection of any grant application for the PROGRAM by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations but in no event later than four (4) years from the date of the last grant received by Omnitrans.

10. Force Majeure.

a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement.

b. Subject to Section 9(a), neither Party shall be considered to be in default in the performance of any of the agreements contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.

c. If either Party because of an Uncontrollable Force is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this

Attachment: 15-1001265 FINAL (2312 : Omnitrans Funding Agreement Vanpool)

subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance if the Parties.

11. **Authorization by Omnitrans.** Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing Board and that the persons signing this Agreement on its behalf have the necessary authority to do so.

12. **Authorization by SANBAG.** SANBAG represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by SANBAG's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.

13. **Headings.** All paragraph headings throughout this Agreement are for convenience of reference only.

14. **Additional Documents.** Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.

Attachment: 15-1001265 FINAL (2312 : Omnitrans Funding Agreement Vanpool)

15. Litigation Expenses. If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, each party will bear their own attorney fees.

16. Entire Agreement. This Agreement constitutes the sole and entire agreement between the parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.

17. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.

18. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.

19. Construction of Agreement.

a. **Equal Construction.** This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.

b. **Internal Consistency.** The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between

Attachment: 15-1001265 FINAL (2312 : Omnitrans Funding Agreement Vanpool)

the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.

20. **Notices.** All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

To Omnitrans:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411

Attention: Maurice Mansion

SANBAG

SANBAG
1170 West 3rd Street, 2nd Floor
San Bernardino, California 92410

Attention: Monica Morales

21. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

Attachment: 15-1001265 FINAL (2312 : Omnitrans Funding Agreement Vanpool)

OMNITRANS

By: _____

P. Scott Graham, CEO/General Manager

Date: _____

SANBAG

By:_____

Ray Wolfe, Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____

Legal Counsel for Omnitrans

Date: _____

APPROVED AS TO FORM:

By: _____

Legal Counsel for SANBAG

Date: _____

Attachment: 15-1001265 FINAL (2312 : Omnitrans Funding Agreement Vanpool)

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 19

Date: November 4, 2015

Subject:
Purchase and Sale Agreement for HERO Assessment Receivables

Recommendation:
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 1st 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 delinquent amounts. These actions will provide property owners more time to become current

Entity: COG

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 was reviewed and recommended for approval by the General Policy Committee on October 14, 2015. SANBAG General Counsel has reviewed this item.

Responsible Staff:
Duane Baker, Director of Management Services

Approved
Board of Directors
Date: November 4, 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? [X] Yes [ ] No

Description: Purchase & Sale Agreement Assessment Installment Receivables for the 2014-2015 Tax Year

Start Date: 11/4/2015 Expiration Date: 11/30/2016 Revised Expiration Date:

Has Contract Term Been Amended? [X] 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	$ -
TOTAL CONTRACT VALUE	$ 41,243.18	TOTAL CONTINGENCY VALUE	$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	$ 41,243.18

Contract Authorization

[ ] Executive Director Date:

Executive Director Action:

[X] Board of Directors Date: 11/4/2015

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 %

[X] 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

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

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

TABLE OF CONTENTS

Page

Article I
Definitions

Section 1.01. Definitions. 2
Section 1.02. Other Definitional Provisions. 5
Section 1.03. Term of this Agreement. 6

Article II
Purchase and Sale of Assessment Installment Receivables

Section 2.01. Purchase and Sale of Assessment Installment Receivables; Assignment of Rights. 6
Section 2.02. Closing Conditions. 7
Section 2.03. Right to Terminate. 8
Section 2.04. Pledge. 8
Section 2.05. Release of Collateral upon Repurchase of Assessment Installment Receivables. 9

Article III
The Assessment Installment Receivables

Section 3.01. Representations, Warranties and Covenants as to the Assessment Installment Receivables. 9
Section 3.02. Enforcement and Collection; Assignment of Rights. 12

Article IV
SANBAG

Section 4.01. Representations of SANBAG. 13
Section 4.02. Additional Representations and Agreements. 15

Article V
Miscellaneous

Section 5.01. Amendment. 18
Section 5.02. Entire Agreement. 18
Section 5.03. Notices. 18
Section 5.04. No Assignment by SANBAG. 18
Section 5.05. Limitations on Rights of Others. 18
Section 5.06. Severability. 18
Section 5.07. Separate Counterparts. 18
Section 5.08. Headings. 19
Section 5.11. Governing Law and Venue. 19
Section 5.12. Nonpetition Covenants. 19
Section 5.13. Successor Is Deemed Included in All References to Predecessor. 20
Section 5.14. Waiver of Personal Liability. 20

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 (2324 :

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:

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

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

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

(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

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

(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.

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

"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

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

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.

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

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

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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;

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

(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;

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

(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;

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

(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)

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

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

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

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.

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

(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;

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

(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 of 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

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

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 corporation, duly organized and validly existing under the laws of the State of Delaware, 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:

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

(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 of 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.

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

Article V

Miscellaneous

Section 5.01. Amendment. This Agreement may be amended by an instrument in writing signed by SANBAG and the Company.

Section 5.02. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and is made solely for the benefit of the parties hereto. No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein.

Section 5.03. Notices. All notices or communications to be given under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon actual receipt after deposit in the United States mail, postage prepaid, or (b) in the case of personal delivery to any person, upon actual receipt. The Company or SANBAG may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Company: Renovate America, Inc.
15073 Avenue of Science, Suite 200
San Diego, CA 92128
Attention: Chief Financial Officer

If to SANBAG: San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715
Attn: Executive Director

Section 5.04. No Assignment by SANBAG. Notwithstanding anything to the contrary contained herein, this Agreement may not be assigned by SANBAG.

Section 5.05. Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of SANBAG and the Company, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 5.06. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.07. Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

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

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

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]

Attachment: Clean 10_6_15 6-1001402 Purchase and Sale Agreement between SANBAG and Renovate America - Tax Year 2-c1 (2324 :

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 (2324 :

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

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

Minute Action

AGENDA ITEM: 20

Date: November 4, 2015

Subject:
Request for Cooperative Work Agreement from California Department of Finance

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

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

i. Palm Avenue grade separation right of way phase: $381,708 in Congestion Mitigation and Air Quality fund

B. Authorize Executive Director to execute final Cooperative Work Agreement and submit to the Department of Finance for approval.

Background:
Federal funds are available for expenditure for six years from the date of initial authorization by the Federal Highway Administration. Government Code Section 16304.3 allows for the extension of budget authority beyond the expenditure limit years through Cooperative Work Agreements (CWA) approved by the California Department of Finance (DOF). The extension will provide two additional years for expenditure of funds. Any funds not expended within eight years will be revoked.

SANBAG received notification from Caltrans that federal funds for the Palm Avenue grade separation project right-of-way phase are subject to lapse on June 30, 2016, unless a CWA is requested by SANBAG and approved by the DOF. SANBAG must submit the CWA request to Caltrans by October 23, 2015, and should expect to hear if the DOF has approved the CWA by April 1, 2016. If this request is approved, the remaining funds will be expended by the extended lapse date of June 30, 2018.

The Palm Avenue grade separation project has two outstanding properties for which SANBAG is still in the condemnation process. Currently, the legal case on the properties is scheduled to go to trial in March, 2016; however, the trial date has already been continued twice. SANBAG is requesting a CWA to allow sufficient time for resolution of this case and processing of a final settlement. If the CWA is not approved and the funds lapse prior to being expended, it may be possible to reprogram the lapsed CMAQ funds to the project, or staff will propose an alternate funding plan for SANBAG Board approval.

Entity: CTC

Financial Impact:
This item has no financial impact on the approved Fiscal Year 2015/2016 budget. If the CWA is not approved by the DOF or if the funds are not fully expended by the lapse deadline, any unexpended funds will lapse and additional funds may be needed to backfill any remaining project costs.

Reviewed By:
This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 15, 2015.

Responsible Staff:
Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

San Bernardino Associated Governments

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Minute Action

AGENDA ITEM: 21

Date: November 4, 2015

Subject:
Insurance Premium Update

Recommendation:
A. Approve the recommended Program Year 2015/2016 workers compensation policy renewal and premium with Zenith Insurance Company, and

B. Authorize the Executive Director or his designee to execute the insurance renewal documentation.

Background:
On July 1, 2015 the SANBAG Board of Directors approved general liability, excess liability, automotive, public officials' and property insurance policies and premium renewals. Crime and excess crime insurance will be renewed on July 1, 2016. Workers compensation was being extended to December 1, 2015, to avoid a large 25% increase based on rate increases Zenith Insurance is requesting from the State of California. The policy renewal information is provided in Exhibit A for Workers Compensation.

The total premium cost (including taxes) of $84,772 represents a 6.6% or $5,283 increase from the previous year for workers compensation insurance. The increase is due to an increase in estimated payroll. The rate per $100 of payroll decreased from $1.5026 to $1.4499.

Representatives from Keenan will be present to answer questions regarding the renewal of policies.

Financial Impact:
This item is consistent with the approved Fiscal Year 2015/2016 Budget, Task 0400, Indirect General and Project Management Funds.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. SANBAG General Counsel has reviewed this item.

Responsible Staff:
Hilda Flores, Chief of Fiscal Resources

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE

RENEWAL PROPOSAL

SAN BERNARDINO ASSOCIATED GOVERNMENTS

Workers' Compensation
Renewal Proposal for the 2015-2016 Program Year

October 26, 2015

Presented By:

DOUG MCKIBBIN
Senior Vice President
901 Calle Amanecer #200
San Clemente, CA 92673
Phone: (800) 338-5247, ext. 5120
Fax: (949) 369-0324
E-mail: dmckibbin@keenan.com

Attachment: Exhibit A - SANBAG Presentation__2015 WC (2350 : Insurance Premium Update)

Table of Contents

Program Premium Cost Summary 1

Markets Approached 2

Carrier Ratings and Admitted Status 3

Workers' Compensation 4

Bind Order Selection 5

Keenan Disclosure Statement 6

Carrier Quotes 7

Attachment: Exhibit A - SANBAG Presentation__2015 WC (2350 : Insurance Premium Update)

PROGRAM PREMIUM COST SUMMARY

		Zenith Expiring Program 12/1/14 - 12/01/15		Zenith Estimated Annual 12/1/15 - 12/1/16
Workers Compensation Program		**12 Months**		**12 Months**
Exposure Base (Estimated Payroll)	$	4,907,246.00	$	5,477,165
Rate per $100 Payroll	$	1.5026	$	1.4499
Premium (Including surcharges)	$	77,039.00	$	82,022.00
Intermediary Fee (Not Keenan)	$	2,450.00	$	2,750.00
Total Estimated Annual Premium:	**$**	**79,489.00**	**$**	**84,772.00**

All quotes and/or indications are subject to all terms and conditions included in other sections of this proposal and actual policies. This proposal provides a summary of coverages and estimated premiums. In the event of a discrepancy, the actual terms, conditions, limitations and exclusions of the policy shall prevail.

Attachment: Exhibit A - SANBAG Presentation__2015 WC (2350 : Insurance Premium Update)

MARKETS APPROACHED

In the process of marketing your program needs, we approached the following companies to obtain quotes for one or more of your coverages.

Name of Carrier	A.M. Best Rating	Admitted / Non-Admitted	
AmTrust	A	Admitted	Declined
Berkshire Hathaway	A++	Admitted	Quote Pending
ICW	A-	Admitted	Declined
State Fund	AA+	Admitted	In Review
Zenith Insurance Company	A IX	Admitted	Quoted

Attachment: Exhibit A - SANBAG Presentation__2015 WC (2350 : Insurance Premium Update)

CARRIER RATINGS AND ADMITTED STATUS

Guide to Best Ratings
Rating Levels and Categories

Level	Category	Level	Category
A++, A+	Superior	C, C-	Weak
A, A-	Excellent	D	Poor
B++, B+	Very Good	E	Under Regulatory Supervision
B, B-	Fair	F	In Liquidation
C++, C+	Marginal	S	Rating Suspended

Financial Size Categories
(In $000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

FSC I	Up to 1,000	**FSC IX**	250,000 to 500,000
FSC II	1,000 to 2,000	**FSC X**	500,000 to 750,000
FSC III	2,000 to 5,000	**FSC XI**	750,000 to 1,000,000
FSC IV	5,000 to 10,000	**FSC XII**	1,000,000 to 1,250,000
FSC V	10,000 to 25,000	**FSC XIII**	1,250,000 to 1,500,000
FSC VI	25,000 to 50,000	**FSC XIV**	1,500,000 to 2,000,000
FSC VII	50,000 to 100,000	**FSC XV**	2,000,000 or more
FSC VIII	100,000 to 250,000		

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages. Copies of the Best's Insurance Reports on the insurance companies are available upon your request. Keenan uses A.M. Best & Co.'s rating services to evaluate the financial condition of the insurers whose policies we propose to deliver. The rating of the carrier and the year of the publication of that rating are indicated above. Keenan makes no representations and/or warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Attachment: Exhibit A - SANBAG Presentation__2015 WC (2350 : Insurance Premium Update)

WORKERS' COMPENSATION: ZENITH

	Carrier	2014-15 Estimated Payroll	Rate	Estimated Annual Premium	State Assessments	Deposit (10% of Annual Premium)	Total Deposit (Deposit + State Assessments)	Total Costs	Wholesaler Fee	
	Zenith Insurance Company	$ 4,907,246	$ 1.5026	$ 73,735	$ 3,304	$ 7,374	$ 10,678	$ 77,039	$ 2,500	

	Carrier	2015-16 Estimated Payroll	Rate	Estimated Annual Premium	State Assessments	Deposit	Total Deposit (Deposit + State Assessments)	Total Costs	Wholesaler Fee	Decrease /Increase in Rate
	Zenith Insurance Company	$ 5,477,165	$ 1.4499	$ 79,415	$ 2,607	$ 7,942	$ 10,549	$ 82,022	$ 2,750	-4%

Note:

1. The cancelled policy with an effective date of 12/01/15 - 12/01/16 will be cancelled with a pro-rate cancellation.
2. Workers' Compensation Quote is based on Estimated Payroll of $5,477,165 as stated on the Acord 130 Application.
3. Payment Plan: Due directly to Zenith Insurance is the Deposit of $10,549 (10% Deposit Premium $7,942 + State Assessment Charges $2,607) and Semi-Annual Audits with nine (9) monthly installments of $7,942.
4. Acord 130 Application must be signed by the insured.
5. There is a Wholesaler Intermediary Fee Charge of $2,750. An invoice from Keenan will be sent to SANBAG for payment.

Attachment: Exhibit A - SANBAG Presentation__2015 WC (2350 : Insurance Premium Update)

BIND ORDER SELECTION

BIND COVERAGES: EFFECTIVE 12/01/2015

I have reviewed and accept the attached Proposal. Please accept this as our authorization to bind coverage effective December 1, 2015. This proposal provides a summary of coverages. In the event of a conflict, the actual terms, conditions, limitations and exclusions of the policy shall prevail.

1. Zenith

[ ] $84,772 Annual term 12/1/15 to 12/1/16 with Intermediary Fee of $2,750 included

Signature _____ Date _____

Attachment: Exhibit A - SANBAG Presentation__2015 WC (2350 : Insurance Premium Update)

KEENAN DISCLOSURE STATEMENT

Nature of Our Services
As your broker, Keenan will act as your advisor and consultant, but you will remain the ultimate decision maker. We will assist you in evaluating the information presented so that you can make an informed decision. You will, at all times, retain the right and responsibility to determine whether to accept or implement any information, recommendation, or suggestion presented by Keenan

Keenan does not provide legal, tax, or accounting service, advice, or opinion, and our services are not to be interpreted as representing any such service, advice, or opinion. Clients are expected to consult their own counsel and their tax/accounting experts on all legal, tax, and accounting matters relating to their insurance programs.

Needs Assessment and Marketing Plan
Keenan will work with you to assess and address your insurance needs. During this phase we will gather important information from you that will help us to develop a marketing plan and present your organization to prospective carriers. It is important that any information you provide us – or that someone else provides on your behalf – is accurate and complete. Prospective carriers will rely on this information as they develop their quotes.

After we develop a marketing plan, Keenan will contact those markets that it has determined most likely to meet the needs you have identified. We will not, however, contact every available market for the particular coverage being sought. In so far as practical, Keenan will honor requests to contact specific markets, but Keenan will not present a client to any carrier that we have determined will not provide a competitive quote. Keenan cannot guarantee the availability or price of insurance products, and cannot be responsible for fluctuations in the premiums charged by insurers.

Use of Intermediaries
We generally prefer to approach markets directly wherever possible. Upon occasion, however, we may use intermediaries, including but not limited to co-brokers, sub-brokers, managing general agents/managing general underwriters, wholesale brokers, or reinsurance brokers if we believe it is necessary or appropriate.

Marketing Results and Review of Options
Keenan will report to you in summary format, information concerning all markets and carriers approached. The summary shall include, as applicable: name of carriers approached, limits, premium, and deductible. The summary shall also include the names of any carriers who declined to provide a quote. We will also present a comparison summary highlighting the significant terms and/or differences among the various coverages quoted. The summary is provided **for convenience only.** It is not a comprehensive review of all policy terms and conditions. It is your responsibility to ask questions and to request any additional information that you deem necessary to make an informed decision regarding your insurance or self-insurance program.
Keenan cannot guarantee the solvency of any carrier with which we place business. Clients are encouraged to review all publicly available information and to contact us regarding any questions they may have. Ultimately, it remains the client's decision whether or not to accept a particular insurance carrier.

Binding Coverage
Once you have made your decision, Keenan will communicate your decision to the selected carrier so that coverage can be bound on your behalf. It is your responsibility to carefully review all documents we give you, including binders, policies and endorsements, and to advise us immediately if you find any mistakes, or believe the materials do not properly reflect your needs or instructions.

Compensation
Our service agreement with you will outline the specific terms of Keenan's compensation. Brokers often receive commissions from insurance carriers based on the insurance products sold. Commissions that are directly related to the insurance coverage purchased may impact the pricing that Keenan is able to obtain for such coverage.

It is possible that Keenan may also provide services to other entities that also provide services to our clients. They may include administrative, underwriting, marketing, loss control, and/or reinsurance related services. To the extent that any such services are provided, Keenan will be separately compensated by the recipient of those services.

Consistent with industry practices, insurers may also pay insurance brokers, such as Keenan, indirect compensation based upon volume efficiencies, client renewals, marketing services, product development, technology investments and other additional services. Keenan seeks written assurances from insurers that any such indirect compensation will not adversely impact the pricing or coverage terms that Keenan is able to obtain for its clients.

Keenan complies with all applicable state and/or federal laws and regulations regarding disclosure of compensation. We embrace industry efforts for transparency and believe it is important that clients have access to information that may be relevant to their choice of insurance products, including the cost of such insurance and services, and, the compensation that may be directly or indirectly paid to Keenan in connection with the products or services that are selected. If you have questions regarding any of these items or desire additional information, you may contact your Keenan account representative to discuss this matter in more detail.

Attachment: Exhibit A - SANBAG Presentation__2015 WC (2350 : Insurance Premium Update)

Carrier Quotes

Attachment: Exhibit A - SANBAG Presentation__2015 WC (2350 : Insurance Premium Update)

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 22

Date: November 4, 2015

Subject:
Budget Amendment for Advance Expenditure Agreement C13128 with the City of Big Bear Lake

Recommendation:
That the Board, acting in its capacity as the San Bernardino County Transportation Authority, approve a Budget Amendment to increase Task 0550 – Programming by $1,000,000 to be funded by Measure I 2010-2040 Mountain Fund – Major Local Highway.

Background:
On November 7, 2012, the Board of Directors approved Funding Agreement C13058 and the allocation of $2,400,000 to the Village L Project, funded with $1,200,000 in Measure I Mountain Subarea Major Local Highway funds and $1,200,000 in State Local Partnership Program funds. The Village L Project street improvements removed and replaced curb, gutter and sidewalk, as well as resurfacing both streets and installing new drainage structures, along Village Drive and Pine Knot Avenue in the downtown section of the City of Big Bear Lake.

On May 1, 2013, the Board of Directors approved an Advance Expenditure Agreement C13128 for $1,200,000 in Measure I Subarea Major Local Highway funds for the Village L Project.

At this time, there are sufficient funds to reimburse the City of Big Bear Lake $1,000,000 in Fiscal Year 2015/2016 with the balance of $200,000 anticipated to be repaid in Fiscal Year 2021/2022. Future repayment of the balance is dependent on the funding needs of other projects on the priority list for the Mountains Subarea.

On September 1, 2015, members of the Subarea (San Bernardino County and the City of Big Bear Lake) approved the repayment of $1,000,000 of the Advance Expenditure Agreement, with the balance to be paid in the future.

Financial Impact:
This item is not consistent with the Fiscal Year 2015/2016 Budget. A budget amendment is requested in the Recommendation above.

Reviewed By:
This item was reviewed and recommended for approval without a quorum present at the October 16, 2015 Mountain/Desert Policy Committee.

Responsible Staff:
Andrea Zureick, Director of Fund Administration

Entity: CTA

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 23

Date: November 4, 2015

Subject:
Contract Amendment C14021-01 for the I-40 Needles Connector Project

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

A. Allocate $50,000 in Colorado River Subarea Major Local Highway Program funds to the City of Needles for the Needles Connector Project; and

B. Approve Contract Amendment C14021-01 for the I-40 Needles Connector Project increasing the amount to $190,290.

Background:
On October 2, 2013, Funding Agreement C14021 was approved by the Board of Directors to provide $140,290 in Measure I Major Local Highway funding for the Right of Way phase of the Interstate 40 (I-40)/ Needles Connector Project.

The City of Needles (City) is proposing street improvements along an approximately 1.07-mile corridor in the City of Needles, San Bernardino County, California. The I-40/Needles Connector Project (Project) limits include J Street, West Broadway Street, Needles Highway, and North K Street (Figure 1-1 Project Vicinity). The proposed project includes intersection improvements at J Street and West Broadway Street, West Broadway Street and Needles Highway, and Needles Highway and North K Street. Improvements would include traffic signals, turn lanes, and Americans with Disabilities Act (ADA) pedestrian access, removing and replacing existing roadbed and asphalt pavement, striping, improved signage, reconstruction or adding sidewalks and ADA access ramps, replacing existing retaining walls, and addressing localized flooding.

To assist with project costs, the project has also been awarded Federal Highway Administration (FHWA) Corridors and Borders Program funds as well as Surface Transportation-Local funds. San Bernardino County has also contributed to this project.

Due to eminent domain actions needed to complete the right of way acquisition, the project has been delayed and exceeded the amount budgeted for the phase. The City has estimated that an additional $50,000 is needed to complete the right of way and the final design phases. The City requested an additional allocation of Measure I Major Local Highway Program funds to complete the two phases.

On September 1, 2015, the Colorado River subarea agencies (San Bernardino County and City of Needles) approved the additional allocation of Major Local Highway Funds in Fiscal Year 2015/2016. This allocation will not affect the funding need for other projects currently

scheduled.

Financial Impact:
This item is consistent with the Fiscal Year 2015-2016 Budget.

Reviewed By:
This item was reviewed and recommended for approval without a quorum present at the October 16, 2015 Mountain/Desert Policy Committee. This item and the draft amendment have been reviewed by General Counsel.

Responsible Staff:
Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: C14021 Amendment No.: 01 Vendor No.: 01507

Vendor/Customer Name: City of Needles Sole Source? [X] Yes [ ] No

Description: Amendment #1 to the Project Funding Agreement for I-40 Needles Connector Project

Start Date: 10/2/2013 Expiration Date: 12/13/2018 Revised Expiration Date:

Has Contract Term Been Amended? [X] No [ ] Yes - Please Explain

List Any Related Contracts Nos.:

Dollar Amount			
Original Contract	$ 140,290.00	Original Contingency	$ -
Revised Contract (Inclusive of Prior Amendments)	$ 140,290.00	Revised Contingency (Inclusive of Prior Amendments)	$ -
Current Amendment	$ 50,000.00	Contingency Amendment	$ -
TOTAL CONTRACT VALUE	$ 190,290.00	TOTAL CONTINGENCY VALUE	$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	$ 190,290.00

Contract Authorization

[ ] Executive Director Date:

Executive Director Action:

[x] Board of Directors Date: 11/4/2015

Board of Directors Action: Approve Amendment 1 to C14021

[X] Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: [ ] Capital [ ] PAA [X] Other

[ ] Retention: % Maximum Retention: $ -

Services: [ ] Construction [X] Intrgrnt/MOU/COOP [ ] A & E Services [ ] Other Professional Services

[ ] Disadvantaged Business Enterprise (DBE) Goal %

[ ] Contract Management: Receivable

[ ] E-76 and/or CTC Date (Attach Copy) [ ] Program Supplement No.:

[ ] Finance Letter [ ] Reversion Date: [ ] EA No.:

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

Additional Information

Project Manager:

Attachment: Contract Summary Sheet (2320 : Contract Amendment C14021-01 for the I-40 Needles Connector Project)

AMENDMENT C14021-01 TO

PROJECT FUNDING AGREEMENT C14021

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF NEEDLES

FOR

I-40 NEEDLES CONNECTOR PROJECT
CITY OF NEEDLES

THIS AMENDMENT C14021-01 ("Amendment") to Project Funding Agreement C14021 ("Agreement C14021") is made and entered into by and between the CITY OF NEEDLES (hereinafter referred to as "CITY") and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public entity, referred to herein as "AUTHORITY." AUTHORITY and CITY are each a "Party" and collectively "Parties.

RECITALS

A. WHEREAS, the Parties entered into Agreement C14021 on November 5, 2013, to construct the I-40 Needles Connector Project in the City of Needles ("PROJECT") as described in Attachment A to this Amendment; and

B. WHEREAS, the PROJECT is identified in the Colorado River Subarea Major Local Highway Program Project List and the PROJECT will be carried out in accordance with the policies of the Measure I 2010-2040 Strategic Plan. The PROJECT Right of Way and Design Phase costs were originally estimated to be $2,365,000; and

C. WHEREAS, Agreement C14021 identifies CITY as the lead agency for this PROJECT, to undertake and lead the Right of Way and Design Phases of the PROJECT; and

D. WHEREAS, pursuant to Agreement C14021, AUTHORITY is obligated to reimburse CITY for the actual cost of the PROJECT up to a maximum of $140,290 in MLHP Funds; and

Attachment: C14021-01 (2320 : Contract Amendment C14021-01 for the I-40 Needles Connector Project)

E. NOW, THEREFORE, the Parties desire and agree to increase CITY's actual allowable PROJECT expenditures from a maximum $140,290 to a maximum of $190,290, and to increase AUTHORITY's obligation to reimburse CITY for CITY's actual allowable PROJECT expenditures from a maximum $140,290 to a maximum of $190,290 as set forth in Attachment B to this Amendment.

AGREEMENT

In consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, and the above Recitals which are incorporated into this Amendment, the Parties agree as follows:

1. Agreement C14021 is amended as follows:

   a. Paragraph 1 of Section I, following "AUTHORITY AGREES", is deleted and replaced with the following:

      "To reimburse CITY for the actual cost of the PROJECT up to a maximum of $190,290 in MLHP Funds. A revised estimate of costs for the PROJECT is provided in Attachment B to the Amendment. AUTHORITY shall have no further responsibilities to provide MLHP funds for the PROJECT exceeding this amount."

   b. Paragraph 2 of Section I, following "AUTHORITY AGREES", is deleted and replaced with the following:

      "To reimburse CITY within 30 days after CITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY up to a maximum of $190,290, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly."

   c. Paragraph 2 of Section II, following "CITY AGREES", is deleted and replaced with the following:

      "To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by CITY, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed $190,290 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT by CITY are considered eligible expenses and may be charged to the PROJECT funds subject to AUTHORITY's guidelines."

   d. Attachment A to Agreement C14021 is deleted and replaced with Attachment A (Project Description) attached to and incorporated into the Amendment.

Attachment: C14021-01 (2320 : Contract Amendment C14021-01 for the I-40 Needles Connector Project)

e. Attachment B to Agreement C14021 is deleted and replaced with Attachment B (Revised Funding Plan) attached to and incorporated into the Amendment.

2. All other terms and conditions of Agreement C14021 shall remain in full force and effect.

3. This Amendment is incorporated into and made a part of Agreement C14021.

4. This Amendment shall be effective on the date executed by AUTHORITY.

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

Attachment: C14021-01 (2320 : Contract Amendment C14021-01 for the I-40 Needles Connector Project)

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

SAN BERNARDINO CITY TRANSPORTATION AUTHORITY

By: _____
Ryan McEachron
Chair, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

Date: _____

CITY OF NEEDLES

By: _____
Dr. Edward Paget
Mayor

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
John Pinkney
CITY Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

Date: _____

Attachment: C14021-01 (2320 : Contract Amendment C14021-01 for the I-40 Needles Connector Project)

Attachment A

Project Description

I-40 NEEDLES CONNECTOR PROJECT
CITY of NEEDLES

The City of Needles is proposing street improvements along an approximately 1.07-mile corridor in the City of Needles, San Bernardino County, California. The Interstate 40 (I-40)/Needles Connector Project (Project) limits include J Street, West Broadway Street, Needles Highway, and North K Street (Figure 1-1 Project Vicinity). The proposed project includes intersection improvements at J Street and West Broadway Street, West Broadway Street and Needles Highway, and Needles Highway and North K Street. Improvements would include traffic signals, turn lanes, and Americans with Disabilities Act (ADA) pedestrian access, removing and replacing existing roadbed and asphalt pavement, striping, improved signage, reconstruction or adding sidewalks and ADA access ramps, replacing existing retaining walls, and addressing localized flooding.

Attachment: C14021-01 (2320 : Contract Amendment C14021-01 for the I-40 Needles Connector Project)

Attachment B

Revised Funding Plan

I-40 NEEDLES CONNECTOR PROJECT
CITY OF NEEDLES

PHASE	TOTAL COST	MAJOR LOCAL HIGHWAY PROGRAM FUNDS(1)	FEDERAL FUNDS(2)	STP-L(3)	CITY SHARE	SAN BERNARDINO COUNTY SHARE
Engineering	**$1,956,840**	**$ 25,000**	**$1,505,000**	**$0**	**$ 350,000**	**$76,840**
Right of Way	**$ 626,290**	**$165,290**	**$461,000**	**$0**	**$0**	**$0**
Construction	**$3,145,000**		**$947,000**	**$1,980,000**	**$218,000**	**$0**
Total	**$5,728,130**	**$190,290**	**2,913,000**	**$1,980,000**	**$568,000**	**$76,840**

(1) AUTHORITY's Share can be from sources under control of AUTHORITY including, but not limited to, Measure I Major Local Highway Program (MLHP), State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this AGREEMENT.

(2) FY01-02 National Corridor Planning & Development (NCPD) and Coordinated Border Infrastructure Grant in the amount of $2,913,000. (Q640/H640 Funds)

(3) Federal earmark in this amount was swapped with the I-215/Barton Road Project for Surface Transportation Program – Local funds to avoid rescission.

Attachment: C14021-01 (2320 : Contract Amendment C14021-01 for the I-40 Needles Connector Project)

FIGURE 1-1

PROJECT VICINITY

Attachment: Figure 1-1 NeedlesConnectorMap (2320 : Contract Amendment C14021-01 for the I-40 Needles Connector Project)

Governments SANBAG Working Together

San Bernardino Associated Governments

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Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 24

Date: November 4, 2015

Subject:
Congestion Management Program Monitoring Update and Contract Award

Recommendation:
That the Board, acting as the San Bernardino County Congestion Management Agency (CMA):

A. 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.

B. 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 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.

Entity: CMA

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, Inc.
- 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, Inc. the ability to leverage existing processes to manage additional clients' data, including that of SANBAG. For instance, Iteris, Inc. 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, Inc., 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, Inc. In addition, the procurement process to select a consultant to develop the monitoring tool resulted in only two submitted proposals. The evaluation process revealed that Iteris, Inc. was a clear leader in the development of these tools and the other firm that submitted a proposal did not have the capabilities to develop and/or maintain the tool based on SANBAG's identified needs. Due to Iteris' unique qualifications and demonstrated experience, staff recommends the Board find that it is in the best interests of SANBAG to award this sole source contract to Iteris, Inc. 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. It has been estimated that local jurisdictions collectively spend approximately $100,000 annually to perform the current monitoring requirements. 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 consistent 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.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 14, 2015. SANBAG General Counsel and Contract Administrator have reviewed this item and the contract.

Responsible Staff:
Steve Smith, Director of Planning

Approved
Board of Directors
Date: November 4, 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? [X] Yes [ ] No

Description: Congestion Management Program Monitoring Tool Maintenance

Start Date: 11/5/2015 Expiration Date: 6/30/2020 Revised Expiration Date:

Has Contract Term Been Amended? [X] 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	$ -
TOTAL CONTRACT VALUE	$ 450,000.00	TOTAL CONTINGENCY VALUE	$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	$ 450,000.00

Contract Authorization

[ ] Executive Director Date:

Executive Director Action:

[X] Board of Directors Date: 11/4/2015

Board of Directors Action: Approve Agreement 16-1001364

[X] Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: [ ] Capital [ ] PAA [X] Other

[ ] Retention: % Maximum Retention: $ -

Services: [ ] Construction [ ] Intrgrnt/MOU/COOP [ ] A & E Services [X] 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

San Bernardino Associated Governments

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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.

