



San Bernardino Associated Governments

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Web: www.sanbag.ca.gov



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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
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AGENDA
Mountain/Desert Policy Committee

June 17, 2016

9:30 AM

Location

Town of Apple Valley

14975 Dale Evans Parkway, Apple Valley, CA 92307

Mountain/Desert Policy Committee Membership

Chair

*Robert Lovingood
Board of Supervisors*

*Julie McIntyre, Mayor
City of Barstow*

*Joel Klink, Council Member
City of Twentynine Palms*

Vice Chair

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

*Eric Schmidt, Council Member
City of Hesperia*

*George Huntington, Council Member
Town of Yucca Valley*

*Rich Kerr, Mayor
City of Adelanto*

*Ed Paget, Mayor
City of Needles*

*James Ramos
Board of Supervisors*

*Curt Emick, Council Member
Town of Apple Valley*

*Ryan McEachron, Council Member
City of Victorville*

*Janice Rutherford
Board of Supervisors*

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

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

CALL TO ORDER

(Meeting Chaired by Robert A. Lovingood)

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

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.

CONSENT CALENDAR

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

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 for review by SANBAG Board and Committee members.

Consent - Project Delivery

2. Construction Contract Change Orders to on-going SANBAG construction contracts in the Mountain/Desert Region

Receive and file change order report.

Presenter: Garry Cohoe

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

DISCUSSION ITEMS

Discussion - Administrative Matters

3. Election of Committee Chair and Vice Chair

Conduct elections for members to serve as Chair and Vice Chair of the SANBAG Mountain/Desert Policy Committee for terms to end June 30, 2017.

Presenter: Andrea Zureick

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

Discussion - Transportation Programming and Fund Administration

4. 2016 Federal Earmark Repurposing - Mountain/Desert Subareas

That the Mountain/Desert Policy Committee recommend the Board approve staff recommendation on 2016 Earmark Repurposing as shown in Attachment 1 for the Mountain/Desert Subareas.

Presenter: Philip Chu

This item is not scheduled for review by any other policy committee or technical advisory committee. A similar item concerning earmark funds available for repurposing in the San Bernardino Valley Subarea is scheduled for review by the Board of Directors Metro Valley Study Session on June 9, 2016.

5. Allocation to Arrowbear Drive Bridge Replacement Project

That the Mountain/Desert Policy Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Authority:

A. Allocate \$3,000,000 in Mountains Subarea Major Local Highway Program funds to the County of San Bernardino for the Arrowbear Drive Bridge Replacement Project.

B. Approve Funding Agreement 16-1001376 in the amount of \$3,000,000 with the County of San Bernardino for the Arrowbear Drive Bridge Replacement Project.

C. Approve a Fiscal Year 2016/2017 budget amendment to increase Task 0550 by \$450,000 from Fund 4630 MSI Mountain Fund – Major Local Highway. The budget amendment is necessary as this is a new project which requires both a new allocation and funding agreement that was not anticipated during development of the Fiscal Year 2016/2017 budget. In addition, the County will begin accruing expenses on the project effective July 6, 2016.

Presenter: Ellen Pollema

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

Comments from Board Members

Brief Comments from Board Members

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Attendance
SANBAG Entities
Acronym List
Mission Statement

The next Mountain/Desert Policy Committee Meeting will be August 19, 2016

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Meeting Procedures and Rules of Conduct

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

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

Agendas – All agendas are posted at 1170 W. 3rd Street, 1st 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 “Discussion” contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors or unanimous vote of members present as provided in the Ralph M. Brown Act Government Code Sec. 54954.2(b).

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

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

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

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

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

Disruptive or Prohibited Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive or prohibited conduct includes without limitation addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner. 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 or she would like to amend his or her 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 voted upon first, and if it fails, then the original motion is considered.
- 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
Revised May 4, 2016*

- 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: June 17, 2016

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
		None at this time	

Financial Impact:

This item has no direct impact on the SANBAG budget.

Reviewed By:

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
 Mountain-Desert Committee
 Date: June 17, 2016

Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE

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

Minute Action

AGENDA ITEM: 2

Date: June 17, 2016

Subject:

Construction Contract Change Orders to on-going SANBAG construction contracts in the Mountain/Desert Region

Recommendation:

Receive and file change order report.