Attachment: CMP-MonitoringToolHosting-SOW-082415 (2301 : CMP Monitoring Update and Contract Award)

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

Attachment: CMP-MonitoringToolHosting-SOW-082415 (2301 : CMP Monitoring Update and Contract Award)

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:

Attachment: CMP-MonitoringToolHosting-SOW-082415 (2301 : CMP Monitoring Update and Contract Award)

- 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

Attachment: CMP-MonitoringToolHosting-SOW-082415 (2301 : CMP Monitoring Update and Contract Award)

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 atter

Attachment: CMP-MonitoringToolHosting-SOW-082415 (2301 : CMP Monitoring Update and Contract Award)

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.

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

Minute Action

AGENDA ITEM: 25

Date: November 4, 2015

Subject:
Allocation to the High Desert Corridor Joint Powers Authority for the Investment Grade Passenger Rail Revenue Study

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

A. Allocate up to $200,000 in Victor Valley Fund – Project Development and Traffic Management Systems Program Funds to the High Desert Corridor Joint Powers Authority for the Investment Grade Passenger Rail Ridership and Revenue Study for the high speed rail component of the High Desert Corridor.

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

B. Approve Funding Agreement 16-1001410, consistent with the terms set out in this report and in a form approved by Commission General Counsel, in an amount up to $200,000 with the High Desert Corridor Joint Powers Authority (HDCJPA) for the Investment Grade Passenger Rail Ridership and Revenue Study for the high speed rail component of the High Desert Corridor.

C. Authorize the SANBAG Executive Director to finalize the amount of Commission contribution to the HDCJPA, up to the $200,000 limit identified in Recommendation A and to execute the Funding Agreement.

Background:
The High Desert Corridor (HDC) Joint Powers Authority (JPA) is interested in awarding a sole source contract to Steer Davies Gleave to prepare an Investment Grade Passenger Rail Ridership and Revenue Study for the rail component of the proposed High Desert Corridor.

In the Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the HDC, the alternatives analyzed include a high speed rail line to connect the proposed Xpress West station in Victorville to the Palmdale Transportation Center where Metrolink has an existing station, and to which the California High Speed Rail (HSR) System is planning to connect.

Steer Davies Gleave prepared the investment grade rail ridership and revenue study for Xpress West on the Victorville to Las Vegas Corridor and their scope of work would be an extension of that study for service along the HDC alignment. The estimated cost of the study is not to exceed $800,000. Attachment A includes the Scope of Work portion of the proposal from Steer Davies Gleave.

The JPA has requested that SANBAG and the Los Angeles County Metropolitan Transportation Authority (Metro) fund the study. Additional funding is being sought from the California

Entity: CTA, CTC

High Speed Rail Authority and Xpress West and those contributions, if received, would decrease the SANBAG share of the project cost.

A draft cooperative agreement between San Bernardino County Transportation Commission (Commission), the JPA and Metro has been developed that delineates the responsibilities of each agency for participation in the revenue study. The attached draft cooperative agreement is subject to more thorough review by each participating agency's general counsel. Several conditions have been identified in the agreement including:

1) Identification of the HDCJPA as the Lead Agency and Project Manager.

2) The study can commence only after Commission, Metro, and additional funding partners have taken action to contribute the necessary funds to the study, a Funding Agreement has been executed for the JPA to receive the funds, and a contract is in place between the JPA and Steer Davies Gleave.

3) Maximum commitment of $200,000 from the Commission with the expectation that Metro and other public or private entities will provide the balance of project funding.

4) Project Development Team (PDT) meetings or other significant communications involving products, scope, and budget held for the duration of the study will include representatives from Commission and Metro so they may receive information and provide feedback on the Study's progress.

5) Commission's contribution is limited to work efforts in the project study area within San Bernardino County, in particular the area between the Los Angeles County Line and the Xpress West station in the City of Victorville at Interstate 15.

The study has been deemed to be eligible to receive Measure I Victor Valley Subarea Project Development – Traffic Management Systems Program funds. Funds from this program are expended at the discretion of the Victor Valley Subarea representatives. Victor Valley Subarea representatives from Victorville, Hesperia, Apple Valley, Adelanto and San Bernardino County will be deliberating prior to the November 4, 2015 SANBAG Board meeting regarding support for allocating funds from this Measure I program to the study.

Financial Impact:
This item is consistent with the Fiscal Year 2015-2016 Budget.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. General Counsel and the Procurement Manager have reviewed this item and the draft MOU.

Responsible Staff:
Steve Smith, Director of Planning

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001410 Amendment No.: Vendor No.: 03176

Vendor/Customer Name: High Desert Corridor Joint Powers Authority Sole Source? [X] Yes [ ] No

Description: High Desert Corridor Investment Grade Passenger Rail Revenue

Start Date: 11/4/2015 Expiration Date: 12/31/2016 Revised Expiration Date:

Has Contract Term Been Amended? [X] No [ ] Yes - Please Explain

List Any Related Contracts Nos.:

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

Contract Authorization

[ ] Executive Director Date:

Executive Director Action:

[X] Board of Directors Date: 11/4/2015

Board of Directors Action: Review and approve Project Funding Agreement

[X] Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: [ ] Capital [ ] PAA [x] Other

[ ] Retention: % Maximum Retention: $ -

Services: [ ] Construction [X] 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: SANBAG Contract Summary Sheet1 [Revision 2] (2279 : Allocation to High Desert Corridor Joint Powers Authority)

Attachment: HDC-InvGradePsgrRailRevStudy-DRAFT-MOU [Revision 3] (2279 : Allocation to High Desert Corridor Joint Powers Authority)

COOPERATIVE AGREEMENT NO. 16-1001410 (Metro #)

BY AND BETWEEN

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

AND

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY

FOR

HIGH DESERT CORRIDOR
INVESTMENT GRADE PASSENGER RAIL RIDERSHIP & REVENUE STUDY

THIS COOPERATIVE AGREEMENT ("Contract") is made and entered into by and between the Los Angeles County Metropolitan Transportation Authority ("METRO"), whose address is 1 Gateway Plaza, Los Angeles, California 90012; the San Bernardino County Transportation Commission ("SANBAG"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and the High Desert Corridor (HDC) Joint Powers Authority ("JPA") whose address is 385 N. Arrowhead Avenue, 5th Floor, San Bernardino, CA 92415-0110. SANBAG, METRO, and JPA are each a "Party" and are collectively referred to as the "Parties."

RECITALS:

WHEREAS, in 2010, the County of San Bernardino, County of Los Angeles, and the cities of Adelanto, Victorville, Apple Valley, Lancaster, and Palmdale formed a Joint Powers Authority (JPA) to develop the HDC; and

WHEREAS, Caltrans has taken the lead on the development of an Environmental Impact Report (EIR) for the HDC with METRO as a project co-sponsor; and

WHEREAS, Metro has funded $31.4 million to assist with the development of the EIR; and

WHEREAS, SANBAG contributed $4.4 million to the development of the EIR; and

WHEREAS, Metro has agreed to allocate $500,000 for a traffic and revenue analysis on the HDC corridor; and

WHEREAS, a Final Environmental Impact Report is anticipated to be completed in spring 2016; and

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WHEREAS, the next steps in development of the HDC will likely require financial support both from the public and private sectors; and

WHEREAS, investment grade passenger rail ridership and revenue studies have been required by the Federal Railroad Administration for consideration of a Railroad Rehabilitation and Improvement Financing (RRIF) loan; and

WHEREAS, for private sector interests it is necessary that robust estimates are prepared of likely ridership and revenue levels and the envelope of risks associated with those forecasts; and

WHEREAS, the JPA has requested funding contributions from SANBAG and METRO to conduct an investment grade passenger rail ridership and revenue study; and

WHEREAS, the California High Speed Rail Authority and Xpress West have been requested to contribute funding to complete the study; and

WHEREAS, the JPA is interested in entering into a sole-source contract with Steer Davies Gleave to perform an investment grade passenger rail ridership and revenue study; and

WHEREAS, the JPA has solicited a proposal from Steer Davies Gleave to perform the investment grade passenger rail ridership and revenue study; and

WHEREAS, the JPA has provided justification for Steer Davies Gleave to receive a sole source contract from the JPA; and

WHEREAS, the Steer Davies Gleave proposal identified a not-to-exceed dollar amount to complete the scope of work of $800,000; and

WHEREAS, the proposed work effort is outlined in the proposal included in Attachment A and is defined as the "PROJECT"; and

WHEREAS, the SANBAG contribution for the study would be an amount up to but not exceeding $200,000 and subject to the funding contributions of other parties; and

WHEREAS, the SANBAG Measure I 2010-2040 Expenditure Plan and the Victor Valley Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Victor Valley Subarea Project Development/Traffic Management Systems ("PD/TMS"); and

WHEREAS, the PROJECT is one of the projects identified as eligible for Victor Valley Subarea PD/TMS funding; and

WHEREAS, SANBAG has determined that the PROJECT is eligible to receive the Victor Valley Subarea PD/TMS funds; and

WHEREAS, the SANBAG and METRO contributions to this phase of the HDC do not obligate SANBAG or METRO to the funding of subsequent phases; and

WHEREAS, the Parties wish to enter into this Contract to delineate roles, responsibilities, and funding commitments relative to the PROJECT; and

WHEREAS, the PROJECT will be managed by the JPA with oversight from SANBAG and METRO; and

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Attachment: HDC-InvGradePsgrRailRevStudy-DRAFT-MOU [Revision 3] (2279 : Allocation to High Desert Corridor Joint Powers Authority)

NOW, THEREFORE, the Parties agree as follows:

I. JPA RESPONSIBILITIES:

A. Designate Project Manager to represent the JPA through whom all communications between the Parties shall be channeled.

B. Be responsible for executing a sole-source contract to Steer Davies Gleave ("CONSULTANT") for an amount not-to-exceed $800,000.

C. Provide SANBAG and METRO with a proposed PROJECT schedule from the consultant to complete the PROJECT.

D. Include SANBAG and METRO in all related meetings and communications on the PROJECT's progress as well as to provide SANBAG and METRO with copies of the meeting minutes and action items.

E. Undertake management, planning, outreach, analysis, and procurement work in connection with the PROJECT and to diligently undertake and complete the tasks documented in the Scope of Work. Performance of services under these consultant contracts shall be subject to the technical direction of the JPA Chair, or his designee, with input and consultation from the SANBAG and METRO. Modifications to the Scope of Work or schedule shall require written approval from the SANBAG and METRO responsible staff members prior to any modification of the agreement with the CONSULTANT by the JPA.

F. Make all PROJECT work performed by the consultants and contractors, along with associated invoices, available for review and comment by the SANBAG and METRO.

G. Require CONSULTANT to name SANBAG and METRO as additional insureds under the commercial general liability policies.

II. SANBAG RESPONSIBILITIES:

A. Designate a responsible staff member who will be SANBAG's representative attending the meetings, receive day-to-day communication and review the PROJECT documents. The responsible staff member will provide comments and any requested information or documents to the JPA and the consultants.

B. Be responsible for payment of up to $200,000 for SANBAG's portion of the PROJECT to the JPA based on progress invoices to be provided to SANBAG by the JPA. The SANBAG share of the cost of CONSULTANT services shall be confirmed by a letter from SANBAG's Executive Director to the JPA once the complete funding plan is known.

C. Review and comment on all PROJECT work performed by the PROJECT consultant. JPA shall transmit all review comments to SANBAG. The JPA agrees the CONSULTANT submittals may be in the form of plans, notes, estimates, analysis, reports, studies, and/or environmental documents. The JPA shall review all comments received by the PROJECT and together with SANBAG and METRO decide which comments shall be incorporated into the PROJECT documents.

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Attachment: HDC-InvGradePsgrRailRevStudy-DRAFT-MOU [Revision 3] (2279 : Allocation to High Desert Corridor Joint Powers Authority)

Attachment: HDC-InvGradePsgrRailRevStudy-DRAFT-MOU [Revision 3] (2279 : Allocation to High Desert Corridor Joint Powers Authority)

III. METRO RESPONSIBILITIES:

A. Designate a responsible staff member who will be METRO's representative attending the meetings, receive day-to-day communication and review the PROJECT documents. The responsible staff member will provide comments and any requested information or documents to the JPA and the consultants.

B. Be responsible for payment for METRO's portion of the PROJECT to the JPA based on progress invoices to be provided to METRO by the JPA. The METRO share of the cost of CONSULTANT services shall be confirmed by a letter from METRO to the JPA once the complete funding plan is known.

C. Review and comment on all PROJECT work performed by the PROJECT consultant. JPA shall transmit all review comments to METRO. The JPA agrees the CONSULTANT submittals may be in the form of plans, notes, estimates, analysis, reports, studies, and/or environmental documents. The JPA shall review all comments received by the PROJECT and together with SANBAG and METRO decide which comments shall be incorporated into the PROJECT documents.

IV. MUTUAL RESPONSIBILITIES:

A. Parties agree that the JPA is managing the PROJECT through a sole-source procurement and oversight of the consultants to complete the PROJECT. Estimated costs of the PROJECT shall not exceed $800,000 to complete these tasks, unless this contract is amended as mutually agreed in writing by the parties. JPA will manage the PROJECT using JPA staff and contracted services.

B. The scope of the PROJECT is depicted in Attachment A, which is attached to this Contract and by this reference is incorporated herein.

C. Neither JPA, nor its officers, directors, employees or agents are responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG or METRO under or in connection with any work, authority or jurisdiction delegated to SANBAG or METRO under this Contract. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG or METRO shall fully defend, indemnify and save harmless JPA its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG or METRO under or in connection with any work, authority or jurisdiction delegated to SANBAG or METRO under this Contract. This provision shall survive termination of this contract.

D. Neither METRO, nor its officers, directors, employees or agents are responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG or JPA under or in connection with any work, authority or jurisdiction delegated to SANBAG or JPA under this Contract. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG or JPA shall fully defend, indemnify and save harmless METRO its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of

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anything done or omitted to be done by SANBAG or JPA under or in connection with any work, authority or jurisdiction delegated to SANBAG or JPA under this Contract. This provision shall survive termination of this contract.

E. Neither SANBAG, nor its officers, directors, employees or agents are responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by METRO or JPA under or in connection with any work, authority or jurisdiction delegated to METRO or JPA under this Contract. It is understood and agreed that, pursuant to Government Code Section 895.4, METRO or JPA shall fully defend, indemnify and save harmless SANBAG its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by METRO or JPA under or in connection with any work, authority or jurisdiction delegated to METRO or JPA under this Contract. This provision shall survive termination of this contract.

F. The term of the Contract shall continue in full force and effect through completion and closeout of the PROJECT or on December 31, 2016, whichever is earlier in time.

G. The Parties hereto warrant that they are duly authorized to execute this Contract on behalf of said Parties and that, by so executing this Contract, the Parties hereto are formally bound to this Contract.

H. Except on subjects preempted by Federal law, this Contract shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to the performance under this Contract.

I. The Parties agree that they shall maintain and make available for inspection all books, records, papers, accounting records, or other documents pertaining to the performance of the PROJECT, including but not limited to, the costs associated with the PROJECT. The Parties shall make available at their respective offices at reasonable times during the Contract term and for three years from the date of PROJECT completion, whichever is later in time. The Parties agree that all duly authorized representatives shall have access to the documents during normal business hours.

J. If any clause or provision of this Contract is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Contract shall not be affected but shall remain in full force and effect.

K. This Contract can be amended with a written amendment when agreed upon and duly authorized to be executed by all Parties.

L. In the event of litigation arising from this Contract, each Party to this Contract shall bear its own costs, including attorney(s) fees.

M. This Contract may be signed in counterparts, each of which shall constitute an original.

N. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Contract shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable

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Attachment: HDC-InvGradePsgrRailRevStudy-DRAFT-MOU [Revision 3] (2279 : Allocation to High Desert Corridor Joint Powers Authority)

courier or by facsimile addressed to the relevant party at the address/fax number stated below.

O. Notice given under or regarding this Contract shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Parties at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

To JPA	**To SANBAG**	**To Metro**
385 N. Arrowhead Avenue, 5th Floor	**1170 W. 3rd Street, 2nd Floor**	**1 Gateway Plaza,**
San Bernardino, CA 92415-0120	**San Bernardino, CA 92410-1715**	**Los Angeles, CA 90012**
Attn: Laurie Hunter	**Attn: Steve Smith**	**Attn: Isidro Panuco**
	Cc: Procurement Manager	
Phone: (626) 808-8668	**Phone: (909) 884-8276**	**Phone: (213) xxx-xxxx**

P. The Recitals stated above are true and correct and are incorporated by this reference into the Contract.

Q. Attachment A is attached to this Contract and by this reference is incorporated herein.

R. JPA shall be the last of the parties to sign this Contract and the date that this Contract is executed by the JPA shall be the Effective Date of the Contract.

---------- ***SIGNATURES ON THE FOLLOWING PAGE*** ----------

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Attachment: HDC-InvGradePsgrRailRevStudy-DRAFT-MOU [Revision 3] (2279 : Allocation to High Desert Corridor Joint Powers Authority)

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year written below.

HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY

By: _____
Robert Lovingood
JPA Chair

Date:_____

APPROVED AS TO FORM:

By:_____

JPA Counsel

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

By:_____
Ryan McEachron
President, Board of Directors

Date:_____

APPROVED AS TO FORM:

By:_____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

METRO

By: _____
Mark Ridley-Thomas
Chair, Board of Directors

Date:_____

APPROVED AS TO FORM:

By:_____

Chief Counsel

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Attachment: HDC-InvGradePsgrRailRevStudy-DRAFT-MOU [Revision 3] (2279 : Allocation to High Desert Corridor Joint Powers Authority)

ATTACHMENT A
SCOPE OF WORK

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Attachment: HDC-InvGradePsgrRailRevStudy-DRAFT-MOU [Revision 3] (2279 : Allocation to High Desert Corridor Joint Powers Authority)

Attachment: Attachment A - HDC Investment Grade Rail Ridership and Revenue Study Scope of Work (2279 : Allocation to High Desert Corridor

3 Proposed scope of work

In this section we outline our proposed approach to producing Investment Grade ridership & revenue forecasts for the High Desert Corridor.

3.1 Investment Grade forecasts

In order to support our clients, we as consultants must prepare forecasts which are sufficiently robust to give assurance to potential investors in their investment decisions. In turn, Steer Davies Gleave must have sufficient confidence in these results to offer potential investors reliance on its work.

There are no 'rules' about what these forecast must contain – or about which methodologies must be adopted in their preparation – but in general it can be expected that the forecasting process will:

At Steer Davies Gleave, the term "Investment Grade" means we derive forecasts of revenue that explain and quantify uncertainty and that we stand by these forecasts as a sound basis for making an investment decision. The ideal Investment Grade forecast would:

- Use recently observed data for all key components;
- As far as practicable, be based on parameters specific to the project, not imported from other studies;
- Not rely on third-party models or data; unless such analysis has been sufficiently audited for Steer Davies Gleave itself to offer reliance on the work;
- Fully document all necessary assumptions; and
- Clearly identify and explain key risks and quantify their impact.

It is important to understand that in instances where a potential weakness or degree of uncertainty exists in the data this does not necessarily mean the forecasts are not Investment Grade. However, any such concerns should be clearly reflected in the presentation of the results, highlighted in the assumptions and reflected in a "risk envelope" around a central forecast.

At the core of Steer Davies Gleave's approach to the preparation of Investment Grade demand and revenue forecasts lies the conviction that the key requirement is a proper understanding of the situation – *supported* but not *led* by the rigorous development of modeling tools. Too often we have seen examples where the objective of the forecaster appears to be the preparation of a model – rather than the preparation of realistic, robust forecasts supported by the model.

In this context, we seek to:

- Identify **up-to-date demand, travel time and cost data**, and anchor our analysis firmly on this;
- Understand the **behavioral responses** underlying any travel choices;
- Review the **most significant assumptions** underlying our results – and explore with our clients the impacts of varying those assumptions (e.g. different operating scenarios or growth assumptions) on the forecasts; and
- **Interrogate modeled results** to clearly identify the logic behind them and sensitivity to key driving factors.

In Sections 3.3 and 3.4, we outline in greater detail our approach based upon these principles.

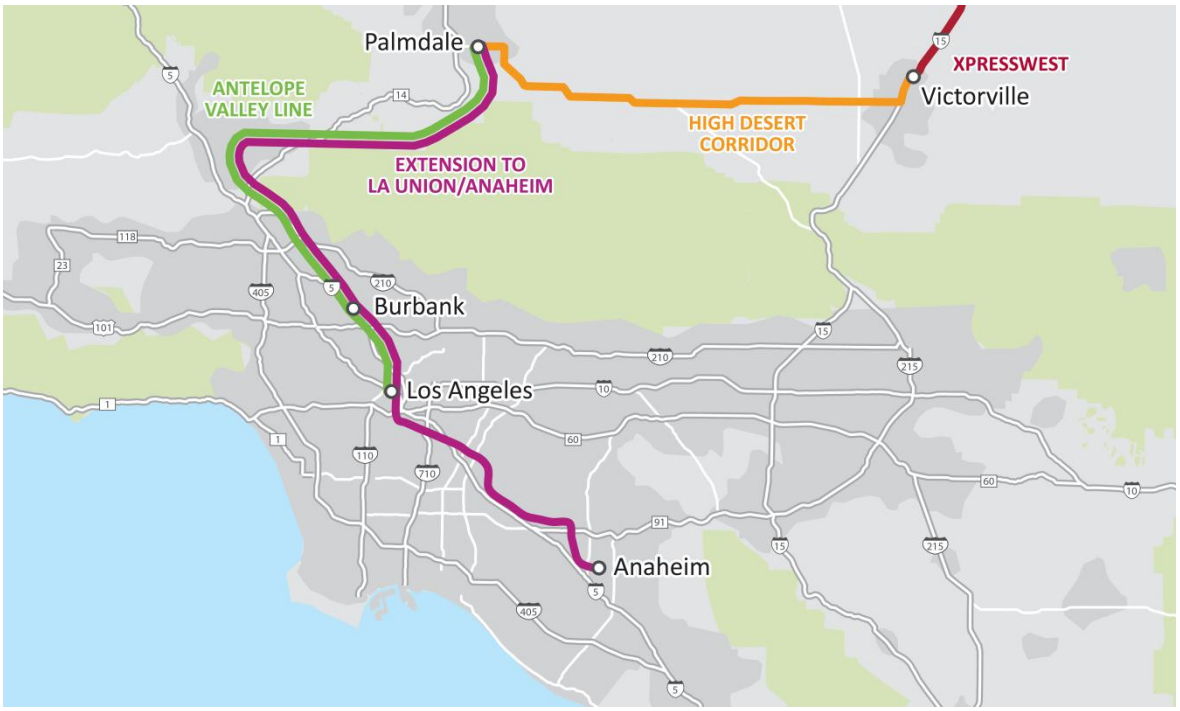
3.2 Options for evaluation

Primary options

The focus of this study is the High Desert Corridor and the potential ridership and revenues generated by improved accessibility of a HSR service to/from Las Vegas.

Forecasts will be developed for three options, reflecting the anticipated phased roll out of the California High Speed Rail (CaHSR) infrastructure:

1. One-seat high-speed ride linking Las Vegas-Victorville-Palmdale, with transfer to the existing Metrolink services on the Antelope Valley Line or auto access with parking facilities at Palmdale;
2. One-seat high-speed ride between Las Vegas and Burbank, using new CaHSR infrastructure from Palmdale (with intermediate stops at Victorville and Palmdale); and
3. One-seat high-speed ride between Las Vegas and Los Angeles Union Station / Anaheim Station using new CaHSR infrastructure from Palmdale (with intermediate stops at Victorville, Palmdale and Burbank).



The focus of the study will be forecasting trips using the proposed HSR service between Palmdale, Victorville and Las Vegas. Within options 2 and 3, forecasts will also be produced for trips going between Burbank/Los Angeles/Anaheim and Victorville/Las Vegas. In all cases, trips made wholly between Anaheim-Los Angeles-Burbank-Palmdale, which would not use the HDC infrastructure under any of the three options above, are not in-scope.

There are two primary reasons for this element of demand being excluded. First, trips completely confined within the Anaheim, Los Angeles, Burbank and Palmdale section will not use the HDC infrastructure, and therefore do not contribute to the business case for constructing this section. Second, the ongoing California High Speed Rail work already incorporates internal flows in the Anaheim-Los Angeles-Burbank-Palmdale section and detailed ridership and revenue forecasts have already been prepared or are currently being updated. Accordingly, a second and separate set of ridership/revenue forecasts for this section is superfluous.

Who is in-scope

On the basis of the primary options outlined above, we anticipate the following core markets to be in-scope for the service and to potentially respond differently to the service offer:

- Residents of Southern California going to Victorville/Las Vegas;
- Residents of Las Vegas/Victorville going to Southern California;
- Non-resident tourists going from Southern California to Las Vegas; and
- Non-resident tourists going from Las Vegas to Southern California[1].

Further, people are likely to respond differently based on a range of other characteristics (for example the number of people traveling in their immediate party). Appropriate segmentation of the market will be incorporated within the forecasts, using evidence on the key behavioral parameters from primary research undertaken.

Additional considerations

There are a large number of interactions and potential scenarios which will need to be considered as part of the work. We outline below some particularly key elements:

- Potential upgrades to the Antelope Valley Line could provide enhanced capacity which would allow a more regular service pattern and potentially faster journeys than now. The appropriate assumption will need to be agreed at an early stage.
- The alignment of the proposed HSR line from Palmdale to Burbank is not yet finalized, with a number of options still under consideration. Journey times over the section are projected at between 15 and 20 minutes but these differences are not likely to be material to the results – these timings compare with the current 80-90 minute journey time on Metrolink.
- Future development of highway (and airport) infrastructure could influence mode choice by changing travel times and the predictability of journey times in peak traffic. The High Desert Corridor itself is expected to be a multi-modal link including freeway/tollway alongside the

[1] References to 'residents' and 'non-residents' throughout the remainder of this proposal relate to these 4 core markets.

rail line. It will be necessary to define central case assumptions and to test sensitivity of the forecasts to alternative high/low investment scenarios.

- Palmdale and Burbank are expected to act as bus feeder hubs for connections into HSR. The bus links will be assumed to be available to passengers wishing to access XpressWest as well as CaHSR services.
- Some potential customers may prefer to drive to the origin station and the availability of parking near the station could be a factor influencing mode choice. We understand that the scale of parking facilities has not yet been determined, and that the results of this study could help to determine the appropriate level of parking provision. We will therefore present the option of parking at the origin station in addition to Metrolink and bus connections.
- The existing travel options involve relatively lengthy journey times, including the air option once airport access/egress, check-in times and security procedures are included. A HSR service offers the potential for much faster door-to-door times. We will consider the potential for developing a new day trip market as well as the impact of induced levels of demand in the overnight stay market. Both aspects involve sources of uncertainty and, as such, the forecasting framework will need to carefully articulate and isolate the impact of these factors on traffic and revenue levels.
- We will also consider the potential for enhanced demand through tourism packages, in particular when connecting through to Anaheim. It should be noted however that obtaining robust data from destinations such as Disneyland/Universal is often not possible meaning quantification of such potential demand would necessarily rely on a number of assumptions. Such demand would therefore only be considered as a potential upside scenario and not within the Central Case forecasts.
- It will also be necessary to consider some of the key risks to system revenues. The extent of competition from airlines will present a key risk to demand and revenue levels, particularly if fuel prices were to remain low. The operation and potential expansion of intercity coach services may also present a risk for less time-sensitive travelers.

Optional: Future connection with CaHSR to Central Valley, San Jose and San Francisco

We have not included consideration of a future connection in Palmdale with the California High Speed Rail service to the Central Valley, San Jose and San Francisco within our core proposal.

Should HDC JPA wish to include this as part of this work, the methodology utilized would be consistent with that which we set out for the core study below. Each element of the work would be extended to consider this additional potential connection and the opportunity for increased ridership and revenue that it may bring.

The in-scope market for this extension would be defined on the same basis as set out for the primary options above, with the focus on trips made between Northern California and Las Vegas. Trips undertaken entirely within the CaHSR infrastructure (for example between San Francisco and Los Angeles) would not be in-scope. For the avoidance of doubt, all passengers north of Palmdale would be expected to travel on CaHSR services, and no through service to/from Las Vegas is envisaged.

Should HDC JPA wish to include this as part of this work, it would be beneficial to commission this additional work alongside the core study. This would allow in particular the primary research to

incorporate consideration of these connections in parallel with the core research, although the potential market base would be quite distinct. The budget set out in Section 4 for this optional work has explicitly been developed on this basis. Should this work be commissioned separately this fee would be subject to revision.

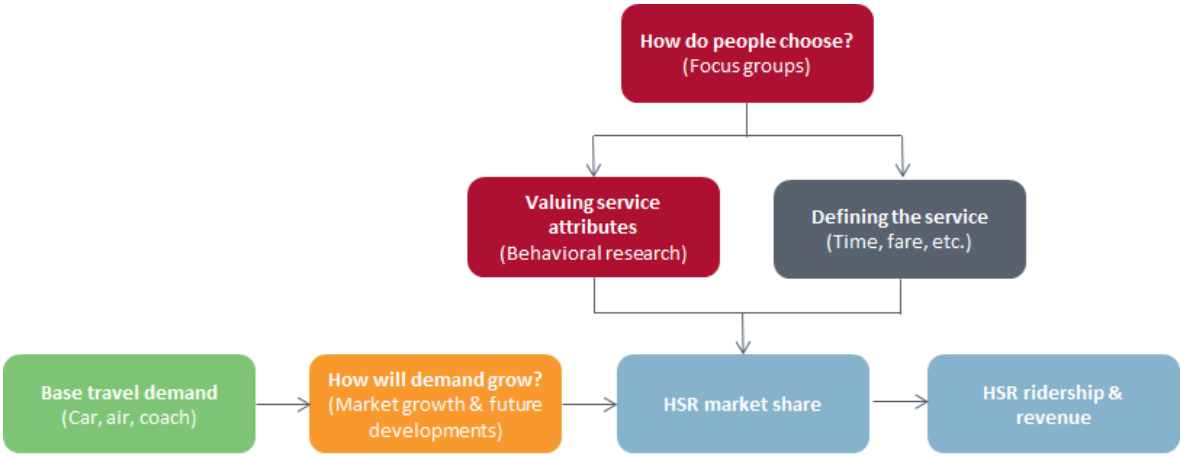
3.3 Forecasting approach

Our proposed forecasting approach will build upon the extensive body of work previously completed as part of our work forecasting ridership and revenue for XpressWest.

The latest XpressWest ridership study was completed by Steer Davies Gleave in October 2012. Since this time, the economic conditions in Southern California and the wider market have moved on with consequences for Las Vegas visitor numbers and potentially for the forecast behaviors of prospective riders. Accordingly our work will first re-establish the 'base' position without the HDC, revisiting and updating all data and forecasting assumptions developed as part of our earlier work. The case for developing the HDC proposals will then be established for each of the HDC service options.

We outline below our proposed forecasting approach:

Figure 3.1: High Desert Corridor HSR forecasting approach



Passengers will make travel decisions based on a number of factors, including price, journey times, service frequencies, reliability, the convenience and accessibility of alternative modes (including factors such as through ticketing, the availability of car parking and the onward connections available by local public transport), and other factors related to the perceived quality of particular service options. A proper understanding and quantification of the base market, as well as the benefits offered by the HSR service will be required – this will enable us to estimate how effective HSR will be in capturing demand. Detailed segmentation of the base market will reflect that there are people with different preferences within the overall market who would respond differently to the proposed service.

This forecasting approach is based upon a proven methodology which we have utilized in the development of the forecasts for XpressWest and other high-speed and intercity passenger rail studies in the US and internationally.

3.4 Scope of work

We outline below our proposed scope of work in greater detail. Note that while specific tasks are broadly presented in chronological order, many of the tasks will be progressed in parallel. A draft workplan is presented in Figure 3.2.

Where applicable within each task we outline data items which will be collected. These are split into two groups:

- **Steer Davies Gleave to obtain**: Data items which Steer Davies Gleave will source either through primary research or publically available sources; and
- **Input required**: Data items which require input from HDC JPA or a third party.

To ensure there is no delay to the workplan, we would seek to receive all requested data from HDC JPA/third parties within 10 working days of the request being made.

3.4.1 Project Inception

Following notice to proceed we would seek to engage with the HDC JPA team as soon as possible. A meeting would be arranged, either via conference call or in-person, with particular focus on:

- Initiating key lines of communication throughout the project (both with HDC JPA and other key stakeholders);
- Agreeing the project workplan; and
- Confirming the scope of data to be provided by HDC JPA/other stakeholders.

3.4.2 Literature review

There are a number of studies/planning documents which have either directly considered plans for the HDC or which will likely impact upon the competitive environment in which HSR would operate. At an early stage within the work, these documents would be reviewed to ensure that the forecasts being developed are consistent with the wider transportation context.

The precise scope of documents to be reviewed will be agreed with HDC JPA at project inception, including at minimum:

- Draft High Desert Corridor EIR/EIS;
- Metro's 2009 Long Range Transportation Plan;
- SANBAG's draft 2015 Countywide Transportation Plan; and
- California High Speed Rail documentation (in particular for Palmdale-Burbank-Los Angeles-Anaheim section).

The October 2012 XpressWest ridership study undertaken by Steer Davies Gleave will be a primary source document, although we will be revisiting and updating the data and assumptions as necessary.

3.4.3 Primary research

Primary research efforts will be required to establish up-to-date local travel patterns and traveler behavior characteristics. All of these activities will be coordinated by Steer Davies Gleave. We outline below the various activities proposed to be undertaken:

Airsage origin-destination data

Airsage[2] uses anonymized cell phone records to produce matrices of trips between different geographic zones. This will be used as a core source of data for estimating trip patterns between Southern California and Las Vegas.

There are however some limitations to this data. In particular, phones can only be tracked when they are interacting with a cell tower, and the transportation mode used for a given trip isn't directly known (although this can be assessed based upon assumptions related to any periods of phone inactivity and where phones were last sighted (for example in the vicinity of an airport), and implied journey times between observed points).

In order to validate the data, we will use traffic count data on I-15 and other key highways, adjusting the Airsage zone pair specific trip tables (as required) to match the aggregate traffic counts. In addition, we will review the implied trip patterns against data collected from other sources (for example air passengers from DB1B) and from other studies. In particular we will compare the output matrices with those developed as part of our XpressWest work, which used the same core methodology.

The study area will be sub-divided into a number of geographic zones, with the aim of aiding the validation of the Airsage data. These zones will be developed based on aggregation or disaggregation of zone systems currently being used by various MPOs in the corridor, and in the California Statewide Travel Demand Model (CASTDM), the CaHSR ridership forecasting study and the XpressWest study. This will allow easier comparison/validation between the data collected as part of this project and demand matrices developed within earlier work.

The size of the zones will vary depending on their locations (e.g. downtown vs. suburban locations) and appropriate consideration will also be given to transportation hubs (e.g. airports, train stations) where a greater level of granularity may be required in defining zones around these facilities.

Bluetooth

The majority of autos are fitted with Bluetooth short range wireless devices. The Bluetooth identities can be used to provide information on trip patterns along highways, in particular providing insight into the split of traffic on I-15 originating from the South or from the West (i.e. via US14 and US18). This data will be particularly important when forecasting HSR station choice and will provide an additional layer of validation to ensure confidence in estimated traffic volumes.

[2] http://www.airsage.com/

The precise scope of Bluetooth data to be collected will be agreed with HDC JPA at project inception, including at minimum data on:

- I-15;
- US14; and
- US18.

Focus groups

We propose to undertake three sets of focus groups with a combination of residents and visitors from both Southern California and Clark County. The objective of the focus groups would be to discuss the practicalities of the HSR proposals and obtain qualitative feedback from potential users on the critical success factors of the proposed system. These groups will also provide useful insights into the choices people are likely to make in terms of accessing the HSR system under the different service options. This will enable us to develop a more detailed understanding as to how the product can be made successful and what third party actions might facilitate passengers switching to the proposed service.

Behavioral research

The forecasts of ridership and revenue will utilize surveys to determine the behaviors of people travelling between Southern California and Las Vegas (and vice-versa), to determine the relative attractiveness of the HSR offer compared to the other travel modes available.

The program of behavioral research that we propose forms an important input to the forecasting framework. The research will be carefully designed to elicit information from travelers on the choices they might make under a range of alternative time and cost scenarios in the future. A number of different scenarios will be presented to travelers where they are offered travel alternatives by their current mode and by high speed rail under the different options. This information will then allow us to estimate travelers' different sensitivities to journey options both at a whole market level and for segments of the market who may have differing sensitivities.

Information about potential riders and their behaviors will be collected using stated preference surveys which look at people's preferences and priorities, and how they apply those preferences to make choices in relation to travel. The outputs from these surveys will play a crucial role within the forecasting approach in determining how much of the 'in-scope' market HSR can capture at a given fare.

There are a number of key issues which will need to be explored, both as part of the focus groups and as part of the wider behavioral research exercise:

- Under each primary option, how likely are people to use the HSR service;
- If they do intend to use the service, which station would they use and how would they access the station; and
- How might price differentials at each station affect their choice.

For people who are responsive to the option of HSR, we would also investigate their potential increase in trip frequency, including possible day trips using HSR.

Attachment: Attachment A - HDC Investment Grade Rail Ridership and Revenue Study Scope of Work (2279 : Allocation to High Desert Corridor

It is important that the survey methodology be developed to ensure that each distinct potential market for HSR is captured. We anticipate the following core markets to respond differently to the service offer:

- Residents of Southern California going to Las Vegas/Victorville;
- Residents of Clark County/Victorville going to Southern California;
- Non-resident tourists going from Southern California to Las Vegas; and
- Non-resident tourists going from Las Vegas to Southern California.

In order to adequately survey each of these markets we propose to use a recruitment strategy for the survey which uses a combination of online panel members (principally covering residents) and the distribution of postcard surveys in Las Vegas (principally covering non-residents). Steer Davies Gleave would host the online survey and would work with a local subcontractor for any surveys requiring on-the-ground presence.

We will seek to obtain a total of approximately 2,000 completed surveys across all recruitment methods. We will determine the precise sampling frame for the behavioral research in conjunction with the outputs from the focus groups, development of the zoning system and in discussion with HDC JPA.

Carrying out new research is important to the integrity of this study as it will allow us to collect current and relevant information to this study as it affects peoples choices and decisions now. Costs of travel in particular are constantly evolving in response to changes in the price of oil. Whilst not every change is reflected in travelers' behavior, large changes can have an impact on how people choose to spend their time and money on long distance or more discretionary trips.

Similar work was carried out in 2009 for XpressWest but we note that the world has changed quite a bit since then. In addition, the HSR service offer considered as part of this study is also different to in 2009, meaning people's responses are also likely to be different.

Market reports

Assessment of the future growth in HSR patronage needs to consider the different drivers of demand for each of the potential ridership markets. While many intercity flows are predominantly driven by 'typical' macroeconomic effects such as population and employment, the market to/from Las Vegas is primarily affected by the success of Las Vegas in promoting itself as an attractive leisure and conventions destination.

In order to understand the latest expectations of growth in the Las Vegas market and its evolving market profile, we will commission report(s) by Applied Analysis and/or Union Gaming – both respected consultants with particular insights into the Las Vegas economy. These will be adjusted to take into account the expected relative performance of the market from Southern California.

3.4.4 Base travel demand

In order to have a robust basis on which to develop forecasts, we want to find out as much as possible about existing conditions – where people are traveling to/from, who is traveling and what modes they choose to travel by.

Attachment: Attachment A - HDC Investment Grade Rail Ridership and Revenue Study Scope of Work (2279 : Allocation to High Desert Corridor

A zoning system will be developed based on aggregation or disaggregation of zone systems currently being used within existing models in the corridor. Base demand matrices will then be developed utilizing a number of sources to most accurately reflect and validate the scale and distribution of trips made today.

Data to be used as part of the development of base matrices is outlined below:

Steer Davies Gleave to obtain

- Airsage origin-destination trip tables;
- Bluetooth data sourced at key highway locations;
- Air passenger movements from the Bureau of Transportation Statistics Airline Origin and Destination Survey (DB1B) and Air Carrier Statistics database (T-100);
- McCarran airport passenger statistics;
- Official Airline Guide (OAG) data;
- Las Vegas Convention and Visitor Authority (LVCVA) Statistics and Visitor Surveys – numbers of visitors and profiles by origin;
- Bus demand from supply side information (from the published bus schedule with appropriate assumptions for bus capacities and load factors);
- California Department of Transportation (CALTRANS) traffic counts;
- Nevada Department of Transportation (NDOT) traffic counts; and
- California County population estimates produced by DoF California.

Input required

- Zoning system and base trip matrices from the SCAG model;
- Zoning system and base trip matrices from CALTRAN's California State-wide Travel Demand Model (CASTDM);
- Zoning system and base trip matrices from the California High Speed Rail model; and
- Zoning system and base trip matrices from the XpressWest model (Steer Davies Gleave has these matrices, however permission to use these needs to be confirmed by DesertXpress Enterprises LLC).

3.4.5 Defining the service

Appreciation of the costs (monetary, time-based and perceived) associated with each alternative travel mode is key to developing an understanding of the relative benefits offered by the HSR service.

Alongside typical elements such as journey time, fare and frequency, access to the HSR system and the reliability of the service compared with other modes will be particularly key. This is especially the case for trips to/from Los Angeles where congestion is particularly prevalent.

Data to be used as part of defining the service is outlined below:

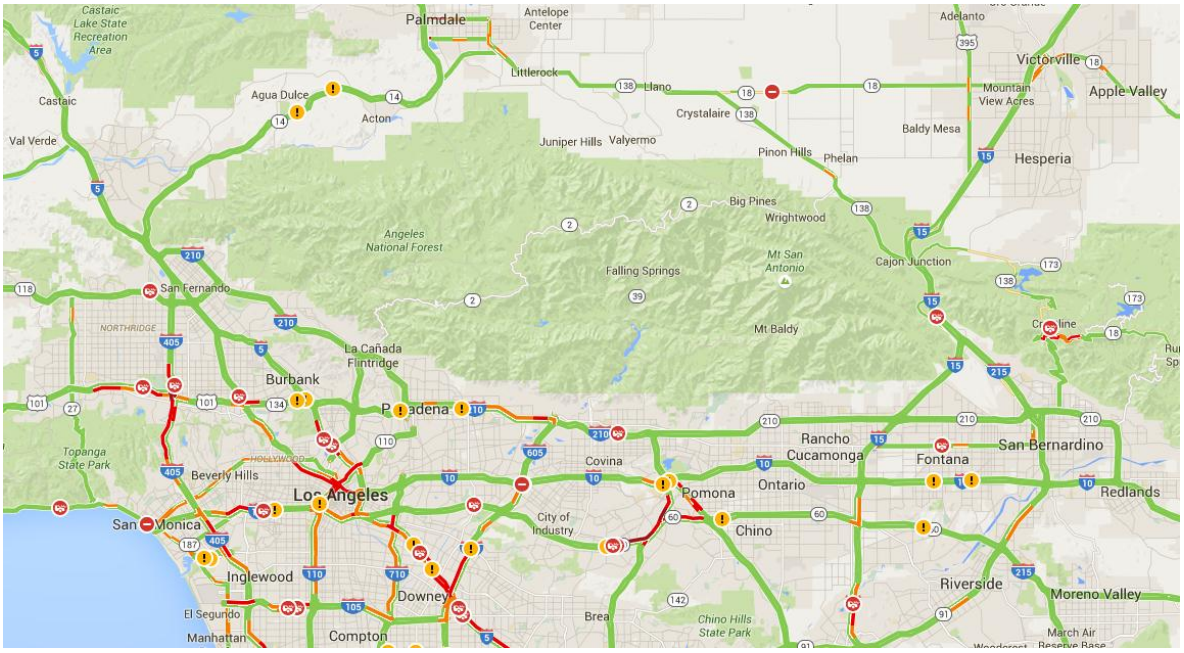
Steer Davies Gleave to obtain

- California/Nevada fuel prices and fuel efficiency values as published by the U.S. Energy Information Administration (EIA);
- Forecast changes in oil prices and fuel efficiency values as published by the EIA, both short and long term;
- Other driving costs from consumer websites – AAA, Kelly Blue Book;

Attachment: Attachment A - HDC Investment Grade Rail Ridership and Revenue Study Scope of Work (2279 : Allocation to High Desert Corridor

- Las Vegas Convention and Visitor Authority (LVCVA) Statistics and Visitor Surveys –visitors profiles by origin;
- Bureau of Transportation Statistics Airline Origin and Destination Survey (DB1B) and Air Carrier Statistics database (T-100) including offered seats, service levels and fares; and
- Highway journey times from Google, validated against drive times calculated in ArcGIS Online and potentially data from INRIX.

The highway journey times, and in particular the variation in journey times given traffic congestion, is a particularly key input. Data from Google can be used to collect average vehicles speeds on a network in real time. We would therefore intend to obtain data on journey times over a period of at least one month through an automated data extraction process. Data is available for all major roads in the study area:



Source: Google Maps

In order to ensure the robustness of the data, and in particular to mitigate against the risk of significant seasonal variation or short-term highway works impacting results, we would validate the data against drive times within ArcGIS Online. We would also investigate the possibility of using INRIX data for specific counties around Los Angeles in order to provide historic data over an entire year.

Alongside this, data will be collected on actual delays, and perception of delays, as part of our primary research activities.

Input required

- Service assumptions for the HDC/WX high-speed rail service (split as necessary by time of day and day of week), including:
  - Journey times;
  - Station dwell times;

- Frequency;
- Fares;
- Parking costs (if appropriate);
- Train capacities; and
- Other available services (such as hire cars and taxis).

- Service assumptions (both current and future scenario years) for key connecting transportation modes, including:
  - Metrolink;
  - Amtrak;
  - Bus/coach feeder services; and
  - Proposed HSR services (CaHSR).
- Future competition assumptions, including:
  - Highway improvements;
  - Road congestion (on the Interstates and in the Metro areas);
  - Airport expansions; and
  - Airline frequency/fare changes.

We note that for some elements (such as fare levels) definitive base case assumptions may not exist and the work we undertake will be used to help define these. Further in many cases Steer Davies Gleave can propose assumptions to be agreed by HDC JPA. This will be confirmed for each element with HDC JPA at project inception.

All costs will be estimated both given conditions prevalent today, and given how it is anticipated costs might change in future years.

3.4.6 Future demand growth

Growth of the market needs to consider the different drivers for each of the markets, including the impacts of 'typical' demand drivers such as population, along with the success of key attractors, such as Las Vegas. We have successfully used this composite approach as part of our XpressWest forecasting study.

Data to be used as part of forecasting future demand growth is outlined below:

Steer Davies Gleave to obtain

- Population forecasts as county level, split by age and ethnicity, as produced by California Department of Finance;
- GDP forecasts as produced by forecasting houses (e.g. Woods &Poole);
- Air traffic forecasts from FAA's Terminal Area Forecast;
- Las Vegas market reports by Applied Analysis and/or Union Gaming;
- Wider market reports produced by gaming companies such as MGM Resorts and Caesars Entertainment, and by other analysts and rating agencies as appropriate;
- Data from the Nevada State Gaming Commission, State Gaming Control Board and UNLV Center for Gaming Research; and
- Current list of Las Vegas Strip capital improvement and development projects.

Input required

- Population and GDP forecasts as produced by COG's such as SCAG, SANDAG and SANBAG; and

- Growth forecasts, and underlying basis for these, from the SCAG model;
- Growth forecasts, and underlying basis for these, from CALTRAN's CASTDM;
- Growth forecasts, and underlying basis for these, from the California High Speed Rail model; and
- Growth forecasts, and underlying basis for these, from the XpressWest model (Steer Davies Gleave has these matrices, however permission to use these needs to be confirmed by DesertXpress Enterprises LLC).

Based on our previous experience, forecasts underlying each of the individual models outlined above will provide a potentially wide range of growth expectations. This range of potential forecasts will provide a basis for sensitivity testing around the central case forecasts we develop.

3.4.7 Forecasting ridership & revenue

Our proposed approach utilizes a spreadsheet-based model of travel and revenue, which will be able to forecast patronage levels under a range of scenarios and for different market segments, which are likely to respond differently to the service offer.

In doing so the forecasts will be able to distinguish how the demand on HSR is estimated to be composed. In particular this will provide estimates of the volumes of passengers using HSR who are currently traveling to Las Vegas via auto or air. This will enable for example estimates of the volume of car trips diverted from roads across Southern California onto HSR to be produced.

It will also include a number of other elements, such as the impacts of fare sensitivity, growth, wider policy interventions, alternative fare tariffs and the effects of competition to properly take into account the impacts of a HSR service.

We have used a similar approach elsewhere, in particular to develop ridership and revenue forecasts for XpressWest. A spreadsheet based approach provides flexibility and the ability to review alternatives and options, and enables the results to be presented transparently.

The model will provide underlying detail behind the forecasts such as boarding/alighting by stop, temporal profiles, line loadings, levels of crowding and revenue by market segment. We will ensure that the model outputs will be consistent with any Financial Model input templates developed.

3.4.8 Review of forecasts

All outputs will be thoroughly interrogated and critiqued for internal consistency and their practical implications both internally and externally to the core team. There will be three levels of review employed throughout the project:

- **Ongoing review within the core team**: Each of the Project Director and Project Manager shall undertake reviews of all analysis and outputs produced;
- **Regular review by Technical Director**: Prior to completion of each core task, Charles Russell shall review the work undertaken. This will include a review of all deliverables prior to any outputs being provided to HDC JPA; and
- **External peer review**: At key project stages, including in particular development of draft and final forecasts, the work will be subject to an arms-length review undertaken by Masroor Hasan. He will critique all assumptions and outputs to ensure the robustness of the work.

Attachment: Attachment A - HDC Investment Grade Rail Ridership and Revenue Study Scope of Work (2279 : Allocation to High Desert Corridor

3.4.9 Reporting

Our workplan has been developed to allow for provision of both a draft and a final report. Formal intermediate updates in the form of short progress notes will also be provided on a monthly basis, to be shared both with HDC JPA and other funding partners (Metro/SANBAG).

The draft report would be provided 5 months after project commencement. The draft report will provide HDC JPA with as complete a picture as possible of how the final report would look.

While we would seek to provide as much detail as possible at this stage to HDC JPA, priority however will be given to the delivery of draft forecasts. Accordingly it may be necessary to include placeholders for certain sections to ensure delivery of the draft forecasts themselves is not delayed.

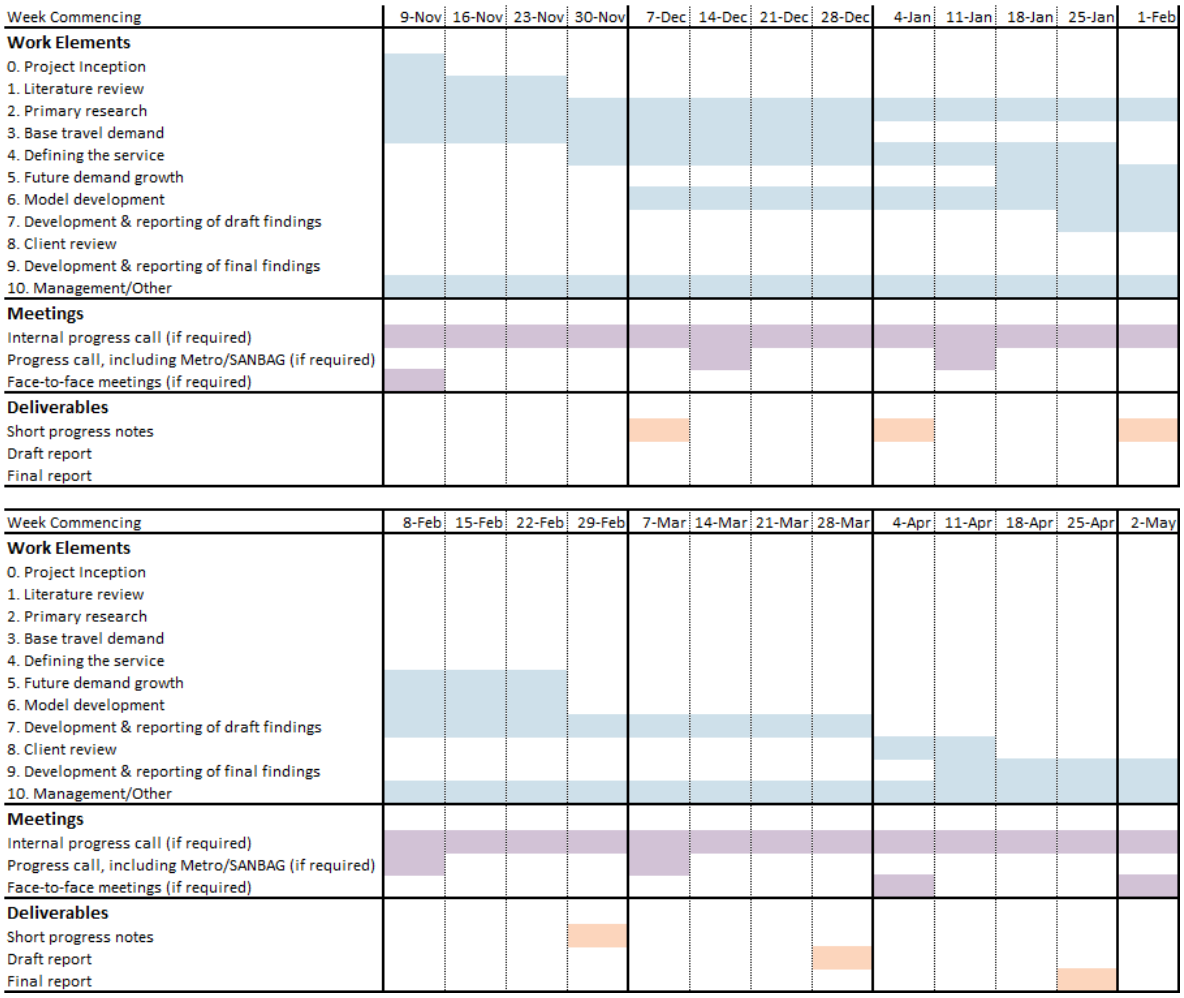
The final report would be provided 6 months after project commencement. The final report will incorporate comments from the draft report and provide more extensive sensitivity analysis. We will ensure the robustness of our forecasts by exploring the impact on ridership and revenue from changes in the underlying assumptions. All key assumptions will be subject to scrutiny, including exogenous factors, market growth, fares and other operational parameters.

Attachment: Attachment A - HDC Investment Grade Rail Ridership and Revenue Study Scope of Work (2279 : Allocation to High Desert Corridor

3.6 Draft workplan

The following figure outlines the draft workplan for this study. In accordance with guidance provided by HDC JPA, the draft workplan envisages delivery of the final forecasts and report within 6 months of project commencement.

Figure 3.2: Draft workplan



Within this draft workplan we have assumed that work would commence the second week of November. Depending on the time required to obtain funding and notice to proceed, this may require amendment.

To ensure there is no potential delay to the workplan, we would seek to receive all requested data from HDC JPA/third parties within 10 working days of the request being made.

Finally given the timing of this study, primary research activities are anticipated to be required over December/January. We will examine the seasonal profile of demand in Las Vegas and on the I-15 in an effort to ensure that particularly atypical periods are avoided so as to minimize potential bias in the results.

Attachment: Attachment A - HDC Investment Grade Rail Ridership and Revenue Study Scope of Work (2279 : Allocation to High Desert Corridor

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

Minute Action

AGENDA ITEM: 26

Date: November 4, 2015

Subject:
I-10 Corridor Project - Reconfirm Locally Preferred Alternative

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

Reconfirm Express Lanes as the Locally Preferred Alternative for the I-10 Corridor Project.

Background:
The Interstate 10 (I-10) corridor represents a critical route for commuter, recreational and goods movement traffic across the greater Los Angeles region, and is one of the most heavily utilized corridors within San Bernardino County. The corridor experiences regular congestion along certain segments and this congestion is expected to worsen as the County continues to grow. The County is projected to grow from the current 2.1 million residents to over 3.4 million residents by 2060. The I-10 Corridor Project is studying a single-lane High Occupancy Vehicle (HOV) alternative and a dual-lane Express Lanes alternative to address the growing traffic demand along this corridor. The Express Lanes alternative was introduced after studies found that the $650 million HOV alternative is projected to be congested within 10 years of opening. Express Lanes provide a means to manage traffic, optimizing the benefit of the investment, and provide an additional revenue source to construct the improvements to serve this County. Ultimately, the decision regarding which alternative to construct will affect San Bernardino County residents and economic viability for decades to come.

The studies on the I-10 Corridor have been intensive with information being brought forward at more than ten Board meetings, including two workshops on the subject, over the last four years. In addition, two summary binders were provided to the Board in October 2013 and June 2015. Items brought forward included the findings of an Equity Study that found that low-income drivers would benefit from Express Lanes; Public Finance versus Public Private Partnership with the Board providing direction to proceed with Public Finance; engineering and cost estimates that found the project viable; financial findings that found the project viable; updates on the extensive public outreach; and summary of the estimated costs prior to the commencement of construction.

Taking into consideration all the information provided, including weighing the pros and cons for the alternatives under consideration, the SANBAG Board of Directors (Board) selected the Express Lanes option as the Locally Preferred Alternative (LPA) for the I-10 Corridor in July 2014, subject to completion of the environmental studies. Key benefits of Express Lanes include the following:

Traffic Management – Through dynamic pricing, which adjusts toll rates up or down in response to traffic demand, the Express Lanes are able to maintain optimal traffic flow

even during peak-hour traffic periods. A free-flowing freeway lane can carry upwards of 1,800 to 2,000 vehicles per hour per lane, whereas a congested lane typically carries 1,000 to 1,200 vehicles or less. In other words, two Express Lanes can carry as many vehicles as four congested General Purpose lanes during periods of peak congestion.

Benefit to General Purpose Lanes – By providing a significant increase in corridor capacity and then managing the additional capacity to its fullest potential, Express Lanes will also provide a significant benefit to motorists who remain in the General Purpose lanes. The combination of additional lane miles and traffic management greatly increases the overall corridor capacity, which is expected to reduce the General Purpose lane travel time upwards of 50% during peak hours when compared to a No-Build Alternative. All corridor users will benefit from Express Lanes, whether they choose to use the Express Lanes or not.

Choice – Express Lanes provide a new travel choice for residents of San Bernardino County. They also provide an incentive for HOV as HOV 3+ will use the Express Lanes facility for free or at a discounted rate. Other corridor travelers will have the choice to pay a toll in exchange for the reliable trip time provided by the Express Lanes. The ability to travel in a predictable amount of time is a significant quality of life improvement when compared to traveling a congested corridor.

Equity – An Equity Study Report developed for the I-10 and I-15 Corridors found that Express Lanes are a more-equitable method of funding major freeway projects, as only the users choosing to use the Express Lanes facility pay a fee, as opposed to a broader Local, State or Federal tax where both users and non-users pay. The study also found that low income users would also benefit significantly from the project, both in terms of faster travel times in the general purpose lanes and providing a new travel option available to all income levels. Put another way, drivers using the free lanes would be better off if the express lanes were implemented than if they were not.

Funding – The toll revenue generated by the Express Lanes supplements traditional funding, enabling SANBAG to construct the needed additional two lanes in each direction.

As noted above, the July 2014 selection of Express Lanes as the LPA for the I-10 Corridor was subject to completion of the environmental studies. The environmental technical documents have been completed and a draft environmental document prepared. A summary of the environmental documents is included in Attachment A, titled I-10 Environmental Impact Report (EIR)/Environmental Impact Study (EIS) Summary, with key findings noted below.

The environmental studies have determined that all impacts, with the exception of air quality, can be mitigated to below a level of significance. The South Coast Basin is in an area of non-attainment for air quality. Air quality impacts exist in the current condition and therefore exist for both build alternatives, which will require a Finding of Overriding Significance. The preliminary engineering has determined that the HOV Alternative would require no resident or business displacement, while the Express Lanes Alternative would require displacement of approximately 42 residential units and 11 non-residential properties. Noise studies have identified the need to construct approximately 24,000 linear feet of new soundwall for the HOV Alternative and approximately 31,000 linear feet of new soundwall for the Express Lanes Alternative. The Express Lanes Alternative would also replace approximately 23,000 linear feet

of existing soundwall, for a total of approximately 54,000 linear feet of soundwall construction under the Express Lanes Alternative.

As you are aware, an extensive public outreach effort has been conducted in an attempt to inform as many members of the public as possible regarding the proposed improvements. The public outreach effort included over 80 community briefings, utilizing social media and websites, and regular meetings with three Community Advisory Groups (CAG) representing the West Valley, East Valley and High Desert communities. The main purpose of the CAGs was to receive detailed information of the project and to disseminate and receive input from their communities. While the CAGs were not charged with providing a recommendation to the Board, they have provided input on what they think the Board should consider in making their decision on the selected alternative. Their input can be found in the CAG Summary Report which is included under a separate cover.

With the completion of the environmental studies, staff is recommending that the Board confirm Express Lanes as the Locally Preferred Alternative for the I-10 Corridor. Confirming the Locally Preferred Alternative will also accomplish the following:

1. Support the accelerated Transportation Infrastructure Finance and Innovation Act (TIFIA) process approved at the 7/1/15 Board Meeting. Board support will be a critical element in meeting many of the aggressive milestones contained within the accelerated TIFIA schedule. The accelerated schedule will allow the TIFIA funds to be committed before a change in the federal administration.
2. Provide the public with a clear understanding of which alternative the sponsoring agency has determined best meets the purpose and need of the project, allowing the public to focus their review on the information that led the agency to this decision. Recent MAP-21 guidelines highly recommend the Locally Preferred Alternative be identified in the Draft Environmental Document prior to circulation.

The next steps of the environmental process include circulating the environmental documents for the public's review and comments, responding to the comments, and approval of the Final Environmental Document by Caltrans.

Financial Impact:
This item has no impact on the adopted SANBAG Fiscal Year 2015/2016 Budget.

Reviewed By:
This item was reviewed and recommended for approval (4-2-0; Opposed: Gonzales and Rigsby) by the I-10 and I-15 Joint Sub-Committee on October 15, 2015.

Responsible Staff:
Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

Attachment A

I-10 Corridor Environmental Impact Report (EIR)/Environmental Impact Study (EIS) Summary

October 14, 2015

The Draft Environmental Impact Report (EIR)/Environmental Impact Study (EIS) for the I-10 Corridor is anticipated to be released to the public for review in December of this year. The Draft EIR/EIS complies with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), disclosing to the public why the project is being proposed, what alternatives have been considered for the project, how the existing environment could be affected by the project, the potential impacts of each of the alternatives, and the proposed avoidance, minimization, and/or mitigation measures. The Draft EIR/EIS analyzes three alternatives: Alternative 1 – the No Build Alternative, Alternative 2 – the High Occupancy Vehicle Lane Alternative and Alternative 3 – the Express Lanes Alternative. The SANBAG Board of Directors identified Alternative 3 as the Locally Preferred Alternative at its July 2, 2014 meeting.

A series of technical studies have been prepared for the project pursuant to Caltrans requirements. The Caltrans 5-Step Review Process for preparation of an EIR/EIS requires review between the local District office and Caltrans Headquarters (HQ) in Sacramento, including a thorough legal review by HQ as shown below. As of this date, the document has gone through the Step 1 and Step 2 reviews. We are scheduled to submit the Step 3 document to Caltrans this month, with the Step 4 document submittal anticipated October 30.

Step 1: District Quality Control Review

Step 2: HQ Division of Environmental Analysis and Legal Reviews

Step 3: District/Region Final Revision and Review Process Summary

Step 4: HQ Pre-Approval Review

Step 5: District Approval of the Draft Document for Public Circulation

As mentioned previously, the public review of the Draft EIR/EIS will be initiated later this year. The current schedule identifies circulation between December 2015 and February 2016. CEQA and NEPA regulations require a 45-day circulation period, but because we will be circulating over the holidays we felt it prudent to extend the comment period to 60 days to accommodate the public. Public comments will be reviewed and the document will be revised as appropriate. We will also be hosting public community open houses in January 2016 where we will make our technical specialists available to answer questions and discuss the project with the community.

The Draft EIR/EIS identifies approximately 122 (Alternative 2) – 142 (Alternative 3) avoidance, minimization, and/or mitigation measures. The following is a summary of the document.

Attachment: I-10 EIR-EIS summary-FINAL (2323 : Confirmation of I-10 Locally Preferred Alternative)

Chapter 1 - Proposed Project

Chapter 1 of the Draft EIR/EIS identifies the project location and setting, discusses the programming status (Regional Transportation Plan and Federal Transportation Improvement Program) and planning background, identifies the purpose and need of the project, summarizes the existing traffic capacity and levels of service, legislation and project funding, modal interrelationships and system linkages (i.e. Freight and Logistics Movement, LA/Ontario International Airport, Metrolink, Omnitrans, and Vanpool and Carpool Programs), air quality improvements, and discusses independent utility and logical termini.

Chapter 2 - Project Alternatives

The Draft EIR/EIS dedicates an entire chapter describing the project alternatives, including the differences between the no-build and two build alternatives (HOV and Express Lanes). Chapter 2 describes the connector ramp and interchange improvements, local street improvements, bridge/structure improvements, railroad involvement, drainage improvements, proposed CHP enforcement areas, mainline improvements, ingress/egress access points, common design features of the build alternatives, and unique features of the build alternatives. It also includes tolling infrastructure and preliminary express lane operation policies for Alternative 3. In addition, it describes the Transportation System Management and Transportation Demand Management Alternatives (techniques to improve traffic flow, promote safety, increase transit and ride share participation in the corridor) and construction staging. Chapter 2 also includes a discussion on the identification of the Locally Preferred Alternative (LPA) by the SANBAG Board of Directors, which occurred July 2, 2014. The Board chose the Express Lanes Alternative as the LPA recognizing some of the following benefits:

- Express Lanes are managed through pricing to maintain optimal traffic flow conditions. A lane operating at optimum speed carries 1,800 to 2,000 vehicles per hour, but once the lane becomes congested the throughput drops to only 800 to 1,000 cars per hour. The Express Lanes can be managed to flow at optimum speed even during peak traffic by raising and lowering toll pricing, thereby maximizing the overall corridor traffic throughput.
- The tolls generated by the Express Lanes supplements traditional funding to help fund the needed improvements.
- The Express Lanes provide a new mobility option, providing users a reliable choice for a faster trip in perpetuity.

Chapter 2 also discusses alternatives considered but eliminated from further discussion because they did not meet the purpose and need of the project; and summarizes the various permits and approvals needed by other Federal, State, County and local jurisdictions.

Attachment: I-10 EIR-EIS summary-FINAL (2323 : Confirmation of I-10 Locally Preferred Alternative)

Chapter 3 – Affected Environment, Environmental Consequences, and Avoidance, Minimization and /or Mitigation Measures

Analysis of each environmental factor in the Draft EIR/EIS includes a discussion of the affected environment; environmental consequences including construction impacts, permanent impacts, and, in some cases, indirect impacts; and avoidance, minimization, and/or mitigation measures for each project alternative, including the no build alternative and two build alternatives. This analysis is based on a study area that ranges from 50 feet to 0.5 mile from the project footprint, depending on the topic. Pursuant to Caltrans requirements, 18 technical studies have been completed for the Draft EIR/EIS. A brief summary of each section of Chapter 3 follows.