Background:

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

Financial Impact:

This item imposes no financial impact, as all CCO's are within previously approved contingency amounts under Task No. 0881 and 0890.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Mountain-Desert Committee
Date: June 17, 2016

Witnessed By:

Entity: CMA



Minute Action

AGENDA ITEM: 3

Date: June 17, 2016

Subject:

Election of Committee Chair and Vice Chair

Recommendation:

Conduct elections for members to serve as Chair and Vice Chair of the SANBAG Mountain/Desert Policy Committee for terms to end June 30, 2017.

Background:

Terms for the Chair and Vice Chair of each of the SANBAG policy committees and Metro Valley Study Session expire on June 30, 2016. Election of Chair and Vice Chair for each of the policy committees and Metro Valley Study Session is scheduled to immediately follow the annual election of SANBAG Officers, which occurred at the June Board of Directors meeting.

This item provides for an election to be conducted, which will identify the Chair and Vice Chair of the Mountain/Desert Policy Committee to serve until June 30, 2017. A complete listing of SANBAG policy committees, memberships, and chairs is attached to this item for reference.

Financial Impact:

Staff support for this activity is consistent with the adopted budget. There is no additional financial impact on the adopted SANBAG Fiscal Year 2016/2017 budget.

Reviewed By:

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
 Mountain-Desert Committee
 Date: June 17, 2016

Witnessed By:

Entity: COG, CTA, CTC

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>General Policy Committee</p> <p>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)</p> <p>City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea.</p> <p>All Policy Committee and Board Study Session Chairs are included in this policy committee.</p> <p>All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership.</p> <p>Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.</p>	<p>Makes recommendations to Board of Directors and:</p> <p>(1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity;</p> <p>(2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization;</p> <p>(3) Serves as policy review committee for any program area that lacks active policy committee oversight.</p> <p>Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors. (Brown Act)</p>	<p>Robert Lovingood, Supervisor, Vice President (Chair) Ryan McEachron, Victorville, President (Vice Chair) L. Dennis Michael, Rancho Cucamonga, Past President</p> <p><u>West Valley</u> L. Dennis Michael, Rancho Cucamonga Alan Wapner, Ontario (Chair – MVSS) Dennis Yates, Chino Janice Rutherford, Supervisor</p> <p><u>East Valley</u> James Ramos, Supervisor (Chair – CRTC) Larry McCallon, Highland Rhodes “Dusty” Rigsby, Loma Linda Dick Riddell, Yucaipa</p> <p><u>Mountain/Desert</u> Robert Lovingood, Supervisor, Vice President (Chair – MDC) Ryan McEachron, Victorville, President Joel Klink, Twentynine Palms Bill Jahn, Big Bear Lake</p>	<p>6/30/2016 6/30/2016 6/30/2016</p>
<p>Transit Committee</p> <p>Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service.</p> <p>* SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)</p>	<p>James Ramos, Supervisor** (Chair) Bill Jahn, Big Bear Lake (Vice Chair) Paul Eaton, Montclair* Jon Harrison, Redlands Robert Lovingood, Supervisor Larry McCallon, Highland* L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland Dick Riddell, Yucaipa Deborah Robertson, Rialto Alan Wapner, Ontario**</p>	<p>Indeterminate (6/30/2016 Indeterminate (6/30/2016 Indeterminate 12/31/2016 12/31/2017 Indeterminate 12/31/2017 12/31/2017 12/31/2016 12/31/2016 12/31/2016 Indeterminate</p>

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Mountain/Desert Committee Membership consists of 12 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. 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)</p>	<p>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 Ryan McEachron, Victorville Julie McIntyre, Barstow Edward Paget, Needles James Ramos, Supervisor Janice Rutherford, Supervisor Eric Schmidt, Hesperia</p>	<p>Indeterminate (6/30/2016) Indeterminate (6/30/2016) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate</p>

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SANBAG Office
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
<p>Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.</p>	<p>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)</p>	<p>Board of Directors Alan Wapner, Ontario (Chair) Janice Rutherford, Supervisor (Vice Chair)</p>	<p>6/30/2016 6/30/2016</p>

Meeting Time: Second Thursday, 9:30 a.m., SANBAG Office

I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP
<p>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.</p>	<p>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)</p>	<p>Alan Wapner, Ontario – Chair Ryan McEachron, Victorville – Vice Chair Josie Gonzales, Supervisor 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</p>