HUMAN ENVIRONMENT

Land Use

This section is based on the Community Impact Assessment (July 2015) (CIA) and discusses impacts to land use as a result of implementation of the proposed project including existing and future land use; consistency with state, regional and local plans and programs; and parks and recreation facilities. It identifies environmental consequences related to full and partial acquisitions by alternative, as well as temporary construction impacts. It discusses project consistency with the various land use plans for the region, ranging from the Southern California Associated Governments Regional Transportation Plan to the County of San Bernardino General Plan, to City General Plans. Based on this analysis, the Land Use section requires that Caltrans implement a Transportation Management Plan (TMP) during construction to minimize project-related construction disruptions and include construction related traffic strategies in coordination with local jurisdictions.

The project will affect facilities that are protected by the Park Preservation Act which prohibits local and state agencies from acquiring any property that is in use as a public park unless the acquiring agency pays sufficient compensation or land, or both, to replace the park land and any park facilities impacted.

A total of 39 public parks and recreation areas and 4 trails are located within 0.5 mile of the existing I-10 corridor. Alternative 3 would impact 0.14 acres of MacArthur Park in the City of Montclair, which will require compensation as described above.

A total of seven minimization, avoidance and/or mitigation measures are proposed as a result of land use impacts, including replanting temporarily disturbed landscaping, maintaining circulation for recreational users, implementing detours, closing the Santa Ana River trail at night for work due to high daytime use, and compensating Montclair for park acquisition (0.14 acre).

Attachment: I-10 EIR-EIS summary-FINAL (2323 : Confirmation of I-10 Locally Preferred Alternative)

Growth

Analysis of the potential growth-inducing impacts of the proposed project is based on the CIA which provides demographic information from the 2010 United States Census data, the Southern California Association of Governments (SCAG) 2012–2035 Regional Transportation Plan (RTP), and growth forecasts for the cities of Pomona, Claremont, Montclair, Upland, Ontario, Fontana, Rialto, Colton, San Bernardino, Loma Linda, Redlands, and Yucaipa, as well as San Bernardino and Los Angeles counties.

In terms of foreseeable impacts to resources of concern, the build alternatives would not affect resources of concern (e.g., utilities, population, and housing) because land use within the study area includes plans for future growth. Service providers also regularly evaluate growth trends and provide required infrastructure upgrades as needed. The build alternatives would facilitate the improved mobility and capacity for future conditions and would not result in project-related growth or influence growth.

The build alternatives are intended to reduce congestion and improve travel times within the corridor. The build alternatives would not accommodate additional traffic beyond what is currently projected. Therefore, no avoidance, minimization, and/or mitigation measures are required for growth.

Farmlands

The CIA includes information related to impacts to various types of farmlands as required by the State and Federal government for all construction projects.

The No-build and Alternative 2 (HOV) would have no impacts on any type of farmland, while Alternative 3 (Express Lanes) would require 11,033 square feet (.253 acre) of acquisition of farmland, 2,801 square feet (.047 acre) of permanent footing easements and 36,925 square feet (.847 acre) of temporary construction easements.

Avoidance, minimization and/or mitigation measures include fencing the limits of construction for all temporarily and permanently impacted farmlands to avoid additional impacts, preserving all citrus trees, and recontouring and restoring any temporarily impacted farmlands to pre-project conditions.

Community Impacts

This section discusses impacts to the community as a result of implementation of the proposed project. The analysis is based on the results of the CIA prepared for this project.

Attachment: I-10 EIR-EIS summary-FINAL (2323 : Confirmation of I-10 Locally Preferred Alternative)

Community character is all of the attributes, including social and economic characteristics, and assets that make a community unique and that establish a sense of place for its residents. Community cohesion is the degree to which residents have a "sense of belonging" to their neighborhood, a level of commitment to the community, or a strong attachment to neighbors, groups, and institutions, usually because of continued association over time. This section of the Draft EIR/EIS discusses community cohesion and identifies the temporary and permanent property acquisitions needed for the project which are analyzed to determine if there are affects to community character or cohesion or if any socioeconomic groups are disproportionally affected by the project or, based on the CIA analysis, the project would not divide an existing community or create a barrier between communities.

In addition to the standard environmental justice analysis that is performed for Caltrans projects, an Equity Assessment was prepared for I-10 and Interstate 15 (I-15) in San Bernardino County to address concerns that Express Lanes, also known as high-occupancy toll (HOT) lanes, could create an access barrier and be unfair to individuals with lower incomes.

Overall, the assessment found that the Express Lanes Alternative is projected to have several benefits for all users including low-income drivers. Notably, the travel modeling indicated that travel times in the general purpose (GP) lanes would improve on both I-10 and I-15 if Express Lanes are implemented compared with other project alternatives. The Express Lanes provide a new travel option for low-income (and other) drivers, which they do not enjoy today. Analysis of potential toll pricing indicated that there could be times when a low-income driver would find the Express Lanes time savings attractive. However, low-income drivers might find toll account requirements burdensome, particularly account maintenance fees.

Equity concerns also relate to who pays for the facility compared with who benefits and how toll revenues would be used. It has been found that tolls, which are paid by users for the direct benefit of an uncongested trip, are even more equitable than sales taxes, which have found broad support in San Bernardino County. The I-10 and I-15 projects would be funded by a combination of toll revenues, sales tax revenues, and gas tax revenues. Eventually, toll revenues could become the primary source of project funding, meaning that the project funding would become more equitable over time.

Temporary construction activity may affect local streets and access to communities and businesses within the study area. Implementation of a Traffic Management Plan will be required to minimize impacts. Coordination will be conducted with affected property owners to avoid and minimize parking impacts. In addition, businesses that are subject to relocation would receive compensation at fair market value. The CIA analyzes all temporary and permanent acquisitions needed for the build alternatives. State and Federal laws mandate compensation requirements for temporary and permanent business and residential acquisitions.

Attachment: I-10 EIR-EIS summary-FINAL (2323 : Confirmation of I-10 Locally Preferred Alternative)

Coordination with transit providers will occur to comply with applicable procedures for temporary bus stop relocations or other disruptions to transit services during construction.

All pedestrian facilities will be designed to meet or exceed requirements of the Americans with Disabilities Act (ADA) and current safety standards and access to pedestrian and bicycle facilities shall be maintained to the extent practicable during the construction period.

Avoidance, minimization, and/or mitigation measures also include the consideration of a policy to waive account maintenance fees for low-income households and consideration of policies that allow the use of cash to open and replenish toll accounts and implement video licensing or other technology that eliminates the need for a transponder deposit for low income households.

Utilities/Emergency Services

The CIA analyzes utilities and emergency services. This section of the Draft EIR/EIS summarizes the major utilities found within the project area. There are approximately 655 utilities within the project study area, including overhead and underground electrical, natural gas, oil and gasoline pipelines, liquid oxygen line, hydrogen gas line, nitrogen gas line, telephone and communication, cable television, water, and sewer. Up to 131 of the 665 utilities within the project area have the potential to be relocated by the proposed improvements. In order to avoid, minimize and/or mitigate impacts, utility relocation plans and coordination with utility providers will be required.

This section also analyzes law enforcement services, fire protection and emergency services, and identifies emergency medical facilities in the project study area. While no permanent impacts will occur, during construction of Alternatives 2 and 3, the ability of emergency service providers to meet response times could be impaired as a result of temporary traffic delays, road, lane, and/or ramp closures, or detours. Project construction activities along the project area could potentially delay or affect the response time for CHP and emergency services providers.

Coordination with the applicable fire departments will be required to maintain defensible spaces around construction zones, and maintain firefighting equipment on-site. Contractors must also post emergency services phone numbers at the job site. The Traffic Management Plan for the project will require communication with emergency service providers on detours and lane closures to minimize or eliminate any impacts to response times.

Traffic and Transportation / Pedestrian and Bicycle Facilities

This section addresses the potential effects to traffic and circulation associated with construction of the proposed project and compares the relative benefits of each alternative. The traffic circulation analysis is based on the results of the project Traffic Study (August 2014).

Attachment: I-10 EIR-EIS summary-FINAL (2323 : Confirmation of I-10 Locally Preferred Alternative)

The Traffic Study evaluates the existing and future traffic flow conditions within the study area and summarizes the peak hour level of service traffic volumes for the no-build and build alternatives.

There are 33 local interchanges within the limits of the I-10 Corridor Project (I-10 CP); however, the project does not require local interchange improvements to meet the project purpose and need. Working with Caltrans, an intersection criterion was established to determine which local interchanges required analysis. The interchanges are:

- Monte Vista Avenue interchange
- Mountain Avenue interchange
- Euclid Avenue interchange
- Vineyard Avenue interchange
- Etiwanda Avenue interchange
- Pepper Avenue interchange
- La Cadena Drive/9th Street interchange
- Tennessee Street interchange
- Ford Street interchange
- Wabash Avenue interchange

Additionally, traffic operations at the I-10/I-15, I-10/I-215, and I-10/SR-210 system interchanges were also evaluated. Additional details from the traffic study incorporated into this section including volume to capacity ratios, speed summaries, corridor travel times, vehicle hours of delay, etc. The Traffic Study looks at the various alternatives in the a.m. and p.m. peak periods.

This section also analyzes pedestrian and bicycle facilities, as well as construction related impacts such as corridor lanes, arterial and ramp closures.

Avoidance, minimization, and/or mitigation measures include the requirement for a Traffic Management Plan. Potential construction-related traffic and circulation/pedestrian and bicycle impacts would be minimized through implementation of a comprehensive Traffic Management Plan. The Traffic Management Plan is designed to minimize traffic delays that may result from lane restrictions or closures during construction operations and move motorists, pedestrians, and bicyclists through work zones quickly and safely through a robust public information process, thoughtful construction strategies and contingency plans.

Visual/Aesthetics

This section describes the aesthetic and visual resource conditions within the project limits and also discusses potential aesthetic impacts that could result from implementation of the proposed project build alternatives. The Visual Impact Analyses (March 2015) was prepared pursuant to Caltrans standards, which require the analyses of three visual quality traits

Attachment: I-10 EIR-EIS summary-FINAL (2323 : Confirmation of I-10 Locally Preferred Alternative)

(i.e., vividness, intactness, and unity) and four visual character traits (i.e., scale, diversity, continuity, and dominance) for the existing and proposed views. In addition, visual simulations were prepared for various view corridors.

Construction of the build alternatives would result in changes to the visual quality and/or character associated with vegetation removal, construction activities, and the introduction of new and modified permanent structures. For the build alternatives, removal of the eucalyptus trees and other vegetation within the interchange areas would likely have the greatest impact on the visual quality; however, this effect would be temporary until trees grow back to existing conditions. Other elements, such as replacement structures, new retaining walls, and soundwalls, would be a permanent change to existing viewsheds.

This section identifies 27 avoidance, minimization and/or mitigation measures including following the guidelines from the Caltrans I-10 Corridor Master Plan, preserving as much vegetation as possible and revegetating disturbed areas, maximizing vegetation in drainage and water quality elements and making them look natural, identifying aesthetic treatments for retaining walls, soundwalls, bridges, and concrete median barriers, including vine plantings on soundwalls, and designing ornamental fencing as shown in the Corridor Master Plan for all overcrossings, pedestrian bridges, or other elements associated with pedestrian traffic.

Cultural Resources

Cultural resources are a key consideration in any project. The main historic resource in the Corridor area that will be impacted is Euclid Avenue in the Cities of Ontario and Upland. Euclid Avenue is a local and state designated cultural resource and the design of the corridor in this area has required extensive coordination with both cities as well as approval of the design by Caltrans and the California State Historic Preservation Office.

A Historic Property Survey Report (HPSR) (April 2015), a Historical Resources Evaluation Report (HRER) (April 2015), an Archaeological Survey Report (ASR) (April 2015), and a Finding of No Adverse Effect with Non-Standard Conditions (FNAE) (May 2015) were prepared for this project.

Native American consultation, coordination with local historical societies/historical preservation groups, and field surveys for archeological and historical resources were conducted.

Five historic properties exist within the project study area, including Euclid Avenue in the cities of Ontario and Upland, the Curtis Homestead in Loma Linda, the Mill Creek Zanja, a residence at 1055 E. Highland Avenue, Redlands, and the Peppers/El Carmelo property in Redlands.

In the Finding of No Adverse Effect Report prepared for the project, Caltrans determined that Alternatives 1, 2, and 3 will result in a finding of No Adverse Effect on the Mill Creek Zanja, the

Attachment: I-10 EIR-EIS summary-FINAL (2323 : Confirmation of I-10 Locally Preferred Alternative)

Peppers/El Carmelo property, 1055 E. Highland Avenue, and the Curtis Homestead; Alternatives 1 and 2 would have No Adverse Effect on Euclid Avenue/SR-83; and Alternative 3 would have No Adverse Effect with Conditions on Euclid Avenue/SR-83. The conditions were identified in consultation with the cities of Ontario and Upland and Caltrans.

There are eight avoidance, minimization and/or mitigation measures that have been identified for cultural resources including cultural monitoring, stipulations to divert construction if artifacts are uncovered, standard notification requirements if human remains are discovered, specifics related to the Euclid Avenue design, including Caltrans oversight, and the protection of the Curtis Homestead in place.

PHYSICAL ENVIRONMENT

Hydrology and Floodplains

This section is based on the Location Hydraulic Study (December 2014) and the Floodplain Evaluation Report (December 2014). The proposed project has been designed to minimize impacts, where possible, by taking reduced amounts of right-of-way and limiting the grading footprint to minimize impacts to existing structures, designing transitions between culvert outlets, headwalls, wingwalls, and channels to reduce turbulence and scour and using appropriate, energy dissipation devices as necessary.

Avoidance, minimization and/or mitigation measures include providing positive drainage during construction, implementing recommended BMPs as identified in the Storm Water Data Report (SWDR), including erosion control and water quality protection, developing a contingency plan for unforeseen discovery of underground contaminants, limiting construction activities between October and May to those actions that can withstand high flows and providing adequate conveyance capacity at bridge crossings to ensure no net increase in velocity.

Water Quality and Storm Water Runoff

This section describes the water quality control measures (i.e., Best Management Practices [BMPs]) that would minimize potential impacts of the project pursuant to the Water Quality Assessment Report (May 2015). This section includes a range of topics related to water resources, including receiving water bodies, surface water resources, urban and agricultural water supply, and the conveyance of floodwaters. Groundwater is also discussed.

The avoidance, minimization and/or mitigation measures include the need to comply with State storm water documentation and reporting requirements to implement storm water BMPS, managing the discharge of construction water, obtaining regulatory permits for the discharge of dredged or fill material in waters of the U.S. and State, and implementing post construction permanent treatment BMPs and erosion control measures.

Attachment: I-10 EIR-EIS summary-FINAL (2323 : Confirmation of I-10 Locally Preferred Alternative)

Geology/Soils/Seismic/Topography

This section of the environmental document references findings from the Caltrans Preliminary Geotechnical Report (January 2015) and discusses geology, soils, and seismic concerns as they relate to public safety and project design including liquefaction potential and seismically induced settlement, seismicity, groundwater, soil expansion, soil erosion and material disposal.

The avoidance, minimization, and/or mitigation measures include the excavation of soils borings and preparation of detailed geotechnical studies during the project's final design, implementing Caltrans engineering requirements for all structures based on the soils and geology conditions, and monitoring during construction by a licensed geologist and engineer, who must ensure that all conditions are met and certified.

Paleontology

Paleontology is a natural science focused on the study of ancient animal and plant life as it is preserved in the geologic record as fossils.

A Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) (December 2014) was completed for the project. The purpose of the PIR/PER is to assess the potential for impacting fossil resources along Interstate 10 (I-10) during the construction phase to widen the freeway. Significant fossil findings are catalogued and archived.

In order to salvage fossils, several avoidance, minimization, and/or mitigation measures have been identified. They include preparation of a project specific Paleontological Mitigation Plan, field monitoring by a qualified paleontologist, and preparation of a paleontological mitigation report that outlines the findings of the fieldwork.

Hazardous Waste/Materials

Hazardous materials, including hazardous substances and wastes, are regulated by many state and federal laws. Statutes govern the generation, treatment, storage, and disposal of hazardous materials, substances, and waste, and also the investigation and mitigation of waste releases, air and water quality, human health, and land use.

An Initial Site Assessment (ISA) (September 2014) was completed for the project which included a site reconnaissance and interviews, file search and historical records review to determine potential sources of contamination within the study area for the project. Typical sources of contamination include leaking underground storage tanks, wooden utility poles coated with creosote, possible asbestos containing materials, paint used for striping may contain lead-based paint, the presence of aerially deposited lead along roadways due to lead from gasoline engine emissions, and herbicides and pesticides in adjacent agricultural areas. The avoidance,

Attachment: I-10 EIR-EIS summary-FINAL (2323 : Confirmation of I-10 Locally Preferred Alternative)

minimization, and/or mitigation measures for hazardous materials include several measures for their proper removal.

Air Quality

The Federal Clean Air Act (CAA), as amended, is the primary federal law that governs air quality, while the California CAA is its companion state law. These laws and related regulations by the U.S. Environmental Protection Agency (EPA) and California Air Resources Board (ARB) set the standards for the concentration of pollutants in the air. The information in this section is based on the Air Quality Technical Study (July 2015).

The ARB and South Coast Air Quality Management District maintain a network of air quality monitoring stations to measure and record pollutant concentrations in the local ambient air (Figure 3.2.6-2). These measurements identify the existing air quality conditions. Air quality analyses focuses on six transportation-related criteria pollutants that have been linked to potential health concerns: carbon monoxide (CO); nitrogen dioxide (NO_2); ozone (O_3); particulate matter (PM), [which is broken down for regulatory purposes into particles of 10 micrometers or smaller (PM_{10}) and particles of 2.5 micrometers and smaller ($PM_{2.5}$)]; and sulfur dioxide (SO_2). In addition, national and state standards exist for lead (Pb), and state standards exist for visibility reducing particles, sulfates, hydrogen sulfide (H_2S), and vinyl chloride.

Some land uses are considered more sensitive to changes in air quality than others, depending on the population groups and the activities involved. The State of California has identified the following typical groups who are most likely to be affected by air pollution: children, the elderly, athletes, and people with cardiovascular and chronic respiratory diseases. Sensitive receptors include residences, schools, playgrounds, child care centers, athletic facilities, long-term health care facilities, rehabilitation centers, convalescent centers, and retirement homes.

The Air Quality Study, which is summarized in this section of the Draft EIR/EIS, examines the degree to which the project alternatives may cause adverse or significant changes to air quality. Short-term construction emissions and long-term effects related to the ongoing operation of the alternatives are discussed in this section. The analysis focuses on air pollution from two perspectives: daily emissions and pollutant concentrations. The proposed project must conform at both levels to be approved.

The South Coast Basin is in an area of non-attainment for air quality. Air quality impacts exist in the current condition and therefore exist for both build alternatives, which will require a Finding of Overriding Considerations.

Construction impacts to air quality are short-term in duration; therefore, they will not result in long-term adverse conditions. Avoidance, minimization, and/or mitigation measures have been identified for construction emissions.

Attachment: I-10 EIR-EIS summary-FINAL (2323 : Confirmation of I-10 Locally Preferred Alternative)

Noise

Results of the detailed noise analysis, are contained in the Noise Study Report (NSR) (July 2015) for the project. The Noise Study analyzes current and future, as well as construction and operational noise levels to identify impacts to neighboring residents and outdoor uses. Noise abatement in terms of soundwalls is proposed at various locations impacted by traffic noise levels. The *Noise Abatement Decision Report* (NADR) (July 2015) for this project provides details of the proposed soundwalls.

If it is determined that the project will have noise impacts, potential abatement measures must be considered. Noise abatement measures that are determined to be reasonable and feasible at the time of final design are incorporated into the project plans and specifications.

Caltrans' *Traffic Noise Analysis Protocol* sets forth the criteria for determining when an abatement measure is feasible and reasonable. Feasibility of noise abatement is basically an engineering concern. Noise abatement measures must reduce the noise level at impacted receptors by at least 5 dB to be considered feasible. Other considerations include topography, access requirements, other noise sources, and safety considerations. The reasonableness determination is basically a cost-benefit analysis. Factors used in determining whether a proposed noise abatement measure is reasonable include: a minimum 7-dB reduction in the future noise level must be achieved for at least one receptor, cost of noise abatement, and the viewpoints of benefited receptors.

Approximately 14 (Alternative 2) to 24 (Alternative 3) new soundwalls are proposed, for a total length ranging from approximately 24,297 (Alternative 2) to 31,011 (Alternative 3) linear feet. In addition, Alternative 3 proposes one gap closure soundwall that is approximately 810 linear feet long and approximately 19 soundwalls that would be replaced-in-kind.

Temporary construction noise impacts would be minimized by building recommended permanent soundwalls during the first phase of construction to protect sensitive receivers from subsequent construction noise, dust, light, glare, and other impacts, to the extent feasible. Additionally, construction noise will be restricted during nighttime hours, and a Noise and Vibration Monitoring and Mitigation Plan will be prepared by a qualified Acoustical Engineer. Equipment must have sound control devices and methods to reduce noise from construction equipment. Temporary noise barriers shall be used and relocated, as needed, to protect sensitive receivers against excessive noise from construction activities involving large equipment and by small items such as compressors, generators, pneumatic tools, and jackhammers. Equipment that causes vibration requires additional measures such as preconstruction building inspections to document the preconstruction condition if equipment is close to a building or residence, and vibration monitoring during intensive construction activities.

Attachment: I-10 EIR-EIS summary-FINAL (2323 : Confirmation of I-10 Locally Preferred Alternative)

Energy

This section has no corresponding technical study, but follows the CEQA Guidelines, Appendix F, Energy Conservation which requires that the Draft EIR/EIS include a discussion of the potential energy impacts of proposed projects, with particular emphasis on avoiding or reducing inefficient, wasteful, and unnecessary consumption of energy. In the project study area, energy is consumed primarily for residential, commercial, and transportation purposes.

The project alternatives were evaluated to determine if they would result in a demand for energy that would exceed the current supply or cause a substantial increase in the rate of direct (operational) or indirect (construction and maintenance) energy use. The proposed build alternatives would likely reduce the per vehicle energy use relative to the no build alternative. There would also be energy-saving components associated with the proposed project in the form of Transportation System Management improvements. Given these considerations, no avoidance, minimization, and/or mitigation measures are required.

BIOLOGICAL ENVIRONMENT

Natural Communities

This section of the document discusses natural communities of concern and is based on the Natural Environmental Study (NES) (April, 2015). The focus of this section is on biological communities, not individual plant or animal species. This section includes information on wildlife corridors and habitat fragmentation. Wildlife corridors are areas of habitat used by wildlife for seasonal or daily migration. Habitat fragmentation involves the potential for dividing sensitive habitat and thereby lessening its biological value. The NES found that the biological study area for the project is extensively urbanized.

Vegetation Communities

The biological study area is a highly urbanized area, consisting of ruderal and disturbed areas as well as small areas of freshwater marsh, southern willow scrub, mule fat scrub, Riversidean sage scrub (RSS) and non-native grassland.

Most of the mapped riparian and RSS plant communities are outside of the proposed project impact areas. Based on current project designs, there would be no permanent impact to riparian and other wetland habitat associated with the project for either build alternative. The area of permanent impact of RSS habitat was calculated to be 0.23 acre for Alternative 2 and 0.25 acre for Alternative 3.

Habitat connectivity is established when there is a wildlife movement corridor that connects two blocks of native habitat. A wildlife corridor between such habitats functions to allow genetic interchange between populations.

Attachment: I-10 EIR-EIS summary-FINAL (2323 : Confirmation of I-10 Locally Preferred Alternative)

The NES found that most of the study corridor is so heavily urbanized that there is little to no opportunity for regular, regional movement of wildlife across I-10, with the exception that some wildlife species are well adapted to urban environments and will thrive among residential and commercial developments. Most of the species that are commonly observed in urban environments do not have specific movement corridor requirements; instead they use nonspecific movement patterns across urban areas.

Given the high level of existing development within the biological study area and minimal opportunity for regional wildlife movement across I-10, no permanent impacts to wildlife movement are anticipated to result from either of the build alternatives.

Wetlands and Other Waters

Wetlands and other waters in the project area have been identified by the Jurisdictional Delineation Report (Ecorp, Inc., March 2014).

The project has minor permanent impacts to waters of the State and the U.S. As a result, the following regulatory permits must be obtained: U. S. Army Corps of Engineers Section 404 Permit, California Department of Fish & Wildlife Section 1600 Agreement and Santa Ana Regional Water Quality Control Board Section 401 Water Quality Certification.

Measures to reduce and minimize impacts include coordination with the project biologist to delineate all environmentally sensitive areas (ESAs) within the project footprint and immediately surrounding areas and install highly visible barriers (e.g., orange construction fencing) to protect these areas. Impacts to the Santa Ana River must be minimized by maintaining downstream flow conditions and coordinating with the appropriate agencies if dewatering is needed during construction. In addition, temporary impact areas will be hydroseeded and mitigation credits may be purchased.

Plant Species

This section of the document is also based on the NES and discusses all of the other special-status plant species based on surveys conducted during the appropriate blooming period in spring 2013. None of the nine special-status plant species that could potentially be present were observed during the surveys. Therefore, no avoidance, minimization, or mitigation measures are warranted because no special-status plant species occur in the biological service area.

Animal Species

This section discusses animal species with the potential to occur within the biological study area and summarizes the results of research and fieldwork conducted to date and as described in the NES.

Twenty-two animal species of concern were identified as having the potential to be impacted by the project. Of these species, burrowing owl, nesting bird, swallows, and bats may be impacted on a temporary and/or permanent basis.

Avoidance, minimization, and/or mitigation measures include the prohibition to impact nesting birds and installing exclusionary devices on bridges and structures that attract birds outside of the breeding season. In addition, measures include conducting burrowing owl surveys and avoiding active nests/burrows and surrounding buffer areas during the nesting season and relocating owls pursuant to California Department of Fish & Wildlife protocols.

In addition, all areas of potential bat habitat within and immediately adjacent to the project footprint will be identified and surveyed prior to construction to ensure avoidance of direct mortality to bats roosting in areas subject to effects from construction activities. Temporary bat exclusion devices will be installed under the supervision of the qualified bat biologist prior to construction.

Threatened and Endangered Species

This section discusses threatened and endangered species with the potential to occur within the biological study area as documented in the project's NES.

Based on the findings of the plant surveys, there is currently no suitable habitat or occurrences of any threatened or endangered plant species within the biological study area; therefore, no avoidance, minimization or mitigation measures are required.

There is potential habitat in the biological study area pursuant to the NES for the Delhi Sands flower-loving fly (DSF). DSF surveys are currently underway. Year 1 of a two-year survey found no occupation of DSF on-site. If DSF are present during the Year 2 survey, a formal Section 7 consultation with U.S. Fish & Wildlife Service (USFWS) will be required for the project. In addition, impacts to USFWS Critical Habitat for the southwestern willow flycatcher are expected to occur. These birds are not present in the project area but coordination with USFWS will be required due to the Critical Habitat designation on the land.

All adjacent sensitive areas within the project footprint and immediately surrounding areas will be protected with highly visible barriers. In addition, temporarily impacted vegetation communities will be hydroseeded with appropriate native plant species and habitat reassessments will be required for sensitive plants prior to construction.

Attachment: I-10 EIR-EIS summary-FINAL (2323 : Confirmation of I-10 Locally Preferred Alternative)

Invasive Species

This section discusses invasive species with the potential to occur within the biological study area as discussed in the NES.

Implementation of the build alternatives could have the potential to spread invasive species by the entering and exiting of construction equipment contaminated by invasives, the inclusion of invasive species in seed mixtures and mulch, and the improper removal and disposal of invasive species so that seed is spread along the highway. By requiring that invasive species are not used in the revegetation plan, construction equipment is kept free of invasives and an eradication plan is implemented. Should an invasion occur during construction, invasive species impacts would be avoided and minimized.

Chapter 4 – CEQA

The impacts of the build alternatives are summarized in this chapter, including the identification of the level of significance of the potential adverse effects under CEQA. The significance of the potential impacts of the build alternatives under CEQA was assessed based on the CEQA Environmental Checklist and the analyses of project impacts discussed in detail in Chapter 3. This section discusses the impacts of Alternatives 2 and 3 only. For a discussion of the impacts of the No Build Alternative, refer to Chapter 3.

Chapter 5 – Comments and Coordination

This chapter summarizes the results of Caltrans' efforts to fully identify, address, and resolve project-related issues through early and continuing coordination.

Chapter 6 – List of Preparers

This Chapter includes all individuals, including consultants, that prepared or helped to prepare the environmental document and supporting technical studies.

Chapter 7 – Distribution List

This Chapter includes a list of agencies and interested parties who are notified of the circulation of the Draft EIR/EIS.

Attachment: I-10 EIR-EIS summary-FINAL (2323 : Confirmation of I-10 Locally Preferred Alternative)

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 27

Date: November 4, 2015

Subject:
Consolidated Transportation Services Agency Structure in San Bernardino Valley

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

A. Receive the Omnitrans Proposed Transition Plan and Financial Analysis for a Consolidated Transportation Services Agency Designation dated September 2, 2015, and included as Attachment 1.

B. Receive the VTrans Response to Omnitrans/VTrans Transition Plan dated September 9, 2015, and included as Attachment 2.

C. Receive the Omnitrans response to the SANBAG staff request for additional information dated October 27, 2015, and included as Attachment 3.

D. Affirm that it is in the best interest of the taxpayer to consolidate the operations of the Consolidated Transportation Services Agency under Omnitrans, which allows for direct coordination of services and accrual of operations savings for reinvestment into services for senior citizens and persons with disabilities.

E. Approve Resolution No. 16-005 designating Omnitrans to act as a Consolidated Transportation Services Agency for the Valley Measure I Subarea for a period of five years.

Background:
For the past year SANBAG, Valley Transportation Services (VTrans), and Omnitrans have been in discussions at the staff and Board levels about the efficiency and effectiveness of the current Consolidated Transportation Services Agency (CTSA) non-profit corporation structure in the San Bernardino Valley subarea. Below is a brief history of the actions and issues that have been considered by the SANBAG Board in these discussions:

November 2004 – Measure I 2010-2040 approved by the voters, which designated 2% of the Valley Measure I for creation and operation of a CTSA in the Valley subarea.

January 2008 – SANBAG Board approved the Public Transit-Human Services Transportation Coordination Plan for San Bernardino County, which highlighted the need for designation of a CTSA in the Valley subarea.

May 2009 – SANBAG Board awarded a contract to Innovative Paradigms, a division of Paratransit, Inc., to study the creation of a CTSA and appointed an Ad Hoc Committee to provide policy direction.

Entity: CTC

August 2010 – SANBAG Board approved establishing a new non-profit entity to serve as the CTSA, and in September 2010 the Board approved a resolution designating VTrans as the CTSA upon the legal formation of such a non-profit corporation. This resolution states that SANBAG will conduct a review of the performance of the CTSA no later than Fiscal Year 2014/2015.

May 2011 - SANBAG Board approved a contract with VTrans for the operation of a CTSA.

October 2014 – In response to a request by the Commuter Rail and Transit Committee (CRTC) to discuss the potential consolidation of VTrans with Omnitrans, staff presented the history of the designation of VTrans as the CTSA, the terms of the contract between SANBAG and VTrans concerning that designation, and a brief discussion of the various successful CTSA models throughout the State. At the meeting, the Committee heard testimony of VTrans Board members and community partners concerning the unique nature and the quality of the services that VTrans provides. The Committee requested that staff look for potential efficiencies that can be achieved through coordination and shared resources between the agencies.

January 2015 – SANBAG staff presented information concerning opportunities for operational and coordination efficiencies between VTrans and Omnitrans to the CRTC. VTrans and Omnitrans examined overlap potential between the two agencies, such as sharing consulting services and office space, i.e., not efficiencies that could be gained by consolidation, and identified about $68,000 in annual savings that could occur. Additionally, the Committee received a presentation from Virginia Werly, Director of Contract Operations for Riverside Transit Agency (RTA), on the Freedom to Go travel training program that they have implemented in western Riverside County. The emphasis of the presentation was on their ability to track the effectiveness of the program and the resulting savings they have realized in their complementary paratransit services. This data for measuring the effectiveness of VTrans' travel training program is available but not currently tracked in San Bernardino County; therefore the Committee recommended the Board to direct staff to work with VTrans and Omnitrans to explore, analyze, and evaluate the RTA Freedom to Go program for implementation in San Bernardino County.

February 2015 – The SANBAG Board amended the recommendation from CRTC to instead analyze the potential consolidation of VTrans and Omnitrans to mirror the model in place in western Riverside County where the transit operator is also the designated CTSA.

June 2015 – In consideration of VTrans' plans for future growth and the added cost of supporting two separate entities with overlapping responsibilities, staff recommended that the Board take the opportunity to review the efficiency of the CTSA model chosen in 2010 in advance of the June 30, 2018, expiration of the funding agreement with VTrans for CTSA services. In response the SANBAG Board requested Omnitrans submit to SANBAG by September 1, 2015, a financial analysis and transition plan for designation as a CTSA in the San Bernardino Valley subarea. The Proposed Transition Plan and Financial Analysis for CTSA Designation that was approved by the Omnitrans Board is included as Attachment 1 to this agenda item. Additionally, VTrans prepared a response to the transition plan noting their concerns with the plan that is included as Attachment 2. Finally, Omnitrans' response to the SANBAG staff request for additional information and clarification is Attachment 3.

In reviewing this documentation and considering the options in the operation of a CTSA, staff has considered the legislative foundation upon which CTSAs are built, the impetus for establishing a separate non-profit entity for this purpose in San Bernardino County, and the long term impact that savings in the structural costs of operating a CTSA can have in the offering of additional services to the communities the CTSA aims to serve, as well as the impact of structural changes on these communities, and the complexities of having a non-profit corporation administering Measure I funds.

Legislative Intent

California Government Code Section 15951, which defines the intent of the Legislature in promoting the consolidation of social service transportation services, and Government Code Section 15952, which sets out the parameters by which CTSAs are to attain the benefits set out in the legislative intent, emphasize the importance of using existing administrative capabilities and expertise and existing agency operating and maintenance personnel and expertise in centralization and consolidation activities, as well as involving local elected officials in the process. As the CTSA functions continue to expand in San Bernardino County, it is critical that decisions be made in the context of the entire transportation system so that efficiencies can be realized and overlap be avoided. While two organizations can commit to collaboration and communication, the collaboration and communication between two organizations will never be as efficient as within one organization. This was even acknowledged in the study that created the non-profit model as an argument for moving Access Services from Omnitrans to VTrans – to allow for maximum interaction and efficiency of both services. This efficiency can be further maximized when direct coordination exists with fixed route service, as has been highlighted at RTA. Additionally, although SANBAG has taken steps to ensure its representatives on the VTrans Board are elected officials, Omnitrans and the County Board of Supervisors, who also have representatives on the VTrans Board, have not taken similar actions. Transitioning the CTSA function to a public agency will ensure that all of the Valley cities have representation in and are aware of the CTSA functions and opportunities within their community.

Historical Context in San Bernardino County

With the passage of Measure I 2010-2040 in 2004, SANBAG was required to designate a CTSA for the Valley subarea that would receive 2% of the Valley Measure I, which is currently about $2.4 million annually. The 2007 Public Transit-Human Services Transportation Coordination Plan also identified creation of a CTSA in the Valley as a very high priority, particularly for the provision of transportation services for seniors. At the time the study of CTSA models was conducted, there was what was documented in the study as widespread rejection by community agencies for Omnitrans to be designated as the CTSA. Additionally, SANBAG and Omnitrans were experiencing competing demands on limited funding resources and SANBAG was initiating a Comprehensive Operational Analysis of Omnitrans' provisions of services. It is reasonable to assume that an analysis of the efficiencies that could be gained from appointment of Omnitrans as the CTSA for the Valley was not given full consideration. Since that time, relations between SANBAG and Omnitrans have significantly improved and Omnitrans has made measurable efforts to increase efficiencies in their operations in response to the dialogue with SANBAG. Without this change in relationship between SANBAG and Omnitrans and change in philosophy regarding coordination of efforts, further consolidation of transportation services for the residents of the San Bernardino Valley subarea would likely not be recommended by SANBAG staff.

Long Term Impact of Savings Realized by Structural Efficiencies

In previous discussions of possible savings that could be realized by the consolidation of the CTSA and Omnitrans, it has been expressed by some that the cost of a public agency will always exceed that of a non-profit corporation. After receiving the Proposed Transition Plan from Omnitrans and noting the substantial savings realized by a change in staffing levels but little assurance that the same level of service could be maintained, SANBAG staff requested a direct comparison of the cost of VTrans current staffing structure within Omnitrans' organization. As can be seen in Omnitrans' response in Attachment 3, savings can still be realized by transitioning to a consolidated structure. Under the current operating assumptions, it is estimated that almost $180,000 of Measure I could be saved annually by the administrative costs such as facility costs, accounting, payroll, and miscellaneous expenses being absorbed by Omnitrans' capital allocation plan, which is essentially their overhead cost allocation structure.

As has been pointed out previously, the Measure I that funds these programs cannot be diverted away from these programs or used for other existing services provided by Omnitrans such as Access Services; therefore, any amount of savings offers more opportunities for expansion of service to more individuals. For a fund source that is dedicated through 2040, this reinvestment opportunity can become substantial.

As VTrans has indicated in their response included in Attachment 2, there are some ongoing obligations of VTrans that could result in a loss of funds. Staff has reviewed the list of obligations and in most cases it would be in the best interest of the party to agree to transition the agreement to Omnitrans, such as agreements with community service agencies and fleet maintenance agreements. The only agreements of substantial concern would be the office lease agreement; however, the lease will be substantially complete by the termination date of the current funding agreement with VTrans.

Impact of Structural Changes

In consideration of the designation of Omnitrans as a CTSA in the San Bernardino Valley region, it is important to understand the direct impact this change would have on senior citizens and persons with disabilities that the CTSA is intended to serve. Staff would recommend that Omnitrans must conduct a much more detailed analysis of its approach to changes to the staffing structure of the current CTSA to assure SANBAG that the Omnitrans structure can provide the same level of service to the communities it will serve. However, there are areas of concern cited in the VTrans response to Omnitrans' proposal that are important to address because these same statements by VTrans have caused undue stress on the affected consumers.

First and foremost is the implication that a designation of Omnitrans as the CTSA would have an impact on the transportation programs currently provided by community service agencies such as Pomona Valley Workshop (PVW) and the community senior transportation services. As can be seen in Omnitrans' response to SANBAG question 1 in Attachment 3, Omnitrans has no intention of changing or affecting the current transportation services provided by these agencies and recognizes that these are very cost-effective services that are provided by these agencies. It is important to understand that VTrans does not operate these routes, but provides Measure I funding provided to the CTSA by SANBAG to help support the cost of these services. In many cases VTrans is providing matching funds to federal funds that the organizations are receiving through Omnitrans. There is no reason that the change in designation should or would impact this delivery of service.

Additionally, Omnitrans has been criticized both in the creation of the CTSA and in the discussions of designation for never having demonstrated an interest in or knowledge of social service programs. However, to date Omnitrans has never been tasked with expressing that interest. VTrans was created because there was a recognized need and a dedicated source of funding to fill that need. VTrans has been effective in creating programs to serve the needs it was intended to serve – that is not in question. The question being considered by the SANBAG Board is whether it is the most efficient way of delivering that service and whether there are ways of delivering even more services by working more efficiently.

Staff would suggest that it is not the fact VTrans is a separate entity from Omnitrans that allows them to be effective. It is the access to funding and the employees that understand the purpose of that funding that make the CTSA successful. Omnitrans has demonstrated that they recognize that their current structure does not support the services the CTSA is intended to provide by proposing a new department with a director-level position dedicated to provision of services to senior citizens and persons with disabilities. They have stated in their public meetings and in their proposal that the best case scenario for this transition would be for current VTrans employees to transition to Omnitrans employment so that existing program knowledge and relationships are not lost. If this did not occur, it could be temporarily disruptive or uncomfortable as new relationships are built, but there is no reason that new staff dedicated to this purpose at Omnitrans could not build relationships as VTrans has.

Complexities of Current Structure

As staff has begun to look into the various programs that VTrans has undertaken several complexities have been noted that stem from the fact that VTrans is operating as a non-profit corporation and not a public agency. One item noted in the Omnitrans proposal is that if services transitioned to Omnitrans, Omnitrans would cease servicing private vehicles at the maintenance facility that VTrans currently operates, stating that this negatively impacts private competition and is not an appropriate use of Measure I funds dedicated for CTSA purposes. When VTrans reported this practice to the CRTC earlier this year, SANBAG staff shared the same concern. While VTrans points out in their response that they are following non-profit corporation law and IRS regulations by reporting this income as "unrelated business income," this does not correct the fact that servicing private vehicles is not an eligible use of Measure I Senior and Disabled Transit Program funds. In other words, Measure I funds that go to the CTSA for CTSA purposes retain the same eligibility criteria as they do when they are allocated to any of our transit operators, and the maintenance portion of a CTSA should be limited to servicing the vehicles used to transport senior citizens and disabled persons within the Valley subarea. The checks and balances inherent in a public agency governance structure with representatives and employees charged with being good stewards of public resources eliminate opportunities outside of this expectation.

Another issue noted by SANBAG staff and reported to the Board with approval of the Fiscal Year 2015/2016 VTrans budget is that VTrans has implemented trip reimbursement programs in the Mountain/Desert subareas through federal grants and funding from the transit operators in those subareas. Staff has informed VTrans that these activities are not eligible for Measure I that they receive from SANBAG and that they must implement a cost allocation plan to ensure that Valley subarea Measure I is not subsidizing these programs. As they continue to grow programs such as these, SANBAG's ability to ensure compliance with the Measure I

Ordinance becomes more difficult. Considering VVTA's recent designation as a CTSA, it may be more appropriate for VVTA to administer these programs for the areas they serve, especially if the CTSA role is transitioned to Omnitrans.

Staff Recommendation

Staff has conducted a thorough review (to the extent possible considering VTrans was not necessarily willing to provide requested information such as staff salaries and benefits for comparative purposes outside of a meeting set on their terms) of the Proposed Transition Plan prepared by Omnitrans, VTrans' response to that plan, and Omnitrans' response to requests for additional information from SANBAG staff. While staff believes that further analysis and explanation would be necessary if Omnitrans were to be designated as a CTSA in the future, staff does believe that Omnitrans has demonstrated an ability to deliver this service in a more cost effective manner which allows for expansion of programs and services. Additionally it was critical to SANBAG staff that Omnitrans acknowledge that assumption of this role would require a new leadership at Omnitrans and that the success of this transition relies on the addition of staff that has a demonstrated passion for this service, which Omnitrans has done.

In recognition of the cost savings that can be realized by a consolidation, the inherent improved coordination that can be achieved by intra-agency communication versus coordination between separate agencies, and the recognition by Omnitrans that assumption of this role would require a structural change within their organization to properly address the purpose of a CTSA, staff recommends that the Board affirm that it is in the best interest of the taxpayer to consolidate the operations of the CTSA under Omnitrans, which allows for direct coordination of services and accrual of operations savings for reinvestment into services for senior citizens and persons with disabilities. Note that this would not become effective immediately but would allow for expansion of a full transition plan to be developed prior to the termination of the current funding agreement with VTrans in 2018. In addition, staff recommends the Board approve Resolution 16-005 designating Omnitrans as a CTSA in the Valley subarea. This does not remove the designation of VTrans as a CTSA as there is allowance for designation of multiple CTSAs in the same service area, but does allow for transition of services when appropriate.

Financial Impact:

This item is consistent with the Fiscal Year 2015/2016 SANBAG budget.

Reviewed By:

This item has not received prior review by any policy committee or technical advisory committee. SANBAG General Counsel has reviewed the draft Resolution.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: November 4, 2015

Witnessed By:

Attachment 1

PROPOSED TRANSITION PLAN & FINANCIAL ANALYSIS
CONSOLIDATED TRANSPORTATION SERVICES AGENCY DESIGNATION

PURPOSE

The purpose of this transition plan is to study the potential for Omnitrans to provide more cost-effective or efficient means of delivering certain services that VTrans currently provides, which could result in certain services being transferred or full consolidation of Valley Transportation Services (VTrans) with Omnitrans. The proposed plan provides a comparative cost analysis of the VTrans' current organizational structure and the new organizational structure within Omnitrans in the event consolidation is approved. In addition, cost avoidance will be addressed, as well as any other benefits that could enhance the social service transportation programs within the Valley. It must be noted that this analysis is not for the purpose of reducing or re-directing current Measure I or federal grant funds away from qualified recipients. Savings that would be achieved will be reinvested into the CTSA program only; there will not be any comingling of funds with Access services, nor will those funds be used in any fashion to support fixed route operations.

BACKGROUND

As a part of the "Design Study for the Creation of a Consolidated Transportation Services Agency" conducted in 2009 by Innovative Paradigms, a comparative study was conducted that concluded Paratransit, Inc. (private/parent company to Innovative Paradigms) was the most effective CTSA model. The resolution adopted by the SANBAG Board that identified VTrans as the CTSA required SANBAG to review the performance of the CTSA no later than Fiscal Year 2014/2015, and the current funding agreement between SANBAG and VTrans expires on June 30, 2018. Today, VTrans has adopted many elements of Paratransit, Inc., business services in its 5-year Business Plan (April 2015) and has suggested expansion of services such as assuming responsibility for Access Service and becoming direct providers of transportation, raising the question of duplication of current Omnitrans operations and costs associated with administrative services to support another transit agency. Therefore, Omnitrans was requested by SANBAG to conduct a transition plan and financial analysis to evaluate a case for possible consolidation.

In response to SANBAG's request for a proposed transitional plan, Omnitrans opened discussions with other transportation agencies within our geographical area, Riverside Transit Agency (RTA) and Orange County Transportation Authority (OCTA), to explore their CTSA experiences and what services have been successful for their clients. RTA's organization strength is having CTSA functions within their Agency, coordinating travel training, and outreach programs with fixed route and bus stop management planning. The success of this model slowed Access growth to less than 2 percent! Similarly, OCTA has internal CTSA

functions directed by their Manager, Community Transportation Services. One of the most effective programs within this department is the Senior Mobility Program (SMP); 31 of Orange County's 34 cities, and four (4) nonprofit organizations, have SMP cooperative partnerships with OCTA. In 2006 the program generated 43,000 trips. Today, the program generates approximately 270,000 annual trips; providing an effective transportation alternative for qualified seniors and Access qualified clients. The popularity of the service is a credit to the local jurisdictional partnership with OCTA. It not only responds to the needs of the community but helps in managing the growth (cost avoidance) of Access service within Orange County. The purpose for providing these success stories is to underscore that alternative CTSA models are very effective and should not be discounted as they were in 2009. The main take away from discussions with RTA and OCTA is that the success of any CTSA model can be directly attributed to passion, commitment, and leadership.

Currently, human transportation services in San Bernardino falls short in reaching one primary CTSA goal – actively creating mobility solutions of social services transportation through coordination of services. Services should be tailored toward delivery options for clients. The two agencies, VTrans and Omnitrans, have an obligation to ensure this coordination is achieved. Omnitrans' Access Service is an Americans with Disabilities Act (ADA) mandated public transportation service for qualified people unable to independently use the fixed route bus service for all or some of their trips. It is a service that "parallels" the level of Omnitrans' fixed route service being offered within a ¾ mile radius of a bus route, and is available during the same periods that fixed-route service operates. Access can only offer pick-up times, and cannot book trips by drop-off times because trip length, passenger loads, traffic conditions, and other variables can affect the travel time. Since trip prioritization is prohibited by federal law, all trips (medical appointments, school schedules, work schedules, beauty appointments, shopping trips, etc.) have equal priority. VTrans' mission statement is "To improve the quality of and create mobility solutions involving transportation services for senior citizens, persons with disabilities and persons of low-income through coordination of transportation services with human service organizations, public agencies, or private providers." It needs to be understood that these services are not competitors. These services are complementary and should be operated as such. Operating the two under one agency ensures fiscal responsibility and that the systems are coordinated and provides for the greatest overall system advantage; that includes helping to assist clients in selecting which service will offer them the greatest benefit.

TRANSITIONAL APPROACH

If approved, Omnitrans initial step would be to meet with the current Measure I stakeholders to assure them the current programs will remain intact and establish goals for a future human transportation services plan. Discussions with the OCTA provided a solid starting point as OCTA had recently prepared their Public Transit-Human Services Transportation Plan. The plan was shaped through comprehensive community-based interviews and stakeholder meetings involving 105 persons, agency-based e-survey, a mail-back survey to over 200 organizations, and a consumer intercept survey with 31 responses at a seniors' fair. The goals established by OCTA provide a solid starting point for discussion on what should be addressed in any CTSA plan. In the end, the Plan would target and prioritize strategies to improve, enhance, and expand mobility options. These goals include:

- Enhance Transportation Information and Coordination;

- Enhancements to Human Services Transportation
- New/Expanded Services to Meet Specific Needs
- Enhancements to Omnitrans' Existing Services

Early on in assuming the CTSA role, a workshop would be conducted to discuss these goals and create a client-based CTSA Plan for the next five years. The workshop attendees would not only include today's stakeholders, but all member entities of Omnitrans' Joint Powers Agreement (JPA) and SANBAG. The Omnitrans CTSA staff and staff from the Marketing-Planning Department would outline the plan, to include: community transportation routes, integration with OmniGo and Access operations, the benefits of traveling on the fixed route services, introduction of technology aids for clients, as well as other transportation concerns that may surface throughout the workshop. Granted, there would be a learning curve if the current VTrans' staff does not transition to Omnitrans. However, the learning curve can be overcome and current programs would be unaffected.

At this time, there are limited programs and services that are duplicative between VTrans and Omnitrans; with travel training, distribution of grant funding to qualified recipients, and maintenance of vehicles being the only duplicative programs/services shared between the two agencies. As to travel training, many senior centers, schools and other organizations are trained by both agencies. For those with severe disabilities, however, VTrans conducts a more intense one-on-one travel training course of approximately 30 hours per trainee; OCTA contracts out this training. Both Omnitrans and VTrans agree that travel training is a critical element of public service throughout the transit industry. It not only reduces costs, but provides a sense of independence for the clients. A more coordinated and concentrated effort would greatly benefit current and future clients. Combining and coordinating assets in this area can better utilize travel training personnel outreach efforts and improve travel choices for the clients in both the East and West portions of the Omnitrans service area. Omnitrans would continue those services that are not duplicative, such as: Volunteer Driver and Taxi Voucher Programs. Omnitrans will consider the best way to continue the mountain/desert volunteer driver programs as they are outside of Omnitrans' service area.

Omnitrans is the only direct recipient of Federal funds. Omnitrans distributes Federal funds to VTrans and other community service agencies for qualifying transportation programs. VTrans also distributes Measure I to some of the same community service agencies to serve as local match to the Federal grants. The direct distribution by Omnitrans of both the Measure I and Federal grant funds to local recipients eliminates the administrative two-step process that they currently follow.

As to the maintenance of vehicles, the VTrans vehicle maintenance facility has been in operation for less than 6 months; therefore, the intent is to continue the service for one year to determine if value exists in maintaining the operation. However, the current allowance for private vehicles to be serviced will be discontinued as it negatively impacts private competition and is not an appropriate use of Measure I funds dedicated for CTSA purposes. Other alternatives would also be explored, such as: relocating the service to an Omnitrans facility to reduce overhead costs; or providing direct financial assistance through Measure I funds to qualified recipients to offset the cost of repair of the vehicles in the private sector instead of maintaining a repair facility. The closure of the CTSA maintenance facility would have no impact on Omnitrans Access operations. Our current Access provider, First Transit, has utilized these services on only three

occasions recently for minor maintenance (leaf springs replacements). This was required in order to prepare vehicles for turnover inspection by the new Access provider, MV Transportation. However, if the services are critical to current CTSA operations, the service could remain in place until Omnitrans' West Valley Connector Corridor expansion is completed. This project includes construction of a maintenance facility to support all fleet vehicles in the western portion of Omnitrans' service area and replaces a leased facility that is currently located in Rancho Cucamonga.

The CTSA funds held in reserve can be used to pursue and further expand the programs currently in use by VTrans to enhance the CTSA footprint and service it provides. These include:

- Exploring opportunities to apply the successful V-Trans Pomona Valley Workshop, OPARC, and Loma Linda transportation model to other areas throughout the Valley.
- Researching the value of utilizing retiring Omnitrans' Type II vehicles in the operation of other transportation service programs. An effort can be made to institute a vehicle replacement program for community transportation vehicles, much in the same way Omnitrans does with its purchasing power on ACCESS vehicles. Omnitrans will look into the introduction of CNG replacement vehicles for CTSA clients; this would not only be environmentally friendly, but would reduce fuel costs.
- Technology initiatives that can provide notification to clients with interactive on-time arrival system programs and on-line trip reservations.
- Expanding the senior mobility program. VTrans also provides funding to operate various senior transportation programs. In Orange County, 31 cities are currently participating in this type of program. The program is designed and implemented to enable cities to provide their senior residents with transportation services that are locally-oriented, personalized and flexible. It is the responsibility of each city to assess the transportation needs of their senior residents and decide if the senior mobility program will assist them in meeting those needs.
- In the event current funding becomes unavailable, pursue other funding sources to assist in purchasing annual fixed route passes for those clients transitioning off the Access program.

If approved, a "Special Services Department" will be established as a separate department within Omnitrans. The Department will be responsible for oversight of all current CTSA programs as well as supervising Access Service to provide for the full coordination of all services for clients. All administrative support functions will be distributed to existing functions within Omnitrans, such as: Human Resources/Safety and Regulatory Services, Information Technology, Procurement (vehicle procurements), Finance (payroll, grants), Marketing-Planning, and legal services, etc. The ideal situation would be to staff the Department with current VTrans' employees to fill the positions, as they have in-depth experience of existing social transportation programs, proven leadership, and a "passionate commitment" to the success of current and future social transportation programs. The Director will have a staff of ten (10) employees (refer to Figure#2.) To the maximum extent possible, VTrans' employees will be provided preference in the selection process in accordance with Omnitrans' Personnel Policies. If current VTrans' staff members are retained, the transition to Omnitrans is estimated to take 30-45 days. If recruitment is required to fill the positions, it is estimated that transition and full operation at Omnitrans' East Valley Division would require up to 90 days.

FINANCIAL ANALYSIS

From a financial perspective, it is difficult to provide a cost analysis beyond VTrans' FY 2015/2016 Business Plan. VTrans' future plans are very fluid. Their initial business plan proposed extensive services and programs expansion. The list of VTrans' "potential projects" included adding duplicative services, taking over Omnitrans functions such as Access, exploring consulting services, and developing direct transit operations. VTrans acknowledged that they are "positioned to add programs and services to its financial portfolio through strategic dedication of resources." The Plan states that the "Growth of services such as this would require VTrans to consider its long range facility needs, organization structure, and financial management strategies". VTrans' Plan further stated this would include the purchasing of property, fleet management, employing drivers to operate vehicles and schedule services, development of unrestricted income sources, and pursuing a number of other new business ventures. With this aggressive expansion, there will become a point where this dramatic increase in infrastructure and operating costs would require difficult decisions on distribution of scarce transit funding between the two agencies by SANBAG. Although VTrans has tentatively withdrawn this plan after their business plan was submitted to SANBAG and brought to the attention of the Omnitrans Board of Directors, the concern of expansion cannot be dismissed. Therefore, the financial analysis only addresses payroll, benefits, services and facilities costs without consideration of the 'potential projects' outlined in VTrans' Business Plan (April 2015).

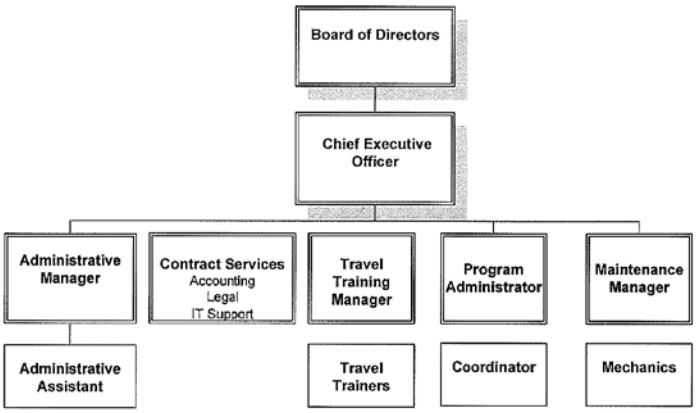
Omnitrans' analysis of VTrans' proposed FY2015-2016 budget has indicated that 53% of the annual Measure I allocation is slated for direct payroll, employee benefits & taxes, facilities and contracted administrative services such as accounting, legal, etc. The analysis was based on the Measure I allocation as this is the sustainable funding source for the CTSA. Omnitrans has not been able to verify VTrans' administrative expense ratio, however, Omnitrans believes that the overall payroll and related administrative costs are more relevant because the most successful VTrans' programs such as the community partners (Pomona Valley Workshop, Central City Lutheran Mission, and so on) and new growing programs such as the Taxi Voucher program and TREP (Transportation Reimbursement Escort Program), are ultimately funding pass-through programs.

The analysis below compares VTrans' current organization structure costs in terms of payroll, benefits and contracted services based on their FY2015/2016 Budget to Omnitrans' proposed Specialized Services Department. Omnitrans costs are based on the mid-point salary for related positions based on Omnitrans Policy 402 and estimated benefit costs.

VTRANS' ORGANIZATION STRUCTURE

Structure

Vtrans' Proposed Organizational Chart (2015-2016)
Figure 1

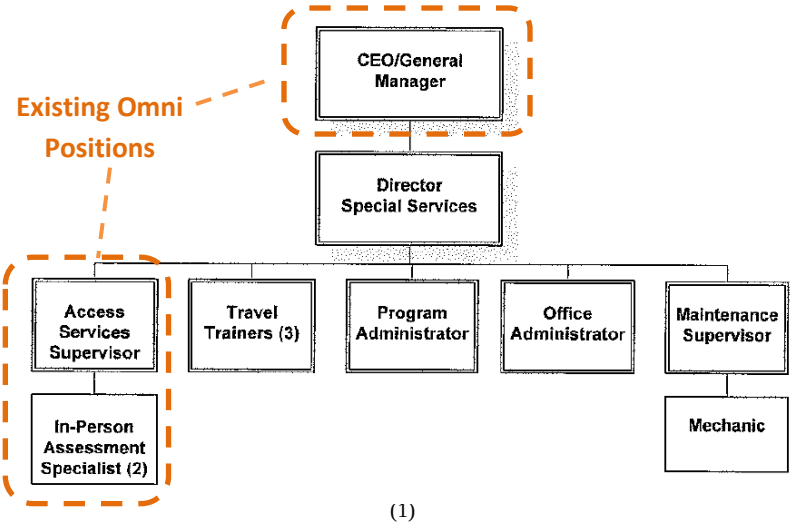


Category	Annual Expense
Direct Payroll	$ 702,828
Benefits, Taxes	$ 289,281
Services	
Accounting	$ 58,560
Legal	$ 53,560
Consulting	$ 28,000
Marketing	$ 23,200
Payroll Processing	$ 7,000
Services Total	$ 170,320
Facilities	$ 92,594
Total Organization Structure/Location Expense	**$ 1,255,023**
Annual Measure I Revenue	$ 2,354,700
Share of Measure I	**53%**

OMNITRANS' PROPOSED STRUCTURE

Structure

Omnitrans' Proposed
Special Services Department Organizational Chart
Figure 2



(1)

Category	Annual Expense
Direct Payroll	$470,948
Benefits, Taxes	$164,832
Services	
Accounting[3]	$ 0
Legal[3]	$ 0
Consulting	$ 28,000
Marketing[3]	$ 0
Payroll Processing[3]	$ 0
Services Total	$ 28,000
Facilities[3]	$ 0
Total Organization Structure/Location Expense	**$ 663,780**
Annual Measure I Revenue	$ 2,354,700
Share of Measure I Allocation	**28%**
Access Services Supervisor & Assessment Specialist [2] (Existing Omnitrans positions, not charged to Measure I, but maintain existing funding)	$ 178,221

Notes: (1) CEO/GM Salary not included, built into Omnitrans' Cost Structure. (2) Access Services Supervisor

As of 8/25/15

and Assessment Specialists included below the line because they are existing, separately funded positions. (3) Accounting, Marketing, Payroll Processing, Legal and Facilities costs do not apply to this model because they would be integrated into Omnitrans' existing structure without increasing overall costs. If VTrans' Maintenance facility is retained, there would be an annual cost of $23,050.

It is important to note that three positions in the Omnitrans Proposed Structure are existing Omnitrans positions that manage the Access Program. These positions are included below the line in the exhibit above to allow for an above the line apples-to-apples comparison.

Adopting Omnitrans proposed structure would reduce the administrative costs of operating the CTSA to $663,780 per year compared to $1,255,023 in the current structure, a reduction of 47.1%. This reduces the overhead usage of the Measure I allocated to the CTSA from 53% of the overall allocation to 28% of the allocation, which allows more Measure I to be reinvested into the CTSA programs.

An additional benefit in Omnitrans proposal is the placement of the Access Services Supervisor under the Director of Special Services, which puts the tradeoffs between effectiveness and efficiency of service delivered between Access and Community Partners in one location. This allows one organization the ability to measure and recommend the best service that benefits users of both services.

Attachment: Attachment 1: Omnitrans Proposed Transition Plan (2295 : Consolidated Transportation Services Agency Structure in San

POSITION ASSUMPTIONS IN OMNITRANS COST PROPOSAL

Policy 402 Level		Low	Mid	High	Q	Payroll	Benefits
2	Director	$ 7,400	$ 9,188	$ 10,977	1	$ 110,256	$ 38,590
9	Travel Trainer	$ 2,841	$ 3,318	$ 3,796	3	$ 119,448	$ 41,807
5	Program Administrator	$ 4,824	$ 5,825	$ 6,711	1	$ 69,900	$ 24,465
6	Office Administrator	$ 4,249	$ 5,091	$ 5,933	1	$ 61,092	$ 21,382
5	Maintenance Manager (Shift Supervisor)	$ 4,824	$ 5,825	$ 6,711	1	$ 69,900	$ 24,465
Teamster	Mechanic		$ 3,363		1	$ 40,352	$ 14,123
Total of CTSA Carryover Positions to Omnitrans						**$ 470,948**	**$ 164,832**
6	Operations Services Supervisor	$ 4,249	$ 5,091	$ 5,933	1	$ 61,092	$ 21,382
Teamster	Eligibility Admin		$ 2,933		2	$ 70,387	$ 25,360
Existing Omnitrans Positions (Maintain Existing Omnitrans Funding)						**$ 131,479**	**$ 46,742**

As of 8/25/15

Attachment: Attachment 1: Omnitrans Proposed Transition Plan (2295 : Consolidated Transportation

TO: Andrea Zureick, Director of Fund Administration, SANBAG

FROM: Beth Kranda, CEO, VTrans

RE: Response to Omnitrans/VTrans Transition Plan

DATE: September 9, 2015

Overview

Omnitrans prepared a Proposed Transition Plan and Financial Analysis to CTSA designation in response to a request from SANBAG. The Plan was presented to the Omnitrans Executive Committee on June 23, 2015, and to the Board of Directors on July 1, 2015. This Omnitrans Plan, in the absence of any other associated documentation, is intended to serve as a guide to the potential consolidation of VTrans into Omnitrans with the designation of the San Bernardino Valley Subarea CTSA being rescinded from VTrans and granted to Omnitrans. The Omnitrans Plan was prepared without consultation with VTrans concerning any aspect of its business, legal or financial commitments, or technical management tools employed in the day-to-day operation of its programs.

This report presents the Omnitrans Plan with responding details and clarifications. The intent is to provide sufficient detail to guide a more thorough dialogue regarding the issues involved in any refinement to the current CTSA structure. The elements of the Omnitrans Plan are addressed in the order presented in the Omnitrans Transition Plan. Substantial additional information that was not considered in the Omnitrans Plan then follows.

VTrans Response to Omnitrans Transition and Financial Plan for CTSA

[Omnitrans Plan]

PURPOSE: *The purpose of this transition plan is to study the potential for Omnitrans to provide more cost-effective or efficient means of delivering certain services that VTrans currently provides, which could result in certain services being transferred or full consolidation of Valley Transportation Services (VTrans) with Omnitrans. The proposed plan provides a comparative cost analysis of the VTrans' current organizational structure and the new organizational structure within Omnitrans in the event consolidation is approved. In addition, cost avoidance will be addressed, as well as any other benefits that could enhance the social service transportation programs within the Valley. It must be noted that this analysis is not for the purpose of reducing or re-directing current Measure I or federal grant funds away from qualified*

Attachment: Attachment 2: VTrans Response to Omnitrans Transition Plan (2295 : Consolidated Transportation Services Agency Structure in

recipients. Savings that would be achieved will be reinvested into the CTSA program only; there will not be any comingling of funds with ACCESS services, nor will those funds be used in any fashion to support fixed route operations.

[VTrans Response]
The Omnitrans Plan states that its intent is to provide a cost comparison of the current cost structure of VTrans compared to an Omnitrans alternative structure. Further, the concept of cost avoidance is addressed along with "any other benefits that could enhance the social service transportation programs within the Valley." Neither the discussion of purpose nor any other aspect of the Plan speaks of the benefit to the community of any transition plan. Omnitrans has never demonstrated its interest in or knowledge of social service programs throughout the community. The entire focus of the "Plan" is on saving money. This is in spite of that fact that criticism has been levied against VTrans for having accumulated a substantial fund surplus for future investment. Cost saving in administration (the only area of emphasis of the "Plan") [discussed in great detail later in this document] misses the entire point of the purpose for which VTrans was established.

The nonprofit CTSA model recommended following an extensive study in 2009 was based upon the recognition that there are very different missions between Omnitrans and the CTSA, now VTrans. The primary mission of Omnitrans is to provide mass transportation largely through its network of fixed route services. As a result of its provision of fixed route service, Omnitrans is also obligated by Federal law to provide complementary ADA paratransit service meeting certain parameters set in Federal regulation. This is done through a contract with a national firm as is common in the industry. The mission of VTrans is very different from that of Omnitrans. VTrans provides a much more specialized collection of services largely through partners in the human service community to meet very challenging needs that are typically more individualized than a transit agency normally provides. This difference in mission is as important a distinction today as it was in 2009.