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 13 members appointed by the SANBAG Executive Director.</p> <p>6 representing Public Transit Providers</p> <p>1 representing County Dept. of Public Works</p> <p>1 representing the Consolidated Transportation Services Agency</p> <p>5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1)Review and make recommendations on annual Unmet Transit Needs hearing findings</p> <p>(2)Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications</p> <p>(3) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan</p> <p>(4) Review call for projects for Federal Transit Administration Section 5316, and 5317 grant applications</p> <p>(5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit</p> <p>(6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit</p> <p>(7) Receive annual reports on funded specialized programs funded through FTA Section 5316, 5317 and Measure I</p> <p>(8) Identify regional or county level areas of unmet needs</p> <p>(9) Address special grant or funding opportunities</p> <p>(10)Address any special issues of PASTACC voting and non-voting members</p> <p>(Brown Act)</p>	<p>Standing Membership –</p> <p>Barstow Area Transit, Manager *</p> <p>Morongo Basin Transit Authority, Manager *</p> <p>Mountain Area Regional Transit Authority, Manager *</p> <p>Needles Area Transit, Manager *</p> <p>Omnitrans, Manager *</p> <p>Victor Valley Transit Authority, Manager *</p> <p>County of San Bernardino Dept. of Public Work, Manager *</p> <p>Valley Transportation Services (VTS), Manager *</p> <p>At Large Membership –</p> <p>San Bernardino Dept. of Aging and Adult Services, Director *</p> <p>Inland Regional Center, Director *</p> <p>Inland Empire United Way 2-1-1, Director *</p> <p>Victor Valley Community Service Counsel, Director *</p> <p>Community Senior Services, Director *</p>	<p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>1/31/2017</p> <p>9/30/2017</p> <p>9/30/2017</p> <p>1/31/2017</p> <p>2/28/2018</p>

Meeting Dates and Time: Bi monthly, beginning in February, 2nd Tuesday of the month, 10:00 a.m., SANBAG Office

* Manager or Director may designate alternate/s

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Richard Haller</p> <p>Rod Johnson</p> <p>Mike Layne</p> <p>Norman Orfall</p> <p>Craig Scott</p> <p>Ray Wolfe, Ex-Officio</p> <p>In addition to the appointed members, the SANBAG Executive Director will serve as an ex officio member.</p>	<p>12/31/16</p> <p>12/31/16</p> <p>12/31/18</p> <p>12/31/18</p> <p>12/31/18</p>

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG’s budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG’s budget to elected officials and the general public.</p>	<p>Review SANBAG’s budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.</p>	<p>Ray Musser, Upland – Chair Mike Podegracz, P.E. – City Manager, City of Hesperia Sam Racadio – Council Member, City of Highland Kevin Ryan - Principal Transportation Planner, City of Fontana</p>
<p>Legislative In March 2013, the SANBAG Board President appointed this ad hoc committee. This committee will consist of the SANBAG Board Officers.</p>	<p>Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.</p>	<p>President – Ryan McEachron, Victorville Vice President – Robert Lovingood, Supervisor Immediate Past President – Dennis Michael, Rancho Cucamonga</p>
<p>Transit Review Ad Hoc Committee In July 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Review transit agency efficiencies and maximize transit funding.</p>	<p>Janice Rutherford, Supervisor – Chair Jim Harris, Twentynine Palms Robert Lovingood, Supervisor Ryan McEachron, Victorville L. Dennis Michael, Rancho Cucamonga Dusty Rigsby, Loma Linda Alan Wapner, Ontario</p>
<p>Statutory Entity Ad Hoc Committee In June 2015, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Study and make recommendations to full Board regarding sponsoring legislation to consolidate certain SANBAG entities and functions into a new statutory entity.</p>	<p>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</p>

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.</p>	<p>SANBAG’s Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.</p>

Attachment: SANBAG Policy Committee Membership (2852 : Election of Committee Chair and Vice Chair

<p>City/County Manager’s Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator’s Office and the city manager or administrator from each city and town in the County.</p>	<p>SANBAG’s City/County Manager’s Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG’s member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.</p>	<p>Meets on the first Thursday of each month at 10:00 AM, at SANBAG.</p>
<p>Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).</p>
<p>Project Development Teams</p>	<p>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.</p>	<p>Varies with the PDT, at SANBAG.</p>

Minute Action

AGENDA ITEM: 4

Date: *June 17, 2016*

Subject:

2016 Federal Earmark Repurposing - Mountain/Desert Subareas

Recommendation:

That the Mountain/Desert Policy Committee recommend the Board approve staff recommendation on 2016 Earmark Repurposing as shown in Attachment 1 for the Mountain/ Desert Subareas.

Background:

On March 8, 2016, the Federal Highway Administration (FHWA) issued guidance on the implementation of an earmark repurposing provision contained in the 2016 Consolidated Appropriations Act. The Consolidated Appropriations Act allows States to repurpose any earmark that was designated on or before September 30, 2005, and is either less than 10 percent obligated or closed out. The repurposing provision is only available during Federal Fiscal Year 2015/2016.