The dialogue surrounding a possible shift of CTSA designation from VTrans to Omnitrans includes discussion of the improved relations between SANBAG, the designating authority, and Omnitrans since the formation of VTrans in 2010. Some have argued that with an improved relationship between these agencies, SANBAG may have greater confidence in Omnitrans to serve as the CTSA than it did years ago. This argument misses the above mentioned point of the difference in missions between the two organizations having nothing to do with the relationship between SANBAG and Omnitrans. With five years of experience with VTrans as the CTSA and the many successful programs that it has launched, SANBAG should have a much higher level of confidence in the ability of VTrans to fulfill its CTSA mission in the future.

[Omnitrans Plan]
BACKGROUND: *As a part of the "Design Study for the Creation of a Consolidated Transportation Services Agency" conducted in 2009 by Innovative Paradigms, a comparative study was conducted that concluded Paratransit, Inc. (private/parent company to Innovative Paradigms) was the most effective CTSA model. The resolution adopted by the SANBAG Board*

that identified VTrans as the CTSA required SANBAG to review the performance of the CTSA no later than Fiscal Year 2014/2015, and the current funding agreement between SANBAG and VTrans expires on June 30, 2018. Today, VTrans has adopted many elements of Paratransit, Inc., business services in its 5-year Business Plan (April 2015) and has suggested expansion of services such as assuming responsibility for Access Service and becoming direct providers of transportation, raising the question of duplication of current Omnitrans operations and costs associated with administrative services to support another transit agency. Therefore, Omnitrans was requested by SANBAG to conduct a transition plan and financial analysis to evaluate a case for possible consolidation.

[VTrans Response]

Omnitrans misrepresents in its narrative that Paratransit, Inc. is "private/parent" company of Innovative Paradigms. It is very clear that Innovative Paradigms is a division of Paratransit, Inc. of Sacramento. Paratransit, Inc. is a 501c3 nonprofit corporation just as VTrans and was the first CTSA designated in California. Those familiar with CTSA's and with human service coordination around California and the nation have often referred to Paratransit as a national model. In fact, the Public Transit-Human Services Transportation Plan For San Bernardino County by Transit Resource Center in 2007 listed Paratransit, Inc. as an example of a CTSA as a model.

[Omnitrans Plan]

In response to SANBAG's request for a proposed transitional plan, Omnitrans opened discussions with other transportation agencies within our geographical area, Riverside Transit Agency (RTA) and Orange County Transportation Authority (OCTA), to explore their CTSA experiences and what services have been successful for their clients. RTA's organization strength is having CTSA functions within their Agency, coordinating travel training, and outreach programs with fixed route and bus stop management planning. The success of this model slowed Access growth to less than 2 percent! Similarly, OCTA has internal CTSA functions directed by their Manager, Community Transportation Services. One of the most effective programs within this department is the Senior Mobility Program (SMP); 31 of Orange County's 34 cities, and four (4) nonprofit organizations, have SMP cooperative partnerships with OCTA. In 2006 the program generated 43,000 trips. Today, the program generates approximately 270,000 annual trips; providing an effective transportation alternative for qualified seniors and Access qualified clients. The popularity of the service is a credit to the local jurisdictional partnership with OCTA. It not only responds to the needs of the community but helps in managing the growth (cost avoidance) of Access service within Orange County. The purpose for providing these success stories is to underscore that alternative CTSA models are very effective and should not be discounted as they were in 2009. The main take away from discussions with RTA and OCTA is that the success of any CTSA model can be directly attributed to passion, commitment, and leadership.

[VTrans Response]

Omnitrans reports that it has held recent discussions with Orange County Transportation Authority (OCTA) regarding its role as a CTSA. In discussions with local officials in the San Bernardino region, Innovative Paradigms has cited OCTA as one transit agency in the State that has a record of success as a CTSA. The Omnitrans summary of OCTA experience appropriately focuses on their success in forming partnerships with local jurisdictions. What the Omnitrans report fails to mention regarding VTrans is that partnerships with local jurisdictions are among the largest components of the agency's work. VTrans currently partners with the City of Rancho Cucamonga, the City of Fontana, the City of Ontario, and is in current contract negotiations/discussions with the cities of Redlands, Chino, Grand Terrace and Highland to support and expand their senior transportation programs.

Omnitrans also attempts to discredit the 2009 consulting study of CTSA alternatives by suggesting that alternative CTSA models were "discounted." That study followed the 2007 Public Transit-Human Services Plan recommendations and did in fact consider the various CTSA alternatives.

[Omnitrans Plan]

Currently, human transportation services in San Bernardino falls short in reaching one primary CTSA goal – actively creating mobility solutions of social services transportation through coordination of services. Services should be tailored toward delivery options for clients. The two agencies, VTrans and Omnitrans, have an obligation to ensure this coordination is achieved. Omnitrans' Access Service is an Americans with Disabilities Act (ADA) mandated public transportation service for qualified people unable to independently use the fixed route bus service for all or some of their trips. It is a service that "parallels" the level of Omnitrans' fixed route service being offered within a ¾ mile radius of a bus route, and is available during the same periods that fixed-route service operates. Access can only offer pick-up times, and cannot book trips by drop-off times because trip length, passenger loads, traffic conditions, and other variables can affect the travel time. Since trip prioritization is prohibited by federal law, all trips (medical appointments, school schedules, work schedules, beauty appointments, shopping trips, etc.) have equal priority. VTrans' mission statement is "To improve the quality of and create mobility solutions involving transportation services for senior citizens, persons with disabilities and persons of low-income through coordination of transportation services with human service organizations, public agencies, or private providers." It needs to be understood that these services are not competitors. These services are complementary and should be operated as such. Operating the two under one agency ensures fiscal responsibility and that the systems are coordinated and provides for the greatest overall system advantage; that includes helping to assist clients in selecting which service will offer them the greatest benefit.

[VTrans Response]

Omnitrans' statement that the CTSA goal of actively creating mobility solutions through coordination is not being met in San Bernardino is inaccurate and misleading. Omnitrans is well aware of the efforts that were included in the creation of services such as those of PVW and OPARC where VTrans coordinated with each human service agency and with Omnitrans to carefully redirect passengers from the Access service to the agencies. This coordination is

routine in creating agency transportation services. Passengers who were previously carried by Access were transitioned to the agencies with spectacular results. Not only did this create capacity on Access during peak periods but more importantly it created new service for these disabled individuals of a quality that is not replicable by an ADA paratransit operator. The Omnitrans Plan does emphasize the need for coordination between Omnitrans and VTrans in a routine manner and that has been demonstrated during the five years of VTrans operation. Their Plan states, "It needs to be understood that these services are not competitors." Both organizations strongly endorse that concept.

Omnitrans correctly points out that it is responsible for providing ADA paratransit service. The document also correctly points out that this is not "competitive" with services coordinated through the CTSA. VTrans has understood this concept since its founding and has accomplished a great deal to coordinate these services. It has achieved substantial service quality improvements in the community by working with agencies such as Pomona Valley Workshop (PVW) and Loma Linda Adult Day Health to enable them to provide their own transportation service. This is not competitive with Omnitrans but instead is **complementary**.

The idea has been to create services through community partners that allow Omnitrans to focus on its mission: the provision of demand response paratransit service to the vast number of individuals needing somewhat spontaneous transportation. Agencies with recurring trips provided to a very special needs population can better serve their clients than the public paratransit system. And though a consequence of providing these subscription trips through agencies can be slightly reduced productivity by the Omnitrans Access service, the agency clients receive a much higher quality of service. The removal of them from Access allows for improved customer service (for example, on-time performance) for the remaining demand response passengers.

There is nothing to be gained by having these services provided by a single agency as long as there is a cooperative relationship at the staff level for determining what agencies (and consequently what individuals) can be best served by agency service. VTrans' understanding of human service transportation has facilitated the effective shift of agency passengers. In spite of what has become a highly regarded service among human service agencies, Omnitrans staff has frequently challenged the program for, among other things, reducing their productivity. This ignores the important improvements to service quality for these special needs passengers, which is why it is so important to **have a CTSA whose job and perspective address these needs.**

[Omnitrans Plan]
TRANSITIONAL APPROACH: *If approved, Omnitrans initial step would be to meet with the current Measure I stakeholders to assure them the current programs will remain intact and establish goals for a future human transportation services plan. Discussions with the OCTA provided a solid starting point as OCTA had recently prepared their Public Transit-Human Services Transportation Plan. The plan was shaped through comprehensive community-based interviews and stakeholder meetings involving 105 persons, agency-based e-survey, a mail-*

back survey to over 200 organizations, and a consumer intercept survey with 31 responses at a seniors' fair. The goals established by OCTA provide a solid starting point for discussion on what should be addressed in any CTSA plan. In the end, the Plan would target and prioritize strategies to improve, enhance, and expand mobility options.

[VTrans Response]

Omnitrans speaks of the OCTA Public Transit-Human Services Transportation Plan. Mention is made of the outreach effort used to create that Plan and how "discussions with OCTA provided a solid starting point" for Omnitrans based upon that Plan. Omnitrans fails to mention the fact that SANBAG also has a Public Transit-Human Services Transportation Coordination Plan. That Plan, first prepared in 2007 and updated in 2011, recommended an emphasis on coordination carried out through a CTSA. The recommended model for a CTSA was a nonprofit corporation with a board that would be representative of the governmental agencies most closely involved in it. That Plan resulted in the implementation of VTrans with a Board that reflected the proposed model. The Plan included extensive outreach to community groups and local agencies with participation equal to or greater than reported by OCTA.

As mentioned earlier in this document, there has been no attempt by Omnitrans to contact VTrans in the preparation of this Plan. Further, the way that the Plan is written implies that there will be little effort to take advantage of the talents, contacts, relationships, etc. of the VTrans staff by Omnitrans in implementing this. VTrans is very familiar with human service community having forged key partnerships during its first five years of operation. Should plans proceed toward some transition, VTrans could play a vital role in bringing this community together with Omnitrans.

In some Plan iterations, Omnitrans has referred to the concept of "community transportation routes." The concern that VTrans has regarding continued mention of these routes is the implication that Omnitrans plans to find a new (replacement) method for providing the agency services that does not include allowing the agencies to maintain their independent transportation programs. Omnitrans consistently says that services will be continued. Yet the specifics of this are not discussed. There is rightful speculation that Omnitrans plans to eliminate the agency services and replace them with some in-house alternative through its Access contractor.

Mention of fixed route services and technology issues seems to overlook that fact that VTrans staff is extremely familiar with Omnitrans fixed routes and provides training to consumers on how to use these routes every day. Further, there are many technologies that can be applied to different aspects of services. VTrans uses state-of-the-art technology to manage virtually all aspects of is operations including travel training.

VTrans believes that Omnitrans should meet with the human service community in advance of any designation as a CTSA to provide a detailed plan for how it intends to integrate OmniGo and Access and community transportation routes. Omnitrans has provided no details on how it

Attachment: Attachment 2: VTrans Response to Omnitrans Transition Plan (2295 : Consolidated Transportation Services Agency Structure in

plans to provide "more cost-effective or efficient" services without impacting the human services community.

[Omnitrans Plan]
At this time, there are limited programs and services that are duplicative between VTrans and Omnitrans; travel training, distribution of grant funding to qualified recipients, and maintenance of vehicles. As to travel training, many senior centers, schools and other organizations are trained by both agencies. For those with severe disabilities, however, VTrans conducts a more intense one-on-one travel training course of approximately 30 hours per trainee. Both Omnitrans and VTrans agree that travel training is a critical element of public service throughout the transit industry. It not only reduces costs, but provides a sense of independence for the clients. A more coordinated effort would greatly benefit current and future clients. Combining and coordinating assets in this area can better utilize travel training personnel outreach efforts and improve travel choices for the clients. Omnitrans would continue those services that are not duplicative, such as: Volunteer Driver and Taxi Voucher Programs.

[VTrans Response]
Omnitrans suggests that there are *duplicative services* operated between VTrans and Omnitrans. The fact that each organization has functions with the same name does not mean that they are duplicative, as demonstrated through the additional explanation provided below:

> Travel Training: VTrans has operated a travel training program in San Bernardino since 2011. This very successful program is patterned after the Easter Seals Project Action model that is used widely around the nation. There are many noteworthy examples of travel training programs that are not operated by transit agencies and instead are operated by an outside third party. This has been the model implemented by VTrans since its creation of the program.
>
> What is continually overlooked regarding the VTrans program is that it is fully coordinated with Omnitrans' programs. It serves as an excellent example of the level of cooperation necessary to make a specialty program work. VTrans staff is in routine weekly and sometimes daily contact with Omnitrans staff to coordinate use of the Omnitrans training bus. In addition, staff from the two agencies routinely collaborate on presentations at senior centers, as well as routine referrals of individuals determined to be not eligible for Access paratransit service to VTrans for travel training. VTrans also refers certain individuals back to Omnitrans for ADA reassessment in cases where an individual's disability was found to be more severe than previously identified. Interagency coordination of this level is not likely improved upon through in-house operation of CTSA services. And the high level technical training and focus of VTrans training staff allows Omnitrans to focus on services for which it is better suited.
>
> Distribution of Grant Funding: A typical duty of a CTSA is grant management. Many CTSA's facilitate grant applications for human service agencies, some serve as a central grant recipient to better coordinate programs and service delivery. Again, the specifics

Attachment: Attachment 2: VTrans Response to Omnitrans Transition Plan (2295 : Consolidated Transportation Services Agency Structure in

of the current VTrans/Omnitrans arrangement may be instructive. VTrans is a grant recipient. It has applied for funds through Omnitrans to directly operate programs under the CTSA umbrella of services. These include the JARC (now 5307) and New Freedom (now 5310) programs that support travel training and other programs. The agencies in the community such as PVW, Loma Linda, and OPARC also apply for funds through Omnitrans. Thus the majority of grants currently go through Omnitrans. As the CTSA, VTrans receives Measure I funds. These can be used to fund programs in their entirety or can be used to match other grants. The original concept of the CTSA legislation was that there be such coordination of funding programs. VTrans then uses portions of its Measure I funding to leverage federal funds by matching grants either for in-house expenditure or through partner agencies. The federal share of most of these goes through Omnitrans already.

[Omnitrans Plan]

As to the maintenance of vehicles, the VTrans vehicle maintenance facility has been in operation for less than 6 months; therefore, the intent is to continue the service for one year to determine if value exists in maintaining the operation. However, the current allowance for private vehicles to be serviced will be discontinued as it negatively impacts private competition and is not an appropriate use of Measure I funds dedicated for CTSA purposes. Other alternatives would also be explored, such as: relocating the service to an Omnitrans facility to reduce overhead costs; or providing direct financial assistance through Measure I funds to qualified recipients to offset the cost of repair of the vehicles in the private sector instead of maintaining a repair facility. The closure of the CTSA maintenance facility would have no impact on Omnitrans Access operations. Our current Access provider, First Transit, has utilized these services on only three occasions recently for minor maintenance (leaf springs replacements). This was required in order to prepare vehicles for turnover inspection by the new Access provider, MV Transportation. However, if the services are critical to current CTSA operations, the service could remain in place until Omnitrans' West Valley Connector Corridor expansion is completed. This project includes construction of a maintenance facility to support all fleet vehicles in the western portion of Omnitrans' service area and replaces a leased facility that is currently located in Rancho Cucamonga.

[VTrans Response]

It is true that VTrans and Omnitrans both operate maintenance programs. That is where the similarity ends. Omnitrans appropriately maintains its fleet of large buses. However, it does not maintain its own fleet of paratransit vehicles – instead contracting for the maintenance of its Access paratransit fleet – the vehicles most similar to the vehicles VTrans is currently providing services to.

Presumably, Omnitrans determined at some point that it was a better business decision to operate paratransit through a contractor rather than providing those services with its in-house staff.

Attachment: Attachment 2: VTrans Response to Omnitrans Transition Plan (2295 : Consolidated Transportation Services Agency Structure in

Furthermore, VTrans provides a unique maintenance service, different from both Omnitrans and its paratransit contractor. Both of those programs have fixed fleets totally under the control of the operators. VTrans, however, provides maintenance services to human service agencies on a voluntary basis. The human service agencies choose to do business with VTrans, and they only pay for the services that they receive. Thus there is a retail-type operating approach to the VTrans shop, including the ability to accept credit card payments for services. This is totally different from anything that Omnitrans has ever done. Only with the current political dialogue regarding Omnitrans expanding into CTSA-type activities has there ever been consideration of it providing retail-type services to outside agencies.

Further, the cost structure of Omnitrans, which is far greater than the cost structure of its Access contractor, also greatly exceeds VTrans' costs. With a unionized shop and overall higher wage and benefit packages than VTrans, Omnitrans could not easily, if ever, approach the sort of operating flexibility or cost competitiveness that attracts voluntary customers. Yet it is the availability of such professional maintenance services to human service agencies that helps them to achieve a level of maintenance quality for their unique vehicle types that is not typically available through other vendors. Thus the similarity of Omnitrans and VTrans maintenance programs ends with both agencies employing mechanics and using wrenches.

Suggesting that funding be made available to the agencies to obtain maintenance services from private vendors demonstrates that complete lack of understanding of why VTrans established an human resource agency maintenance program in the first place. The idea of contributing to maintenance costs is simply a form of subsidy to the agencies that Omnitrans has never otherwise considered. **The original CTSA legislation offered the concept of centralized maintenance to improve the safety of human service fleets, ensure complete record keeping, and to provide services that fit the schedules and unique program needs of agencies.** The VTrans structure emphasizes the point that the CTSA maintenance program fulfills objectives other than cost for the agency customers. In fact, other CTSA maintenance programs may not actually save their agency customers money but instead provide a central source of specialized service with features designed to serve those agencies.

Finally, Omnitrans makes the statement that it would discontinue doing business with other for-profit organizations. It is important to understand that VTrans established its maintenance business to eventually be fully self-sustaining financially. Its labor rate for example is as high as or higher than some other shops in the area and was set at a level to be both competitive yet appealing to voluntary customers. Adding other business to the mix simply provides additional revenue to achieve the objective of sustaining a shop primarily dedicated to the unique needs of the human service community. Further, in working with VTrans' accounting firm to establish business practices, it was acknowledged from the outset that some of the business conducted by the shop would fall outside of the IRS charitable purpose under which VTrans operates. Those familiar with nonprofit corporation law and IRS regulations would readily understand that VTrans will be "Unrelated Business Income" taxes on any profits made on work for private businesses. This is an established practice and is a simple accounting matter that was understood and prepared for by VTrans upon its founding.

[Omnitrans Plan]

Currently, when requested by VTrans, Omnitrans provides end-of-life vehicles for use in their transportation services program. If the transition is approved, an effort can be made to institute a vehicle replacement program for community transportation, much in the same way Omnitrans does with ACCESS vehicles. Barring any funding restrictions, Omnitrans will look into the introduction of CNG replacement vehicles that would not only be environmentally friendly, but would reduce fuel costs. Technology initiatives can also be investigated; such as, notification to clients with interactive on-time arrival system programs and on-line trip reservations. Purchasing annual passes through Measure I for those clients who transition off ACCESS is another program that could benefit clients and reduce costs. The use of the Omnitrans Trapeze software has the ability to track fixed route pass usage and report on the effectiveness of travel training programs. Currently, VTrans has no technology systems to support pass utilization.

[VTrans Response]

Omnitrans mentions that if there is a transition, a vehicle replacement program could be explored. The obvious oversight in this statement is that there is nothing in the current CTSA structure that prevents this now - such a replacement program could be initiated with VTrans. Other transit agencies have already instituted this advanced concept and have used it successfully for years. Further, to date, Omnitrans has provided three former Access vehicles to VTrans for refurbishing and use in its agency programs.

The other suggestions provided in this section by Omnitrans demonstrate its lack of understanding of how human services agencies operate and the goals of their transportation programs. To suggest the introduction of CNG vehicles opens many issues that could complicate operations for human service agencies “but would reduce fuel costs.” Again, the entire focus of Omnitrans transition plan is on cost rather than service quality or customer service. Similarly, the suggestion of technology to notify human service passengers of on-time arrivals demonstrates a lack of understanding of both the nature of the passengers themselves and also the operating style of agency operators.

In addition, the idea of purchasing passes has already been creatively addressed by VTrans as it applies to Inland Regional Center clients. VTrans has worked with its human service agency partners who are now set up as Regional Center vendors and an agreement has been negotiated whereby each agency bills the Regional Center for the fare equivalent that would have been paid for Access service. This results in maintaining the availability of Regional Center funds for transportation programs. Research by VTrans regarding the much lauded Riverside Transit travel training program revealed that its provision of lifetime passes for program graduates resulted in the Inland Regional Center being relieved of the obligation to purchase passes for its clients thus replacing non-transportation Regional Center funds with scarce transportation funds. Any similar proposal in San Bernardino County should be carefully studied before a similar, possibly in appropriate, program is established.

Finally, in the interest of a cooperative relationship, Omnitrans can easily track pass usage by anyone using the system even if the passes are issued by VTrans. Fundamental to the issue of tracking pass usage is the fact that such tracking is done through the electronic fareboxes in Omnitrans buses. No matter what role VTrans may ever have relative to pass distribution or tracking, it will always be the transit agency technology (farebox) that is the source of the data. Omnitrans needs no new arrangement to accomplish this. VTrans currently issues passes to trainees. Management of an expanded pass program would be easy for VTrans to coordinate with Omnitrans. Omnitrans suggests that VTrans is somehow deficient because it does not currently track this data, while in reality, it would be duplicative for VTrans to establish a system to allow it to track usage on Omnitrans controlled vehicles while Omnitrans already possesses the software needed to track usage. VTrans has previously requested that Omnitrans work cooperatively with VTrans to provide longer term passes to allow for the Omnitrans to track pass usage, but was met with resistance. Spokane Transit operates a high profile travel training program through a mobility management vendor (equivalent to a CTSA in CA) and carefully tracks pass usage through the issuance of "smart card" type fare media that are recorded on the farebox upon boarding any bus.

[Omnitrans Plan]

If approved, a "Special Services Department" will be established as a separate department within Omnitrans. The Department will be responsible for oversight of all current CTSA programs as well as supervising Access Service to provide for the full coordination of all services for clients. All administrative support functions will be distributed to existing functions within Omnitrans, such as: Human Resources/Safety and Regulatory Services, Information Technology, Procurement (vehicle procurements), Finance (payroll, grants), Marketing-Planning, and legal services, etc. The ideal situation would be to staff the Department with current VTrans employees as they have in-depth experience of existing social transportation programs, proven leadership, and a "passionate commitment" to the success of current and future social transportation programs. The Director will have a staff of ten (10) employees (refer to Figure#2.) If current VTrans' staff members are retained, the transition to Omnitrans is estimated to take 30-45 days. If recruitment is required to fill the positions, it is estimated that transition and full operation at Omnitrans' East Valley Division would require up to 90 days.

[VTrans Response]

The request by SANBAG on June 3, 2015, (Minute Action: Agenda Item 28) that Omnitrans prepare a financial analysis and transition plan for designation as a CTSA was not the first time that such a request had been made. The potential for consolidation of VTrans and Omnitrans was considered previously. The CEO's of the two organizations were directed by SANBAG to meet and analyze opportunities for potential financial efficiency. The findings of that effort resulted from collaborative discussions between senior executives of VTrans and Omnitrans and an open exchange of information regarding cost details. That effort culminated in a report by SANBAG staff to the Commuter Rail and Transit Committee on January 15, 2015. The SANBAG staff report stated**, "Additionally, it was determined that the Omnitrans maintenance facility locations and service expertise did not fit the needs of the partners VTrans will be serving with their facility. In short, while there can be cost savings**

Attachment: Attachment 2: VTrans Response to Omnitrans Transition Plan (2295 : Consolidated Transportation Services Agency Structure in

achieved through some shared services, there is very little overlap in the positions or services between Omnitrans and VTrans, and the potential for annual savings is relatively minimal." The proposal to create a "Special Services Department" appears to be a contrived restatement of that finding with little additional basis in fact. Omnitrans offered a staff structure that includes the elimination of 4 positions from the VTrans structure, which are not replaced with current Omnitrans staff. This proposal was not based upon any review of position descriptions, staff duties, or employee time allocations. Furthermore, there is no explanation of how Omnitrans can provide effective services utilizing fewer employees to provide the same needed services, and potentially expanding services as additional CTSA services can be provide. Instead, Omnitrans' plan was prepared entirely from speculation and without any details. If it had been based upon real review of positions and staff functions, a conclusion consistent with that stated in January, 2015, would have resulted. The Omnitrans Plan even goes so far as to compliment the VTrans staff as having *"in-depth experience of existing social transportation programs, proven leadership, and a "passionate commitment" to the success of current and future social transportation programs."* Given such strong endorsement of the existing VTrans staff, all employed at a lower cost structure than would likely be experienced if transferred to Omnitrans, there seems little argument in favor of consolidating the organizations.

Omnitrans' proposed structure also notes that there are several items not built into its proposed cost structure, resulting in overall savings, but it is not clear that CTSA funds will be utilized to pay some portion of these existing Omnitrans' costs. For example, the chart at page 5 states that "Accounting, Marketing, Payroll Processing, Legal, and Facilities costs do not apply to this model because they would be integrated into Omnitrans' existing structure without increasing overall costs." To use but one example, VTrans contracts with outside legal counsel for such tasks as reviewing or drafting all agreements with outside agencies, compliance monitoring, etc. Similarly, Omnitrans contracts with outside counsel for its legal services. Any agreements between Omnitrans and outside agencies would require legal review very similar to that conducted by VTrans. This would certainly be at additional expense to Omnitrans. To state that such services could be absorbed with no additional expense is untrue. And if, in fact, Omnitrans is proposing that CTSA funds will not be utilized for overhead expenses related to CTSA functions, what funds will be utilized?

[Omnitrans Plan]

Therefore, the financial analysis only addresses payroll, benefits and services costs without consideration of the 'potential projects' outlined in VTrans' Business Plan. The analysis below compares VTrans' current organization structure costs in terms of payroll, benefits and contracted services based on their FY2015/2016 Budget to Omnitrans' proposed Specialized Services Department. Omnitrans costs are based on the mid-point salary for related positions based on Omnitrans Policy 402 and estimated benefit costs.

[VTrans Response]

There are a number of issues with the proposed staffing plan and financial analysis prepared by Omnitrans. First is the staffing plan. In the absence of any contact with VTrans in the preparation of its Plan, Omnitrans did not have the benefit of detail regarding current VTrans

Attachment: Attachment 2: VTrans Response to Omnitrans Transition Plan (2295 : Consolidated Transportation Services Agency Structure in

staffing plan, duties, position descriptions, etc. Such an analysis would reveal that in fact VTrans employs very few staff members to manage as many programs as it does. There are four (4) in-house operated programs by VTrans. The largest and most labor intensive of these is travel training. Based upon the Easter Seals Project Action model, VTrans focuses its travel training resources on the most difficult consumers to train. These are typically developmentally disabled individuals affiliated in some way with the Inland Regional Center. While their training requires the greatest expertise and takes longer than training seniors, for example, the payoff in ride diversion from ADA paratransit is typically greater than with other groups. This is typically the result of daily use of the system, diversion away from high concentration destinations for Access paratransit, and the freedom of travel that would be completely impossible without intensive training. VTrans employs four (4) full time travel trainers and one (1) program Manager. This is half of the VTrans professional staff. Omnitrans, however, proposes to operate the same program, and maintain its own existing travel training program, with just three travel trainers and no travel training program Manager. There is no explanation for how Omnitrans can provide the same level of service with fewer staff, or continue to expand the program, which Omnitrans recognizes "is a critical element of public service throughout the transit industry" as it "not long reduces costs, but provides a sense of independence for the clients."

Furthermore, the current VTrans' travel training program is funded through a federal grant requiring only 20% local match from Measure I. Thus, cutting the staff for this program has little impact on the Measure I funds to be saved, while at the same time limiting the ability of the proposed CTSA to move people from the more costly Access service to more cost-effective fixed route services. This is a short-sighted approach that, while cutting current staffing costs and making Omnitrans look more "cost-effective" than VTrans, actually ignores the purpose of travel training services, and fails to achieve the program's more important overall long-term cost-savings for Omnitrans that will come with a robust travel training program that moves high-utilization consumers to fixed-route services.

Two other VTrans employees are dedicated to the management of the volunteer driver program and the taxi voucher program. The Omnitrans proposal says nothing of who will operate these programs, despite proposing to take them over. If we presume that the one proposed "Program Administrator" will operate both of these programs, this proposal is not workable and reflects a complete lack of understanding for what is required to operate these programs.

VTrans currently manages or funds a total of three volunteer driver programs and has initiated a new taxi voucher program in recent months, utilizing just two employees. This staffing level is only workable through the use of sophisticated software applied to both programs. The software allows only two employees to manage programs that deal with hundreds of individuals, sophisticated money management techniques, and complex customer oversight to prevent inappropriate use of the program. Despite this, Omnitrans has not clearly stated who will provide these services; it has, at most, provided for one Program Administrator to oversee these expanding programs, as well as any other programs that may be initiated.

Attachment: Attachment 2: VTrans Response to Omnitrans Transition Plan (2295 : Consolidated Transportation Services Agency Structure in

The VTrans maintenance program is staffed with two employees. One is a working Shop Manager; the other is an "A" Mechanic. They are fully dedicated to managing the maintenance program serving six partner agencies and the Inland Regional Center. Their dedicated repair time is carefully documented and becomes a significant part of the invoicing process to the customer agencies. Omnitrans has not proposed to eliminate either of these positions.
VTrans also has a CEO, the Administrative Manager, and an Administrative Assistant. The CEO is dedicated to overall program management, new program development, management of the corporation, Board management, and staff direction. The Administrative Manager fulfills a wide variety of duties but is heavily dedicated to accounting management. She handles all payables, receivables, invoicing, and a wide range of other accounting tasks. She also supports all of the functional departments with reporting, communication with partner organizations, website maintenance, and other tasks. The Administrative Assistant provides necessary support to these Managers and to the functional departments.

Omnitrans has proposed to employ a "Director of Special Services" which presumably would be equivalent to the position of CEO. It has also proposed to employ an Office Administrator, presumably equivalent to VTrans' Administrative Manager, but eliminates the Administrative Assistant that provides support to each of VTrans' programs.

As shown above, Omnitrans has thus done a very minimal job of analyzing duties and identifying necessary staff, or in identifying true cost savings. Though it is never explicitly stated in Omnitrans' plan, the careful comparison above demonstrates that much of the cost-savings Omnitrans purports to achieve is actually through the elimination of several professional-level staff and its small consulting services budget.

Furthermore, Omnitrans purports that the administrative cost-savings resulting from the consolidation will be reinvested in CTSA programs. However, Omnitrans is proposing to cut staffing levels, with no plan for maintaining current staffing levels with fewer personnel, much less a plan for how Omnitrans can grow the CTSA functions and expand existing programs with a smaller, potentially inexperienced staff.

In addition, Figure 1 (Omnitrans' attempted depiction of VTrans' structure), implies that VTrans' entire payroll and related expenses are overhead. The staffing detail provided above clearly establishes that the majority of VTrans payroll is directly dedicated to programs and is in fact largely funded through grants associated with those programs. Omnitrans ignores the fact that the eliminated salaries are not fully funded by Measure I, but are instead funded through federal grants. The characterization of VTrans' overhead as 53% of its Measure I allocation is a meaningless statistic attempting to portray VTrans as a bloated organization. Even a cursory review of VTrans' audited financial statements would confirm the inaccuracy and irrelevance of Figure 1 (reproduced below). [Note: VTrans auditor is chosen by SANBAG]

[Omnitrans' "Proposed Organizational Chart for VTrans]

Structure	Category	Annual Expense
Vtrans' Proposed Organizational Chart (2015-2016) Figure 1	Direct Payroll	$ 702,828
	Benefits, Taxes	$ 289,281
	Services	
	Accounting	$ 58,560
	Legal	$ 53,560
	Consulting	$ 28,000
	Marketing	$ 23,200
	Payroll Processing	$ 7,000
	Services Total	$ 170,320
	Facilities	$ 92,594
	Total Organization Structure/Location Expense	**$ 1,255,023**
	Annual Measure I Revenue	$ 2,354,700
	Share of Measure I	**53%**

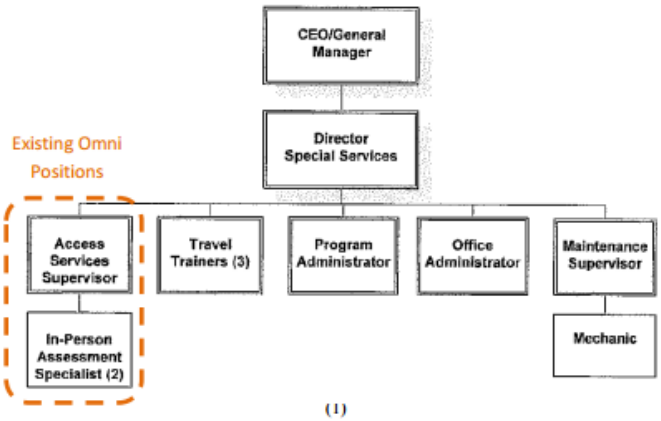
Similarly, Omnitrans' Figure 2 (depicted below) is not an accurate reflection of the comparable costs for providing the services currently provided by VTrans. As explained above, Omnitrans does not explain that it achieves cost savings through a reduction in VTrans' professional staff, nor does it explain how it will fund overhead expenses related to CTSA operations.

In addition, Figure 2 includes a footnote mentioning "below the line positions" which are not included because they are "separately funded positions." This sort of inappropriate mention of such positions can only be intended to confuse the larger staffing issue. The two positions mentioned are dedicated to the management of the Omnitrans ADA eligibility process. They in no way compare to anything in the current VTrans structure, nor are they part of any VTrans program; they have no bearing on the potential consolidation of VTrans and Omnitrans' staff, unless Omnitrans plans to charge the cost of these employees to the CTSA Measure I sometime in the future if the two agencies are consolidated. It is exactly such action which should be SANBAG's greatest fear in any consolidation discussion. What this means is that Omnitrans may be planning to charge existing functions to the CTSA as a way of using the Measure I 2% to cover existing costs.

Attachment: Attachment 2: VTrans Response to Omnitrans Transition Plan (2295 : Consolidated Transportation Services Agency Structure in

[Omnitrans Plan chart]

Structure	Category	Annual Expense
Omnitrans' Proposed Special Services Department Organizational Chart Figure 2	Direct Payroll	$470,948
	Benefits, Taxes	$164,832
	Services	
	Accounting(3)	$ 0
	Legal(3)	$ 0
	Consulting	$ 28,000
	Marketing(3)	$ 0
	Payroll Processing(3)	$ 0
	Services Total	$ 28,000
	Facilities(3)	$ 0
	Total Organization Structure/Location Expense	**$ 663,780**
	Annual Measure I Revenue	$ 2,354,700
	Share of Measure I Allocation	**28%**
	Access Services Supervisor & Assessment Specialist (2) (Existing Omnitrans positions, not charged to Measure I, but maintain existing funding)	$ 178,221



Notes: (1) CEO/GM Salary not included, built into Omnitrans' Cost Structure. (2) Access Services Supervisor and Assessment Specialists included below the line because they are existing, separately funded positions. (3) Accounting, Marketing, Payroll Processing, Legal and Facilities costs do not apply to this model because they would be integrated into Omnitrans' existing structure without increasing overall costs. If VTrans' Maintenance facility is retained, there would be an annual cost of $23,050.

The VTrans Business Plan, unanimously adopted by its Board of Directors on July 15, 2015, identified that only 18.3% of total VTrans revenue is administrative cost. This contrast drastically with the Omnitrans allegation that 53% of funds are spent on administration. Among the inaccuracies that Omnitrans bases its misstatement on is its use of only Measure I revenue against which to calculate overhead. VTrans receives a great deal of federal funding and includes that in its budget. It is against the entire budget that overhead is calculated. Omnitrans would likely be similarly incensed if an outside agency attempted to calculate its administrative expense against only one of its funding sources.

The 18.3 % administrative cost level was based upon the FY 16 budget that was contained in the Business Plan and also adopted unanimously be the SANBAG Rail and Transit Committee at its August 13, 2015, meeting. This administrative budget includes only 3 of VTrans 12 employees. The CEO, Administrative Manager, and the Administrative Assistant are the only employees in the agency that are not fully dedicated to the operation of a specific program. They are included in the administrative category (VTS OPS) category in spite of the fact that the CEO with staff support is largely dedicated to the development of the new services that are specifically identified in its Business Plan or are in current negotiations.

[Omnitrans Plan]

An additional benefit in Omnitrans proposal is the placement of the Access Services Supervisor under the Director of Special Services, which puts the tradeoffs between effectiveness and efficiency of service delivered between Access and Community Partners in one location. This allows one organization the ability to measure and recommend the best service that benefits users of both services.

[VTrans Response]

Recommending the best service models that would truly serve disabled or senior customers would be more likely achieved through dialogue between two organizations each specializing in its unique services. **Omnitrans is the appropriate provider of fixed route and ADA paratransit service while an experienced CTSA is the appropriate coordinating agency for human service transportation.**

Attachment: Attachment 2: VTrans Response to Omnitrans Transition Plan (2295 : Consolidated Transportation Services Agency Structure in

VTrans Transition Issues Not Addressed By Omnitrans

The Omnitrans Transition Plan approved by the Board of Directors on September 2, 2015, and transmitted to SANBAG should be of little assistance to SANBAG in making decisions regarding the future of the CTSA designation. As discussed above, the Plan fails to address some of the most significant issues raised during discussions regarding the future status of the CTSA. The near total focus of the Transition Plan by Omnitrans is on addressing a perceived overlap in functions with an emphasis on administration. It purports to demonstrate substantial cost savings resulting in the consolidation of functions. Yet it mistakenly portrays VTrans direct program costs as administrative expense that could be cut in a consolidation. It goes on to include the existing Omnitrans eligibility function as part of the new "Department" most likely in an effort to charge the cost of that function to the CTSA at some time in the future.

What is totally lacking in the Plan is any consideration of the overwhelming success at the agency and individual customer level of the VTrans' designed service model. The Omnitrans Plan demonstrates no recognition of the high quality of customer service provided by VTrans partner agencies. Instead there is mention of Omnitrans looking at integrating the "community routes" into other Omnitrans services to achieve efficiencies. This appears to be a veiled reference to redirecting the agency trips back onto some form of Access service most likely to achieve productivity objectives rather than considering the service quality that is inherent in the agency provided model. Such a single-minded focus on cost and efficiency is the sole premise of the Omnitrans Plan.

The Plan also leaves out major elements needing consideration in any consolidation effort. These are addressed below.

<u>VTrans Measure I Accumulation</u>

Discussions by SANBAG in recent weeks have highlighted the accumulation of Measure I funds by VTrans since its inception. To date, a balance of approximately $5.3 million has been accumulated. SANBAG directed VTrans to redraft its Strategic Plan to address the issue of the accumulated funds. It could be inferred that such focus by SANBAG suggests dissatisfaction with the amount of the accumulated Measure I funds. As explained by VTrans in its revised 5-Year Strategic Plan, approximately $3.3 million of this balance accumulated between the time Measure I was approved and the time VTrans was up and running as an organization and able to begin obligating Measure I funds. While VTrans could have begun funding programs earlier by committing to fund projects with 100% Measure I funds, it instead worked with its Community Partners to leverage federal funds, committing Measure I money as local match, and maintaining a reserve to ensure the long-term viability of the established programs in the event that federal funding was cut or eliminated in the future, given the uncertainties created by the economic recession and the inability of Congress to pass a long-term federal transportation funding bill.

VTrans has approved a revised 5-Year Strategic Plan, which responds to SANBAG's request for delineation of a long term spending plan with specific program investment concepts and estimated allocations, assuming that the federal programs might eventually be reaffirmed for the long term, thus relieving VTrans of the need to retain Measure I funds for potential replacement of federal funds.

The Omnitrans Plan makes little mention of the VTrans Measure I accumulation and offers no plan for its future investment. Just as SANBAG has asked VTrans to provide a long-term investment plan, SANBAG should have requested that Omnitrans provide a similar plan. The Plan version sent to SANBAG by Omnitrans on September 2, 2015, simply states, "The CTSA funds held in reserve can be used to pursue and further expand the programs currently in use by VTrans to enhance the CTSA footprint and service it provides." This statement by Omnitrans suggests not only that VTrans has presented a quality program for service expansion but also that Omnitrans has no other plan of its own for application of the accumulated funds.

Ongoing Obligations of VTrans

VTrans is a nonprofit corporation. Since being formed in 2010, the corporation has entered into many agreements with other entities in order to conduct business. The Table below lists all of the agreements currently in place with VTrans. These include agreements with SANBAG, Omnitrans, the Federal Transit Administration, human service agencies, landlords, banking institutions, and more. These agreements vary in length, terms, financial risks or consequences, and complexity. The Omnitrans Plan fails completely to consider a process for addressing these ongoing obligations in the proposed transition. Its Plan naively suggests that a transition could occur in a period of 30 to 90 days depending upon which VTrans employees become employees of Omnitrans. No consideration is given to the myriad of legal agreements and outstanding obligations that would need to be addressed by Omnitrans in taking over the CTSA functions As shown in the table below, many could not be transitioned to Omnitrans within 90 days, if at all.

Attachment: Attachment 2: VTrans Response to Omnitrans Transition Plan (2295 : Consolidated Transportation Services Agency Structure in

VTRANS' OBLIGATIONS							
Nature of Contract	**Contracting Entity**	**Federal Funds Leveraged**	**Obligated Measure I Funds**	**Term**	**Ability to Terminate**	**Ability to Assign**	**Remaining VTrans Obligation**
Community Partner Agreements	Pomona Valley Workshop	$892,023	$362,882.67	1/1/12 to 12/31/18	For cause or no funding	With VTrans consent	$81,200.84
	Central City Lutheran Mission	$290,538	$201,914.39	1/1/12 to 12/31/18	For cause or no funding	With VTrans consent	$102,468.42
	Community Senior Services	$282,000	$220,000	1/1/12 to 12/31/18	For cause or no funding	With VTrans consent	$107,661.54
	OPARC transport	$726,248	$302,075	3/1/14 to 2/28/17	For cause or no funding	With VTrans consent	$185,926.99
	211 Mobility Manager	$241,745	$60,436	3/1/14 to 2/28/2017	For cause or no funding	With VTrans consent	$59,394.09
	211 One-Click	$227,240	$56,810	2/1/12 to 12/31/15	For cause or no funding	With VTrans consent	$33,810.00
	City of Fontana	$180,000	No final agreement yet				To be determined
	Loma Linda	$116,622.50	$116,622.50	2/1/12 to 12/31/15	For cause or no funding	With VTrans consent	$1,962.90
	YMCA Rancho/ Fontana	$106,861	No final agreement yet				To be determined
	Ontario/Montclair YMCA operating	$50,600	$59,720	9/1/14 to 8/31/16	For cause or no funding	With VTrans consent	$43,631.66
	ISS	N/A	$41,000	No final agreement yet	For cause or no funding	With VTrans consent	$41,000, plus vehicle and maintenance for term of lease
	TREP – VVTA		N/A				N/A
	TREP – MARTA		N/A				N/A
	TREP – MBTA		N/A				N/A
	TFCF	N/A	$31,630	7/1/15 to 6/30/16	For cause or no funding	With VTrans consent	$31,630
	Total Federal Funds Leveraged for Community Partners		**$3,113,877.50**		**Total Outstanding Measure I Obligation to CP**		**$647,686.44, plus partner agreements in process**
Funding Awards to VTrans	Travel Training	$1,043,002.70 JARC $625,802 NF	$246,779	2/1/12 to 2/1/18, or when	No Provision	No Provision	$200,542

(Federal, Caltrans, Kaiser, Measure I)				funds exhaust			
	TREP	$30,000 JARC/ $120,000 NF (minus 4% admin charge by Omnitrans)	$150,000	5/7/14 to 5/7/17, or when funds exhaust	No Provision	No Provision	$118,777.31
	Taxi Voucher	$100,000 JARC (minus 4% admin charge by Omnitrans)	$300,000	5/1/14 to 5/1/17, or when funds exhaust	No Provision	No Provision	$258,210.66
	SANBAG MOU	N/A	2% of Measure I revenue (approx. $2.4 M per yr)	Thru June 30, 2018	SANBAG may terminate for breach of MOU (30 day period to cure);	Only with SANBAG's consent	To return *unobligated* funds to SANBAG in the event of termination for breach
	Rural TREP	$300,000	N/A	No final agreement yet			
	Total Federal Funds Leveraged for TT, TREP, Taxi		**$1,237,147**		**Total Outstanding Measure I Obligation for TT, TREP, Taxi**		**$577,530**
Cooperative Agreements with Omnitrans	Maintenance Vehicle Overflow	N/A	N/A				To provide maintenance services, as needed, on reimbursement basis
	Bus Passes	N/A					
	Training Bus	N/A	$8,000	Thru 2/15/15	For cause or no funds	VTrans must consent	VTrans can use training bus up to 100 hours/year; joint training events do not count toward maximum
Fleet Maintenance Agreements	OPARC	N/A	N/A	Thru 12/31/17	On 30 days notice	With OPARC's consent	Provide service to OPARC fleet - $90/hour
	PVW	N/A	N/A	Thru 12/31/17	On 30 days notice	With PVW's consent	Provide service to PVW fleet - $90/hour
	CCLM	N/A	N/A	Thru 12/31/17	On 30 days notice	With CCLM's consent	Provide service to CCLM fleet - $90/hour
	IRC	N/A	N/A	Ongoing	N/A	With IRC's	Provide inspection and

Attachment: Attachment 2: VTrans Response to Omnitrans Transition Plan (2295 : Consolidated Transportation Services Agency Structure in

						consent	re-inspection services to IRC vendors
Leases	HQ	N/A	Variable monthly rent	11/1/13 to 10/31/18	N/A	With landlord consent	$139,009, plus $3,084 security deposit, utilities, and taxes
	Maintenance Facility	N/A	Variable monthly rent	10/1/13 to 9/30/18	N/A	With lessor consent	$131,483.96, plus $4,500 security deposit, utilities, and taxes
	Copier	N/A	$390 per month	1/1/13 to 4/1/16	No Provision	With Consent of Lessor	$2,730
	Total Outstanding Measure I Obligation for Leases if New Tenant Cannot be Found Prior to Contract Expiration						**$273,222.96 + utilities, taxes, and potential loss of security deposits**
Other Vendors	CabConnect (Taxi-Program)	N/A	$0.35per transaction $300/mo minimum	Thru August 1, 2016	No Provision	Only assignable by vendor	$3,600
Overall Total of Federal Funds Leveraged with VTrans Funded Programs							
Overall Totals of VTrans' Outstanding Measure I Obligations							**$1,417,256.60 for CTSA Programs, plus New Community Partner Agreements in Process** **$276,822.96, plus utilities and taxes for Operations**

Attachment: Attachment 2: VTrans Response to Omnitrans Transition Plan (2295 : Consolidated Transportation Services Agency Structure in

Technology

At one point, the Omnitrans Plan indicates that VTrans "has no technology systems to support pass utilization." This is the entire focus of the transition Plan regarding technology. The Plan overlooks that fact that VTrans uses state-of-the-art technology to manage virtually all of its programs. Specifically, VTrans uses proprietary software to manage its volunteer driver program, its travel training program, and has also provided technology to PVW. This technology is available to organizations with which Innovative Paradigms has a business relationship. It is not available in the general marketplace.

Great detail is provided regarding VTrans use of technology in the adopted Business Plan. The Plan points out how extensive VTrans use of technology really is. Among other advanced features are the incorporation of Lyft, the on-demand ride service, into its taxi subsidy program. Further, VTrans is able to load taxi value onto user cards directly from its office computers. Finally, VTrans offers volunteer driver program participants to enroll through a web application and automatically make payments for miles operated directly to participants' bank accounts rather than using checks sent by mail. Such features are state-of-the-art and mirror the most advanced of private sector companies.

Table Further Consideration of Re-designation of the CTSA through 2020.

VTrans believes that the foregoing discussion demonstrates that VTrans is the appropriate CTSA, and respectfully requests that SANBAG consider extending its MOU for funding through 2020, to allow VTrans the opportunity to implement its Strategic Plan. This period would also allow additional time to demonstrate the appropriateness of the service delivery model whereby Omnitrans fulfills its mass transportation mission and VTrans fulfills its community coordination Mission.

A. Proposal to Form a CTSA Advisory Committee

Consistent with SANBAG's desire to find additional efficiencies prior to June 30, 2018, and in the interest of improving CTSA services, VTrans suggests that VTrans, SANBAG, and Omnitrans form a Board to Board Advisory Committee, including two members appointed by each Board, to meet quarterly to assist in the better coordination of CTSA and transit services.

The proposed Committee, with the support of staff from each agency, would be available to assist with evaluation and implementation of potential areas for cooperation between Omni and VTrans, as set forth below.

B. Potential Areas for Improved Coordination

1. Expansion of the Travel Training Program

While VTrans and Omnitrans already work very closely to coordinate their existing Travel Training Programs, VTrans would like to explore the potential for improving the

method of identifying potential trainees referred to VTrans for one-on-one training. VTrans would like to work with Omnitrans to identify Omnitrans' "frequent-flyers" on Access, and work with those passengers, as appropriate, to transition them to fixed-route service through travel training.

VTrans can also evaluate the RTA Travel Training program and determine if there are features that can be implemented in the agencies' current travel training programs to achieve higher efficiencies.

It is critical to consider issues related to the Regional Center in any discussion of such concepts as lifetime passes for travel training graduates. At the present time, the Inland Regional Center pays for transit passes as part of its ongoing client support. When Riverside Transit chose to institute the lifetime pass concept, it replaced Regional Center funding for passes with transit funding. Such a decision is highly questionable should be carefully evaluated before any such action is taken in San Bernardino County.

2. Expansion and Coordination of the Taxi and Volunteer Driver Programs

These programs have the potential for serving as a cost-effective alternative to Access for some of the most difficult to serve clients. VTrans would like to work with Omnitrans to develop a strategy and mechanism for identify such clients and ensuring that they are connected with VTrans staff which can assist with identifying a program that will serve their special needs.

3. Bus Re-Use Program

In 2014, Omnitrans transferred three retired, accessible vehicles to VTrans. VTrans repaired and updated the vehicles and is now able to loan them to its Community Partners to minimize service disruptions while their vehicles are being serviced at the VTrans Maintenance Facility.

VTrans is also working with Independent Support Services, and has provided one of these vehicles to them on an annual basis for the establishment of a trial transportation program.
VTrans would like to work with Omnitrans to explore the potential for broadening the bus re-use program, as suggested in Omnitrans' Transition Plan.

4. Identify Opportunities to Coordinate with OmniGo and Access

Omnitrans' transition plan suggests that there may be opportunities to integrate OmniGo and Access operations to benefit Measure I stakeholders. However, there is no need to transition the CTSA designation in order to explore this potential. VTrans would like to work with Omnitrans to identify such opportunities.

Attachment: Attachment 2: VTrans Response to Omnitrans Transition Plan (2295 : Consolidated Transportation Services Agency Structure in

For example, VTrans would like to work with Omnitrans staff to explore the potential for funding non-ADA trips to be provided by OmniGo and/or Access to take advantage of any available capacity that may exist in these programs due to the transition of high-frequency riders to other CTSA-sponsored programs.

5. Improved Tracking of Pass Usage

As discussed above, VTrans is currently exploring with the Inland Regional Center (IRC) the idea of a reloadable payment card that will allow VTrans and Omnitrans to track the transit use of IRC clients who have been travel-trained. Tracking these clients will allow for better reporting on the long-term benefits of travel-training to the Access system, similar to the life-time passes provided by the Riverside Transit Agency.

In addition, Omnitrans can track pass usage by anyone using the system - no new arrangement is needed to accomplish this. Omnitrans has suggested that VTrans is somehow deficient because it does not currently track this data, but it would be duplicative for VTrans to establish a system to allow it to track usage on Omnitrans controlled vehicles while Omnitrans already possesses the software needed to track usage. VTrans and Omnitrans should better coordinate on this issue to provide the data that is needed to evaluate the impact of CTSA programs.

Attachment: Attachment 2: VTrans Response to Omnitrans Transition Plan (2295 : Consolidated Transportation Services Agency Structure in

Attachment 3

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San Bernardino, CA 9241
909-379-710
www.omnitrans.org

DATE: October 27, 2015

TO: Andrea Zureick, Director of Fund Administration and Programming, SANBAG

FROM: P. Scott Graham, CEO/General Manager, Omnitrans PSG

SUBJECT: Omnitrans CTSA Transition Plan and Financial Analysis

The following information is provided in response to your letter dated October 14, 2015, requesting clarification and/or additional information regarding Omnitrans Proposed CTSA Transition Plan and Financial Analysis that was approved by the Omnitrans Board of Directors on September 2, 2015.

1) In past discussions at SANBAG meetings, there has been speculation on the part of VTrans and some community organizations that Omnitrans would eliminate the transportation programs established by agencies such as PVW, OPARC, and Loma Linda in favor of some other in-house alternative or for programs through the current Access contractor. Can Omnitrans say definitively that they will not eliminate the transportation programs that currently exist and are coordinated with VTrans?

   Yes, Omnitrans definitively "supports" and "will not eliminate" transportation programs operated by health and human service providers such as PVW, OPARC and Loma Linda that currently exist and are coordinated with VTrans.

2) While the Omnitrans plan refers to some overlap between VTrans and Omnitrans staff in travel training, it does not detail how you can achieve the same level of service as currently achieved in these efforts while eliminating a Program Manager position and a travel Trainer position that currently exist in the VTrans Program. Please expand on your plan for maintaining or expanding this program with the reduced staffing levels.

   At this time, it is difficult to measure the value of a Program Manager. VTrans' statement that Omnitrans "does not detail how you (Omnitrans) can achieve the same level of service as currently achieved" by eliminating a Program Manager position and a travel trainer position. Without a quantitative/measureable description on what the VTrans' Program Manager and travel trainers have achieved, alternatives to their program is problematic. However, Omnitrans was asked to measure the transition of one VTran' travel training program to fixed route that occurred with 127 clients between September 2012 and March 2015; the cost was $4,600 per trainee. As transition of these trainees to fixed route occurred on a very small scale, it appeared that in the interview process it would have been beneficial to establish a success factor for the client. If barriers do exist and the success factor is low, the client should remain on the Access program. Results of that training program are outlined in the Financial Analysis Proposed Structure 2: Omnitrans' Refined Structure.

Attachment: Attachment 3: Omnitrans Reponse to SANBAG Questions (2295 : Consolidated Transportation Services Agency Structure in San

Other transit agencies such as Riverside Transit Agency (RTA) have programs that seem to be effective with a much broader group. The RTA Director of Contract Operations, who is also the CTSA administrator, also provides oversight of the Travel Training Program. The program, known as "Freedom to Go" has 2 FTE travel trainers and one (1) FTE program supervisor. The program supervisor identifies a referral either from an outside source, or from their internal DAR certification process. Training from the internal certification process, youth programs and veterans reached approximately 360 clients a month with a retention rate of 85%. Similarly, OCTA has a Community Transportation Manager who administers a number of community-based and coordinated programs that support special needs populations for seniors, persons with disabilities, and persons of low income. The Community Transportation Manager also has a Community Transportation Coordinator position which is responsible for administering CTSA programs such as the Senior Mobility Program. This program has built momentum over the past eight (8) years to where OCTA administers the program in 31 cities within Orange County. The program accounts for approximately 270,000 trips annually. Yes, a closer look at the travel training program seems warranted. If the investment in a Program Manager is considered the best decision, then the organizational structure in proposed structure #1 would remain. Travel training must be done with a purpose, with clear goals, objectives and measureable targets.

3) VTrans currently operates the taxi voucher and travel reimbursement programs with a Program Manager and Program Coordinator. Omnitrans proposes to eliminate the Program Coordinator position. As above please explain how the proposed structure can achieve the same or greater objectives while eliminating a position. Additionally, VTrans uses proprietary software in managing these programs that is only available to organizations that have a business relationship with Innovative Paradigms. Please explain whether you have in-house capabilities for a similar program or would be able to partner with Innovative Paradigms and at what cost.

   VTrans would not provide "what the Program Coordinator has achieved"; therefore, a comparison could not be made; nor was a further explanation provided when requested.

   If Omnitrans assumes the role of the CTSA, staff will review Innovative Paradigms proprietary software to determine whether there is any interest or value. Although there has not been an opportunity to use the program, Omnitrans does not envision this as an obstacle. If Omnitrans does assume the role of CTSA, it would anticipate VTrans has a contract in place with Innovative Paradigms that would enable Omnitrans to use the software until a decision is made whether to continue with their program. If VTrans terminates the contract prior to Omnitrans assuming the CTSA role, it would be challenging, but not a "show stopper" for Omnitrans to recover and create effective software to continue operations. Omnitrans has developed software programs through its Information and Technology Department. In addition, Omnitrans has a number of programs that are unavailable to VTrans that could possibly substitute for Innovative Paradigms proprietary software.

4) Omnitrans proposes to remove an administrative assistant position and does not show a similar position in the new department. While we assume there will be administrative support for this new department provided by existing Omnitrans staff, please confirm that the CTSA Measure I will not be expected to contribute toward that position. Also please confirm that Omnitrans will not expect the CTSA Measure I to fund any agency overhead or costs related to the accounting, legal, marketing, and payroll processing costs that have been removed from the financial analysis. If there will be some sort of overhead expectation from the CTSA Measure I, please include that in the financial analysis.

   A cost allocation of 3.27 percent would be applied to the administrative support of assuming the CTSA operations." This allocation is contained in Table 2A and 3A. It is covered under miscellaneous expenses; office supplies, postage, duplicating, phone, utilities minor equipment and office furniture, facility maintenance and supplies) for a total of $76,998. The CAP plus facility cost, legal, and consulting services total $170,948 compared to the current CTSA services and facilities cost of $262,914.

5) Omnitrans has removed the cost of the maintenance facility from the financial analysis and stated that if it is maintained it will result in an additional $23,050 of Measure I. The current cost in VTrans budget for the facility is $40,950. Please add this facility cost back into the financial analysis since you are planning to keep the facility at least in the short term.

   This has been added back into the facility cost.

6) As mentioned in the report, the comparison of Measure I savings realized by consolidation only applies if Federal funds are lost in the future for the various programs VTrans operates. Please determine the Measure I savings if federal funds are maintained, as this would represent an "opening day" scenario. Currently the TREP program is subsidized at 50% federal and the travel training program is subsidized at 80% federal.

   During the last federal funding cycle for these types of programs, SANBAG successfully achieved local control of the allocation of federal funding for programs like TREP and Travel Training. As such, the goal of maximizing the services provided from Measure I's CTSA set aside is exactly in line with maximizing the population-allocated federal funds SANBAG allots through grants. By achieving administrative savings, both local and federal dollars already allocated to the San Bernardino Valley are saved within the region and for the region. This leaves more funds designated for the Valley to be used to provide service. The CTSA and proposed Omnitrans budget is reflected in each table provided.

7) Another common theme in past discussions at SANBAG meetings is the cost of a public employee versus a non-profit employee. Assuming the administrative assistant position is still eliminated from CTSA Measure I contribution, please prepare a cost comparison assuming the professional positions are not eliminated so that there can be a one-to-one comparison of the cost of doing business in a consolidated scenario versus separate entities.

Cost comparison is contained in CTSA Financial Analysis; Table 2A: Omnitrans with VTrans Structure

If you require additional information, please do not hesitate to contact me.

PSG

Attachment – CTSA Financial Analysis

Attachment: Attachment 3: Omnitrans Reponse to SANBAG Questions (2295 : Consolidated Transportation Services Agency Structure in San

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CTSA Financial Analysis

Summary of Findings

In total, VTrans' FY2016 budget has $1.3 million of payroll, taxes, benefits, services, facilities and miscellaneous expenses, $967,834 of this is paid for by Measure I. Omnitrans proposes two structures which offer total spending reduction on these items by 20% or 45% depending on the structure chosen.

The first structure maintains the basic VTrans structure within Omnitrans. The second structure reorganizes based on Omnitrans estimated needs. High level findings are in the bullets below with supporting detail on the following pages.

- **Proposed Structure 1 (Omnitrans' with basic VTrans Structure):** Total payroll, taxes, benefits, services, facilities, etc costs are reduced by $196,954 per year to $1.1 million, a reduction of 14.9%. Looking only at the portion funded by Measure I, total savings is estimated at $179,045 per year, a reduction of 18.5%. This is nearly $1.8 million over ten years, which is nearly 80% of a full year's Measure I Funding. Savings are found primarily by eliminating duplicative administrative functions like accounting, payroll processing, facilities, and replacing them with Omnitrans capital allocation plan at a much lower rate.
- **Proposed Structure 2 (Omnitrans revised structure):** Total payroll, taxes, benefits, services, facilities, etc costs are reduced by $580,467 per year to $738,280, a reduction of 44.0%. Looking only at the portion funded by Measure I, total savings is estimated at $272,035 per year, a reduction of 28.1%. This is nearly $2.8 million over ten years, which is more than a full year of Measure I CTSA funding. Similar savings are found on the duplicative administrative functions, but Omnitrans also proposes reducing the size of the travel training program and other program administration.

Background

The analysis on the following pages compares VTrans' current organization structure costs in terms of payroll, benefits and contracted services based on their FY2015/2016 Budget (Table 1) to VTrans current Structure within Omnitrans (Table 2a and 2b) and then to Omnitrans' proposed Specialized Services Department (Table 3a and 3b). Omnitrans costs are based on the mid-point salary for related positions based on Omnitrans Policy 402 and estimated benefit costs, with the exception of the Director position, which is put at the 75% mark of the salary range.

As of 10/27/15

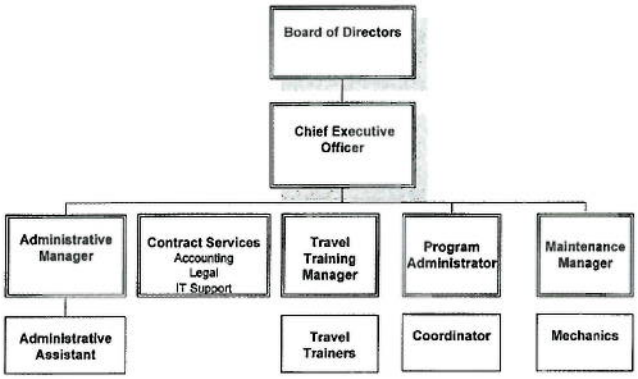
Attachment: Attachment 3: Omnitrans Reponse to SANBAG Questions (2295 : Consolidated Transportation Services Agency Structure in San

Table 1 below, shows VTrans based on their FY2015/2016 budget. The share of Measure I (MSI) and Federal Funds are estimated based on the grants and budgets for the individually funded programs.

TABLE 1: VTRANS' ORGANIZATION STRUCTURE

Structure

Vtrans' Proposed Organizational Chart (2015-2016)
Figure 1



Category	MSI	Federal	Total Expens
Direct Payroll*	$457,271	$245,557	$ 702,82
Benefits, Taxes	$183,925	$105,356	$ 289,28
Services			
Accounting	$ 58,560	$ 0	$ 58,56
Legal	$ 53,560	$ 0	$ 53,56
Consulting	$ 28,000	$ 0	$ 28,00
Marketing	$ 23,200	$ 0	$ 23,20
Payroll Processing	$ 7,000	$ 0	$ 7,00
Services Total	$170,320	$ 0	$ 170,32
Facilities	$ 92,594	$ 0	$ 92,59
Misc. Expenses (Office Supplies, Postage, Duplicating, Phone, Utilities, Minor Equip & Office Furniture, Facility Maint & Supplies)	$63,724	$ 0	$ 63,72
Total Organization Structure/Location Expense	**$967,834**	**$350,913**	**$ 1,318,74**
Annual Measure I Revenue	$2,354,700		$ 2,354,70
Share of Measure I	**41%**		**56%**

*Excludes Rural TREP payroll of $46,992 because it was non-Valley funds and because it wasn't in the initial data provided
Note: 80% of Travel Training and 50% of Valley TREP payroll/benefits are federally funded

Potential Structure 1: Omnitrans with VTrans' Structure

Table 2a shows the overall structural costs, and Table 2b shows the salary and benefit assumptions for each position if VTrans' Structure was placed within Omnitrans.

In this option, total payroll, taxes, benefits, services, facilities, etc costs are reduced by $196,954 per year to $1.1 million, a reduction of 14.9% compared to the current VTrans FY2015-2016 budget. Looking only at the portion funded by Measure I, total savings is estimated at $179,045 per year, a reduction of 18.5%. This is nearly $1.8 million over ten years, which is nearly equivalent to 80% of an entire year of Measure I Funding.

Savings are found primarily by eliminating duplicative administrative functions like accounting, legal, payroll processing, and miscellaneous expenses which VTrans currently pays $234,044 per year on and replacing them by Omnitrans capital allocation plan of $76,998 plus a remaining $25,000 for legal expenses and carrying over the $28,000 VTrans budgets annual for consultants. Additionally, facilities costs are significantly reduced.

As of 10/27/15

TABLE 2A: OMNITRANS WITH VTRANS' STRUCTURE

Structure

Category	MSI	Federal	Annual Expense
Direct Payroll(*)	$457,672	$246,658	$704,330
Benefits, Taxes	$160,169	$86,346	$246,515
Services			
Accounting(2)	$ 0	$ 0	$ 0
Legal(2)	$ 25,000	$ 0	$ 25,000
Consulting	$ 28,000	$ 0	$ 28,000
Marketing(2)	$ 0	$ 0	$ 0
Payroll Processing(2)	$ 0	$ 0	$ 0
Services Total	$ 53,000	$ 0	$ 53,000
Facilities	$ 40,950	$ 0	$ 40,950
Misc. Expenses	$ 0	$ 0	$ 0
Omnitrans CAP 3.27% of total MSI Funding covers Accounting, Legal, Marketing, Payroll and Misc. Expenses).	**$ 76,998**	$ 0	**$ 76,998**
Total Organization Structure/Location Expense	**$788,789**	**$333,004**	**$1,121,793**
Annual Measure I Revenue	$2,354,700		$2,354,700
Share of Measure I Allocation	**33%**		**48%**
Access Services Supervisor & Assessment Specialist (2) (Existing Omnitrans positions, not charged to Measure I, but maintain existing funding)			$ 178,221

Notes: (1) Access Services Supervisor and Assessment Specialists included below the line because they are existing, separately funded positions. (2) Accounting, Marketing, Payroll Processing, and Facilities (except maintenance facility) and Misc. Expenses are funded through Omnitrans CAP

As of 10/27/15

Attachment: Attachment 3: Omnitrans Reponse to SANBAG Questions (2295 : Consolidated Transportation Services Agency Structure in San

TABLE 2B: OMNITRANS WITH VTRANS' STRUCTURE (SALARY AND BENEFITS)

Policy 402 Level		Low	Mid	High	Q	Payroll	Benefits
2	Director	$7,400	$9,188	$10,977	1	$120,990	$42,347
5	Administrative Manager	$4,824	$5,825	$6,711	1	$69,900	$24,465
8	Administrative Assistant	$3,383	$3,940	$4,498	1	$47,280	$16,548
5	Travel Training Manager	$4,824	$5,825	$6,711	1	$69,900	$24,465
9	Travel Trainer	$2,841	$3,318	$3,796	4	$159,264	$55,742
5	Program Administrator	$4,824	$5,825	$6,711	1	$69,900	$24,465
7	Coordinator	$3,953	$4,738	$5,523	1	$56,844	$19,895
5	Maintenance Manager (Shift Supervisor)	$4,824	$5,825	$6,711	1	$69,900	$24,465
Teamster	Mechanic		$3,363		1	$40,352	$14,123
	Total of CTSA Carryover Positions to Omnitrans					**$704,330**	**$246,515**
6	Operations Services Supervisor	$4,249	$5,091	$5,933	1	$61,092	$21,382
Teamster	Eligibility Admin		$2,933		2	$70,387	$25,360
	Existing Omnitrans Positions (Maintain Existing Omnitrans Funding)					**$131,479**	**$46,742**

Proposed Structure 2: Omnitrans' Refined Structure

Table 3a shows the overall structural costs and Table 3b shows the salary and benefit assumptions for each position with Omnitrans' Proposed Structure.

Within the structure below, Omnitrans proposes reductions to the FTE in the Travel Training section. During Omnitrans Cost-Benefit Analysis of VTrans programs completed in March 2015, Omnitrans found that VTrans completed an average of 4.7 disabled individual trainings between September 2012 and March 2015 {Omnitrans evaluations are based on training of disabled individuals (62% of training) rather than all individuals (Seniors, Students, those with low-income), because only the Disabled trainees provide Access costs savings}. With a staff that has been as high as five in the training section (four trainers and a travel training manager), investment in personnel did not match the typical training load per employee of similar programs. During the same period, Omnitrans estimated that the cost per disabled training was $4,600 per disabled individual trained.

Travel training to date has shown limited success. During the 2+ years evaluated, VTrans completed individual training of 204 individual and only 62% of them (127) were consider disabled, and hence, potentially eligible for Access. To accomplish this VTrans spent over $588,165 on travel training. Omnitrans believes a better evaluation process would be more practical in producing a more cost effective program. Prioritizing clients as to their success factor in transitioning from Access to Fixed Route is critical. Those clients with a low success factor rating would remain on Access. The program supervisor would be tasked to identify referrals from an outside source or from their internal Access certification process.

In order to generate a return on investment, each client trained needs to mitigate 455 Access trips. This would normally take over 28 months. Omnitrans cannot determine the success of the program because only a 31-day passes is provided following training. In those 31 days, only 79.5% of those trained used the pass which means that 20% of those that are trained never try fixed route after the initial training. We have no way to determine the long term use of these passes. Because of the limited success of travel training program at VTrans, Omnitrans reduces

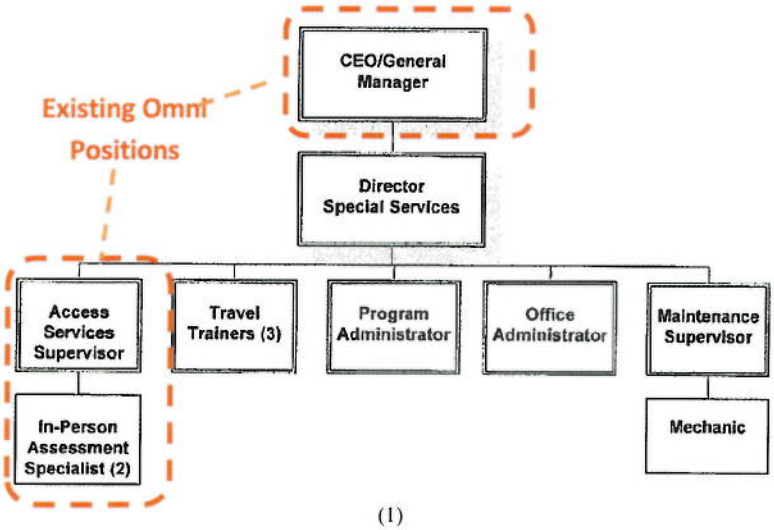
the investment in the program. Overtime, this can be adjusted based on the need of the program or a desire to increase the breadth of the program to focus on other target audiences.

In Omnitrans proposed structure total payroll, taxes, benefits, services, facilities, etc costs are reduced by $580,467 per year to $738,280, a reduction of 44.0%. Looking only at the portion funded by Measure I, total savings is estimated at $272,035 per year, a reduction of 28.1%. This is nearly $2.8 million over ten years of Measure I, which is more than a full year of Measure I CTSA Funding.

TABLE 3A: OMNITRANS' PROPOSED STRUCTURE

Structure

Omnitrans' Proposed
Special Services Department Organizational Chart
Figure 2



(1)

Category	MSI	Federal	Annual Expense
Direct Payroll(*)	$356,262	$125,420	$481,68
Benefits, Taxes	$168,589	$43,897	$168,58
Services			
Accounting(3)	$ 0	$ 0	$
Legal(3)	$ 25,000	$ 0	$ 25,00
Consulting	$ 28,000	$ 0	$ 28,00
Marketing(3)	$ 0	$ 0	$
Payroll Processing(3)	$ 0	$ 0	$
Services Total	$ 53,000	$ 0	$ 53,00
Facilities(3)	$ 40,950	$ 0	$ 40,95
Misc. Expenses	$ 0	$ 0	$
Omnitrans CAP (3.27% of total MSI Funding covers Accounting, Legal, Marketing, Payroll and Misc. Expenses).	**$ 76,998**	$ 0	**$ 76,99**
Total Organization Structure/Location Expense	**$695,799**	**$169,317**	**$ 738,28**
Annual Measure I Revenue	$2,354,700		$2,354,70
Share of Measure I Allocation	**30%**		**31%**
Access Services Supervisor & Assessment Specialist (2) (Existing Omnitrans positions, not charged to Measure I, but maintain existing funding)			$ 178,22

Notes: (1) CEO/GM Salary not included, built into Omnitrans, (2)' Cost Structure and Access Services Supervisor and Assessment Specialists included below the line because they are existing, separately funded positions. (3) Accounting, Marketing, Payroll Processing, and Facilities (except maintenance facility) and Misc. Expenses are funded through Omnitrans CAP (*) Assumes 80% of Travel Training is covered by federal grants and assumes that 25% if Program Administrator is covered by grants (25% from 50% share of federal funds on 50% share of work in this program)

As of 10/27/15

Attachment: Attachment 3: Omnitrans Reponse to SANBAG Questions (2295 : Consolidated Transportation Services Agency Structure in San

TABLE 3B: OMNITRANS' PROPOSED STRUCTURE

Policy 402 Level		Low	Mid	High	Q	Payroll	Benefits
2	Director	$ 7,400	$ 9,188	$ 10,977	1	$ 120,990	$42,347
9	Travel Trainer	$ 2,841	$ 3,318	$ 3,796	3	$ 119,448	$ 41,807
5	Program Administrator	$ 4,824	$ 5,825	$ 6,711	1	$ 69,900	$ 24,465
6	Office Administrator	$ 4,249	$ 5,091	$ 5,933	1	$ 61,092	$ 21,382
5	Maintenance Manager (Shift Supervisor)	$ 4,824	$ 5,825	$ 6,711	1	$ 69,900	$ 24,465
Teamster	Mechanic		$ 3,363		1	$ 40,352	$ 14,123
			Total of CTSA Carryover Positions to Omnitrans			**$ 481,682**	**$ 168,589**
6	Operations Services Supervisor	$ 4,249	$ 5,091	$ 5,933	1	$ 61,092	$ 21,382
Teamster	Eligibility Admin		$ 2,933		2	$ 70,387	$ 25,360
			Existing Omnitrans Positions (Maintain Existing Omnitrans Funding)			**$ 131,479**	**$ 46,742**

As of 10/27/15

RESOLUTION NO. 16-005

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION DESIGNATING OMNITRANS AS A CONSOLIDATED TRANSPORTATION SERVICES AGENCY FOR THE VALLEY MEASURE I SUBAREA FOR A FIVE YEAR TERM.

WHEREAS, Section 6680 of Title 21 of the California Code of Regulations provides that Consolidated Transportation Services Agencies are to be designated by the county transportation commissions within the area of the Southern California Association of Governments; and

WHEREAS, pursuant to Government Code Section 15975, the San Bernardino County Transportation Commission ("SANBAG") may designate more than a single agency as a CTSA if improved coordination of all transportation services required by social service recipients is demonstrated within the geographic area; and

WHEREAS, Government Code Section 15952 (a) states that "Centralized administration of consolidated social service transportation services shall utilize, to the maximum extent possible, existing public and private administrative capabilities and expertise"; and

WHEREAS, Omnitrans, as a transportation operator and joint powers authority, is an existing entity that is eligible to be designated as a CTSA; and

WHEREAS, Omnitrans has demonstrated the desire to be designated and the potential to successfully perform as a CTSA in the Valley Measure I subarea; and

WHEREAS, in order to assure that social service transportation services are improved by this CTSA designation of Omnitrans and to allow Omnitrans adequate time to commence operations as a CTSA and perform CTSA functions, SANBAG desires to designate Omnitrans as a CTSA for a five year term; and

WHEREAS, if Omnitrans demonstrates improved coordination of all social services transportation services in the subarea, Omnitrans may request that SANBAG extend its CTSA designation for such period of time as the Board determines to be in the best interests of the social services transportation services users.

NOW, THEREFORE BE IT RESOLVED by the San Bernardino County Transportation Commission that:

Section 1. Omnitrans is designated as a CTSA for a five year term for the Valley Measure I subarea (Subarea).

Attachment: Resolution No 16-005 Omnitrans [Revision 1] (2295 : Consolidated Transportation Services Agency Structure in San Bernardino

Section 2. SANBAG will conduct a review of Omnitrans' CTSA activities and performance on an annual basis.

Section 3. If Omnitrans demonstrates improved coordination of all social services transportation services in the Subarea, Omnitrans may request that SANBAG extend its CTSA designation for such period of time as the Board determines to be in the best interest of the social services transportation services users.

Section 4. This resolution is effective upon its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Commission held on November 4, 2015.

_____
Ryan McEachron
Board President

ATTEST:

_____
Vicki Watson
Clerk of the Board

ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2015

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Sept 17-18 Workshop	Sept. 29 Special Mtg.	Oct	Nov	Dec
Robert A. Lovingood Board of Supervisors	X	X	X		X	X			X	X	X			
Janice Rutherford Board of Supervisors		X	X	X	X	X	X		X	X	X			
James Ramos Board of Supervisors	X	X	X		X	X						X		
Curt Hagman Board of Supervisors		X	X	X	X	X	X		X		X	X		
Josie Gonzales Board of Supervisors	X	X	X	X	X	X	X		X	X		X		
Rich Kerr City of Adelanto		X	X			X			X					
Curt Emick Town of Apple Valley	X	X		X	X		X		X	X	*	X		
Julie McIntyre City of Barstow		X	X		X	X				X		X		
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	X		X	X	X	X		
Dennis Yates City of Chino	X	X	X	X	X	X	X		X			X		
Ed Graham City of Chino Hills	X	X	X	X	X	X	X		X	X	X	X		
Frank Navarro City of Colton	X	X	X	X	X	X	X		X		X	X		
Michael Tahan City of Fontana	X	X	*	X	X	X	X		X	X	X	X		
Darcy McNaboe City of Grand Terrace		X	X	*	X		X		X	X		*		
Mike Leonard City of Hesperia	X		X		X	X			*		*			
Larry McCallon City of Highland	X	X	X	X	X	X	*		*	X	X	X		

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2015

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Sept 17-18 Workshop	Sept. 29 Special Mtg.	Oct	Nov	Dec
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X		X			X		X			
Paul Eaton City of Montclair	X	X	X	X	X	X	X		X		X			
Edward Paget City of Needles	X	X	X	X	X	X	X		X	X	X	X		
Alan Wapner City of Ontario	X	X	X	X	X	X	X		X	X	X	*		
L. Dennis Michael City of Rancho Cucamonga	X	X	X	X	X	X	X		X	X				
Jon Harrison City of Redlands	X	X	X	X	X	X	X		X	X	X	X		
Deborah Robertson City of Rialto	X	X	X	X	X		X					X		
R. Carey Davis City of San Bernardino	X	X		X	X	X	X		X	X	X	X		
Joel Klink City of Twentynine Palms		X	X	X	X	X	X		X	X				
Ray Musser City of Upland		*	X	X	X		X		*		X	*		
Ryan McEachron City of Victorville	X	X	X	X	X	X	X		X	X	X	X		
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X		X	X	X	X		
George Huntington Town of Yucca Valley	X	X	X	X	X	X	X		X	X		X		
Basem Muallem Ex-Official Member	David Bricker	X	X	David Bricker										
John Bulinski Ex-Official Member					X	X	X		X			David Bricker		

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

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.

SANBAG Acronym List

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

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

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

AGENCY REPORTS

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

Members of the Governing Board:

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

Michael D. Antonovich
Supervisor, Fifth District
County of Los Angeles

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Mayor, Wildomar
Cities of Riverside County

John J. Benoit
Supervisor, Fourth District
County of Riverside

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Councilmember, 15th District
City of Los Angeles Representative

Michael A. Cacciotti
Councilmember, South Pasadena
Cities of Los Angeles County/
Eastern Region

Joseph K. Lyou, Ph.D.
Governor's Appointee

Judith Mitchell
Councilmember, Rolling Hills Estates
Cities of Los Angeles County/
Western Region

Shawn Nelson
Supervisor, Fourth District
County of Orange

Dr. Clark E. Parker, Sr.
Senate Rules Committee Appointee

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

Janice Rutherford
Supervisor, Second District
County of San Bernardino

October 16, 2015

To: Mayors and Councilmembers

From: Dennis R. Yates
Mayor, City of Chino
Vice Chairman, South Coast AQMD Governing Board /
Representative, Cities of San Bernardino County

Below are the agenda items and outcome of the October 2, 2015 SCAQMD Governing Board meeting, and a preview of item(s) for discussion at the November 6, 2015 meeting.

PUBLIC HEARING ITEMS AT OCTOBER 2 BOARD MEETING:

Adopt Proposed Rule 1420.2 – Emission Standards for Lead from Metal Melting Facilities (Continued from September 4, 2015 Board Meeting)
On October 15, 2008, the U.S. EPA lowered the National Ambient Air Quality Standard (NAAQS) for lead from 1.5 µg/m3 to 0.15 µg/m3 averaged over a rolling 3-month period to protect public health and the environment. The SCAQMD staff is proposing Rule 1420.2 – Emission Standards for Lead from Metal Melting Facilities to further protect public health from exposure to lead and to help ensure and maintain attainment of the lead NAAQS. The SCAQMD staff is proposing an initial ambient air lead concentration limit of 0.150 µg/m3 averaged over any consecutive 30 days which will be lowered to a final limit of 0.100 µg/m3 by 2018. The proposed rule also establishes requirements for enclosures, point source lead emission limits, source testing, ambient air monitoring, housekeeping and maintenance activities, and submittal and implementation of a Compliance Plan if the facility exceeds ambient air lead concentration limits set forth in the rule. This action is to adopt the resolution: 1) Certifying the Final Environmental Assessment for Proposed Rule 1420.2 – Emission Standards for Lead from Metal Melting Facilities; and 2) Adopting Rule 1420.2 – Emission Standards for Lead from Metal Melting Facilities. (Reviewed: Stationary Source Committee, May 15, June 19 and September 18, 2015)

Communication: South Coast Air Quality Management District Agency Report (Agency Reports)

Approved by the Board, with the following modifications to the rule:

1. Changed the outdoor sweeping provision from existing once/week to twice/week;
2. For alternative housekeeping measures, instead of requiring written approval by the Executive Officer, allow the facility to submit its alternative measures to the Executive Officer, and proceed with implementation of those measures if after 7 days they have not been notified by the Executive Officer that there is a problem;
3. Allow the facility 14 days (instead of 5 business days) to respond to/appeal a violation of the ambient lead concentration limit that the monitoring is due to other sources;
4. Take the definition of "primary cause" stated in the staff report, and place it in the rule.

Vote: 11 Yes; 0 No; 0 Abstain; 2 Absent

Amend Rule 1106 – Marine and Pleasure Craft Coating Operations and Rescind Rule 1106.1 – Pleasure Craft Coating Operations
The proposed amendment is two-fold, first, Rule 1106.1 is proposed to be rescinded and second, Rule 1106 will subsume the requirements of Rule 1106.1 - Pleasure Craft Coating Operations, revise VOC content limits for pretreatment wash primers, antenna, repair and maintenance thermoplastic, inorganic zinc, and specialty marking coatings in order to align limits with U.S. EPA Control Techniques Guidelines and other California air districts, and add new categories for marine aluminum antifoulant, mist, nonskid and organic zinc coatings and marine deck primer sealant. The proposed amendment also adds provisions for pollution prevention measures, enhanced enforceability, and to promote clarity and consistency. This action is to adopt the resolution: 1) Certifying the Final Supplemental Environmental Assessment for Proposed Amended Rule 1106 - Marine and Pleasure Craft Coating Operations; 2) Amending Rule 1106 - Marine and Pleasure Craft Coating Operations; and 3) Rescinding Rule 1106.1 - Pleasure Craft Coating Operations. (Reviewed: Stationary Source Committee, July 24, 2015)

Vote: 2 Yes; 8 No; 0 Abstain; 3 Absent; Motion failed

PUBLIC HEARING(S) SET FOR NOVEMBER BOARD MEETING:

2014 Annual Report on AB 2588 Air Toxics Hot Spots Program
The Air Toxics "Hot Spots" Information and Assessment Act of 1987 (AB 2588) requires local air pollution control districts to prepare an annual report. This annual update describes the various activities taken in 2014 to satisfy the requirements of AB2588 and Rule 1402, such as quadrennial emissions reporting and prioritization, and the preparation and review of Health Risk Assessments and Risk Reduction Plans. This report also provides a summary of additional SCAQMD activities related to toxic air contaminants such as toxics rulemaking, toxics emissions inventory development, the MATES IV study, and permitting. (Reviewed: Stationary Source Committee, September 18, 2015)

Amend Rule 1156 – Further Emission Reductions from Cement Manufacturing Facilities
The proposed amendment seeks to minimize hexavalent chromium (Cr+6) emissions and risk from cement manufacturing operations and the property after facility closure while streamlining Cr+6 ambient monitoring. The proposed amendments will establish the conditions under which monitoring can be reduced or eliminated. In addition, the proposed amendments include a proposed modification to the fence-line ambient Cr+6 threshold to reflect changes made by the Office of Environmental Health Hazarc

Communication: South Coast Air Quality Management District Agency Report (Agency Reports)

Assessment to risk assessment guidelines, as well as proposing minor revisions. This action is to adopt the resolution: 1) Certifying the Final Environmental Assessment for Proposed Amended Rule 1156 – Further Reductions of Particulate Emissions from Cement Manufacturing Facilities; and 2) Amending Rule 1156 – Further Reductions of Particulate Emissions from Cement Manufacturing Facilities. (Reviewed: Stationary Source Committee, April 17, May 15 and September 18, 2015)

Amend Regulation XX - Regional Clean Air Incentives Market (RECLAIM)
Proposed amendments to Regulation XX (RECLAIM) will achieve additional NOx reductions pursuant to the 2012 AQMP Control Measure #2012CMB-01. The proposed amendments also address requirements for demonstrating Best Available Retrofit Control Technology equivalency in accordance with California Health and Safety Code §40440. A portion of the RECLAIM Trading Credit (RTC) reductions for power producing facilities may be placed into an adjustment account where the RTCs could be used for compliance purposes, such as meeting new source review holding requirements and emergency power generation needs. In addition to rule clarifications, other changes would include a delay in Relative Accuracy Test Audit due dates. (Reviewed: Stationary Source Committee, March 21, 2014 and July 24, 2015; Special Stationary Source Committee, September 23, 2015)

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Communication: South Coast Air Quality Management District Agency Report (Agency Reports)

Clean Transportation
Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting on September 17, 2015. The next meeting is scheduled for Thursday, October 15, 2015, at 2:00 p.m., in Conference Room CC8.

Local Government Match Program

As an element of the FYs 2014-16 Work Program, the MSRC allocated $13.0 million for the Local Government Match Program. A Program Announcement was developed and released on May 1, 2015. As in the previous Work Program, the Local Government Match Program offers to co-fund qualifying medium- and heavy-duty alternative fuel vehicles, alternative fuel infrastructure projects, electric vehicle charging infrastructure, and regional street sweeping in the Coachella Valley. The bicycle projects category was expanded to include "active transportation" projects, and commercial zero emission riding lawnmowers was added as a new category. In all categories, funding is provided on a dollar-for-dollar match basis, and funding for all eligible entities shall be distributed on a first-come, first-served basis with a geographic minimum per county of $1.625 million. The Program Announcement includes an open application period commencing June 2, 2015 and closing September 4, 2015. To date, the MSRC has awarded a total of $5,114,228 to 25 applications. The MSRC approved 11 additional applications totaling $2,581,925 as part of the FYs 2014-16 AB 2766 Discretionary Fund Work Program. These awards will be considered by the SCAQMD Board at its October 2, 2015 meeting.

Alternative Fuel Infrastructure Program

As part of the FYs 2014-16 Work Program, the MSRC allocated $5.0 million for the implementation of new and expanded CNG and LNG refueling stations and modification of maintenance facilities to accommodate gaseous-fueled vehicles. A Program Announcement, #PA2015-12, was developed and released on May 1, 2015, with an open application period commencing that day and closing July 29, 2016. One application was received prior to the September 3, 2015 MSRC-TAC meeting. As part of the FYs 2014-16 AB 2766 Discretionary Fund Work Program, the MSRC approved a contract award to LBA Realty Company LLC, in an amount not to exceed $100,000, for the installation of a limited access CNG station. This contract award will be considered by the SCAQMD Board at its October 2, 2015 meeting.

Enhanced Fleet Modernization Program

The Enhanced Fleet Modernization Program (EFMP) is a vehicle retirement and replacement program authorized by the California Alternative and Renewable Fuel, Vehicle Technology, Clean Air, and Carbon Reduction Act of 2007 (AB 118). The program focuses on providing greater incentives to eligible low- and middle-income owners of older vehicles to scrap their existing vehicle and receive a voucher either to help acquire a newer vehicle or cover the cost for transit passes or participation in car-sharing programs. In conjunction, the EFMP Plus-Up supplements the EFMP by increasing incentives for certain advanced technology replacement vehicles.

The MSRC previously allocated $800,000 to partner with SCAQMD in its implementation of the EFMP. Of this amount, $200,000 was awarded to one of the four contractors implementing the program, and $600,000 was to cover vouchers. Since implementation began in May 2015, the EFMP has generated significant interest from the public and is currently oversubscribed. SCAQMD staff initiated discussions with CARB staff regarding the availability of additional funding from the State, and in a separate item at its October 2, 2015 meeting, the SCAQMD Board will be considering allocation of additional SCAQMD funds. SCAQMD staff also initiated discussions with MSRC staff regarding potential expansion of the current partnership. The MSRC considered this partnership opportunity and approved an allocation of up to $6,201,000 to augment the SCAQMD funds to implement the EFMP and EFMP Plus-Up as an element of the FYs 2014-16 AB 2766 Discretionary Fund Work Program. The MSRC contribution would be for the voucher program only. This allocation of funds will be considered by the SCAQMD Board at its October 2, 2015 meeting.

Contract Modification Requests

The MSRC considered two contract modification requests and took the following unanimous actions:

1. For City of West Covina, Contract #ML12018, which provides $300,000 to expand their CNG station, approval of a 15-month term extension; and
2. For City of Corona, #ML14019, which provides $178,263 to install EV charging and bicycle infrastructure, approval to reduce the number of locations at which they will install EV charging infrastructure from 4 to 2, but increase the total number of vehicles able to be charged from 10 to 15; the installation of 3 “fast” chargers which have a longer operational requirement under the MSRC’s FYs 2012-14 Local Government Match Program; as well as a two-year no-cost term extension.

Received and Approved Final Reports

The MSRC received and unanimously approved three final report summaries this month as follows:

1. City of Corona, Contract #MS11019, which provided $225,000 for the expansion of their existing CNG station;

2. Border Valley Trading Company, Contract #MS11010, which provided $150,000 to construct an LNG fueling station; and
3. First CNG, LLC, Contract #MS12073, which provided $150,000 towards a new CNG station in Lake Forest.

Contracts Administrator's Report

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2004-05 through the present.

COMMITTEE MEMBERSHIP

SANBAG Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	F. Navarro			F. Navarro
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson		D, Robertson	
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton			P. Eaton
District 10 (Chino, Chino Hills, Ontario)	R. Marquez			R. Marquez
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	R. McEachron			R. McEachron
San Bernardino County	C. Hagman			C. Hagman
†SANBAG Acting as County Transportation Commission	A. Wapner			A. Wapner
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Julie McIntyre Ray Musser Ed Paget	Diane Williams Eric Schmidt Ed Graham	B. Stanton

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †SANBAG's Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a $120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Appointments to External Agencies

SANBAG works closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SANBAG Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SANBAG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
Alameda Corridor-East Construction Authority	Paul Eaton, Montclair, Primary Ex-Officio Julie McIntyre, Barstow, Alternate Ex-Officio	SANBAG President	SANBAG representative serves as ex-officio member of the Authority that addresses issues related to the transportation corridor running from Los Angeles to San Bernardino County. This Authority meets on the fourth Monday of each month at Irwindale City Hall. Members receive a $100 stipend from the Authority.	12/31/16 12/31/15
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	SANBAG President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Janice Rutherford, Supervisor	SANBAG Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. SANBAG has not authorized payment of stipend for participation.	12/31/15
Metro Gold Line Phase II Joint Powers Authority	Paul Eaton, Montclair, Primary Curt Hagman, Supervisor, Alternate	SANBAG Board of Directors	The Gold Line Phase II Construction Authority is a joint powers agency formed by thirteen cities along the corridor, LACMTA and SANBAG. THE JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive $150 payment from Gold Line Authority for participation.	12/31/15 12/31/16
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary Deborah Robertson, Alternate	SANBAG President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority's office in Monrovia. Members receive $150 for each day spent on Authority business, not to exceed $600 per month.	12/31/16 12/31/16
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary Ed Graham, Alternate	SANBAG Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the $4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SANBAG authorized a stipend of $100 per day. The MSRC meets once a month on Thursdays at 1:30 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/16 12/31/16

SANBAG Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Vacant	SANBAG Board of Directors	Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River. The term of the appointment is for four years for a city representative from San Bernardino County. Officers leaving elected office after appointment are still eligible to serve.	MM/DD/YY
SCAG Policy Committees	See associated table.	The SANBAG Board has authorized the SANBAG President to make appoints to SCAG Policy Committees.	SANBAG, as the CTC, appoints one elected official to serve on SCAG's Transportation and Communications Committee. SANBAG, when acting as a subregional agency, also has authority to make six appointments to the three SCAG Policy Committees; i.e., Community Economic and Human Development, Energy and Environment, and Transportation and Communications. (The mayors of the six SCAG districts in SBCO elect members to the SCAG Regional Council. See attachment.) SCAG pays a fee for service to members for attendance at SCAG Policy Committee meetings.	See associated table – SANBAG Representatives on SCAG Committees
Southern California Regional Rail Authority	Paul Eaton, Montclair, Primary Larry McCallon, Highland, Primary Alan Wapner, Ontario, Alternate James Ramos, Supervisor, Alternate	SANBAG Board of Directors (Commuter Rail & Transit Committee makes a recommendation.)	SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties. Members receive payment of $100 per day from SCRRA for participation.	Indefinite
SR 91 Advisory Committee	Vacant, Ex-Officio Member	SANBAG Board of Directors	The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways. SANBAG has not authorized payment of stipend for participation.	12/31/16
Valley Transportation Services (VTrans)	Ed Graham, Chino Hills Alan Wapner, Ontario John Roberts, Fontana	SANBAG Board of Directors	VTrans is a non-profit organization created and designated by SANBAG as the Consolidated Transportation Service Agency (CTSA) eligible to receive 2% of Measure I Senior/Disabled transportation funds collected in the Valley. SANBAG has three appointments to the VTrans Board. VTrans Board members must be from the Valley region.	09/30/16 09/30/16 09/30/17

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SANBAG President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee and Board Study Session Chairs are included in this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of $25,000 with notification to the Board of Directors. (Brown Act)	Robert Lovingood, Supervisor, Vice President (Chair) Ryan McEachron, Victorville, President (Vice Chair) L. Dennis Michael, Rancho Cucamonga, Past President <u>West Valley</u> L. Dennis Michael, Rancho Cucamonga Alan Wapner, Ontario (Chair – MVSS) Dennis Yates, Chino Janice Rutherford, Supervisor <u>East Valley</u> James Ramos, Supervisor (Chair – CRTC) Larry McCallon, Highland Rhodes "Dusty" Rigsby, Loma Linda Dick Riddell, Yucaipa <u>Mountain/Desert</u> Robert Lovingood, Supervisor, Vice President (Chair – MDC) Ryan McEachron, Victorville, President Joel Klink, Twentynine Palms Bill Jahn, Big Bear Lake	6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016
Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)	James Ramos, Supervisor** (Chair) Bill Jahn, Big Bear Lake (Vice Chair) Paul Eaton, Montclair* Jon Harrison, Redlands Mike Leonard, Hesperia Larry McCallon, Highland* L. Dennis Michael, Rancho Cucamonga Deborah Robertson, Rialto Ray Musser, Upland Dick Riddell, Yucaipa Alan Wapner, Ontario**	Indeterminate (6/30/2016 Indeterminate (6/30/2016 Indeterminate 12/31/2016 12/31/2015 Indeterminate 12/31/2015 12/31/2016 12/31/2015 12/31/2016 Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 12 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)	Robert Lovingood, Supervisor (Chair) Bill Jahn, Big Bear Lake (Vice Chair) Curt Emick, Apple Valley George Huntington, Yucca Valley Rich Kerr, Adelanto Joel Klink, Twentynine Palms Mike Leonard, Hesperia Ryan McEachron, Victorville Julie McIntyre, Barstow Edward Paget, Needles James Ramos, Supervisor Janice Rutherford, Supervisor	Indeterminate (6/30/2016 Indeterminate (6/30/2016 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SANBAG Office
Commuter Rail & Transit Committee	Second Thursday, 9:00 a.m., SANBAG Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Apple Valley

NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)	Board of Directors Alan Wapner, Ontario (Chair) Janice Rutherford, Supervisor (Vice Chair)	 6/30/2016 6/30/2016

Meeting Time: Second Thursday, 10:00 a.m., SANBAG Office

I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP
I-10 and I-15 Corridor Joint Sub-Committee In January 2015, the Board approved the change status of Express Lanes Ad Hoc Committee to the creation of the I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee (I-10 and I-15 Joint Sub-Committee). Members of the committee will be members of the SANBAG Board of Directors and will be appointed by the SANBAG Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SANBAG Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.	The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)	Alan Wapner, Ontario – Chair Ryan McEachron, Victorville – Vice Chair Josie Gonzales, Supervisor Mike Leonard, Hesperia Robert Lovingood, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Dusty Rigsby, Loma Linda Deborah Robertson, Rialto Janice Rutherford, Supervisor Michael Tahan, Fontana

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01.	The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation. The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits. (Brown Act)	Richard Haller Rod Johnson Norman Orfall Craig Scott Vacant Ray Wolfe, Ex-Officio In addition to the appointed members, the SANBAG Executive Director will serve as an ex officio member.	12/31/16 12/31/16 12/31/18 12/31/18 12/31/18

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG's budget to elected officials and the general public.	Review SANBAG's budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.	Ray Musser, Upland – Chair Mike Podegracz, P.E. – City Manager, City of Hesperia Sam Racadio – Council Member, City of Highland Kevin Ryan - Principal Transportation Planner, City of Fontana
Legislative In March 2013, the SANBAG Board President appointed this ad hoc committee. This committee will consist of the SANBAG Board Officers.	Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.	President – L. Dennis Michael, Rancho Cucamonga Vice President – Ryan McEachron, Victorville Immediate Past President – Bill Jahn, City of Big Bear Lake
Transit Review Ad Hoc Committee In July 2013, the SANBAG Board President appointed this ad hoc committee.	Review transit agency efficiencies and maximize transit funding.	Janice Rutherford, Supervisor – Chair Jim Harris, Twentynine Palms Robert Lovingood, Supervisor Ryan McEachron, Victorville L. Dennis Michael, Rancho Cucamonga Dusty Rigsby, Loma Linda Alan Wapner, Ontario
Statutory Entity Ad Hoc Committee In June 2015, the SANBAG Board President appointed this ad hoc committee.	Study and make recommendations to full Board regarding sponsoring legislation to consolidate certain SANBAG entities and functions into a new statutory entity.	Bill Jahn, Big Bear Lake - Chair Jon Harrison, Redlands George Huntington, Yucca Valley Robert Lovingood, Supervisor Ryan McEachron, Victorville Janice Rutherford, Supervisor Alan Wapner, Ontario

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.	SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:0 AM, at SANBAG.
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1) Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4) Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.	Meets the second Tuesday every other even mont at 10:00 AM, at SANBAG.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.	The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).

SANBAG Technical Advisory Committees

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

San Bernardino Associated Governments

Governments
SANBAG
Working Together

MISSION STATEMENT

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

- Improve cooperative regional planning

- Develop an accessible, efficient, multi-modal transportation system

- Strengthen economic development efforts

- Exert leadership in creative problem solving

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

Approved June 2, 1993
Reaffirmed March 6, 1996