The potential amount available in California for repurposing is approximately \$110-\$200 million. On April 14, 2015, the Earmark Repurpose Working Group agreed that the Regional Transportation Planning Agency (RTPA) would undertake the effort working with the earmark project sponsors in their region to identify eligible earmark projects to be repurposed. It was also agreed by the Working Group that the effort to identify earmark projects for repurposing would be limited to those with an obligation authority (OA) balance of more than \$1,000.

Caltrans has created two earmark lists: one identifying earmarks that were designated before September 30, 2005 and have less than 10 percent obligated, which are available for repurposing; and one identifying earmarks that were designated before September 30, 2005, and have greater than 10 percent obligated, which are only available for repurposing if their final voucher is paid and the project close-out has been completed by June 30, 2016.

Earmark funds are not required to be repurposed, they may remain with their current earmark project. However, the sponsors of such earmark projects are expected to provide proper justification to keep the projects as originally earmarked. The decision to allow the earmark to remain will be made by the local sponsoring agency based upon project timeline and status.

For a project to be eligible for a repurposed earmark, FHWA has established the following guidelines:

Entity: CTA, CTC

Mountain-Desert Committee Agenda Item

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1. The project must be eligible for the Surface Transportation Block Grant (STBG) Program under Fixing America's Surface Transportation Act (FAST Act), formerly known as the Surface Transportation Program (STP) under prior Acts.
2. The project must be within 50 miles of the original earmark project.

Seven (7) projects have been identified within the Mountain/Desert Subareas with a total of \$7,721,326 earmark funds available for repurposing. SANBAG staff has been working closely with the sponsoring agencies to identify projects that are eligible for earmark repurposing. Attachment 1 identifies each of these earmark projects and the recommended action.

Concerning the first earmark listed in Attachment 1 for the High Desert Corridor, the Joint Powers Authority (JPA) voted at the June 1, 2016, meeting to request a swap of the \$719,921 earmark funds for Victor Valley Measure I Major Local Highway Program funds. Staff recommends arranging this swap on the US-395 widening project through Adelanto currently in the design phase. This would not result in additional funding for the project, but would replace a like amount of Measure I on the project. Because the earmark is replacing Measure I, the earmark funds would count toward Adelanto's share of Measure I. This is similar to how other funding swaps have been arranged in the past on the Green Tree Boulevard extension and J Street improvements in Needles. In the case that this swap is approved by the SANBA Board, a separate agreement with the JPA concerning the Measure I funds and eligible uses for the High Desert Corridor will be developed.

It should be noted that Caltrans has not released information on the process of identifying alternative projects. Once these earmarks are repurposed on an alternate project, the earmark must also be programmed to that alternate project in the Federal Transportation Improvement Program (FTIP). SANBAG staff will continue to work closely with the sponsoring agency once Caltrans releases additional guidance on the repurposing and programming process.

Caltrans requested that the RTPA notify Caltrans of the sponsoring agency's ability to use earmarks according to the following timeline:

May 30, 2016 Deadline for project sponsors to submit all Final Report of Expenditure (FOE) documentation and invoices to Caltrans for earmarks that are currently obligated to active projects. This will allow enough time for Caltrans to complete the close-out process prior to a June 30, 2016, deadline. Any unused earmark funds can be repurposed once the project is closed out.

August 1, 2016 Deadline for RTPAs to submit the request to Caltrans for earmark repurposing.

September 30, 2019 Deadline for obligation of repurposed earmark.

Financial Impact:

This item has no impact on the adopted Fiscal Year 2016/17 Budget

Reviewed By:

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

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committee. A similar item concerning earmark funds available for repurposing in the San Bernardino Valley Subarea is scheduled for review by the Board of Directors Metro Valley Study Session on June 9, 2016.

Responsible Staff:

Philip Chu, Management Analyst III

Approved
Mountain-Desert Committee
Date: June 17, 2016

Witnessed By:

Attachment 1. Earmark Funds Available for Repurposing and Recommended Action
(Mountain/Desert Subareas)

Sponsoring Agency	Demo ID/ Legislation	Project Description	Total Earmark	Obligated Amount as of 12/18/2015	Remaining Balance	Repurpose (Y/N)	Recommended Action/Comments
City of Victorville/ High Desert Corridor JPA	CA 381 SAFETEA-LU	Begin construction of road from U.S. 395 west towards SR 14	\$719,921	\$0	\$719,921	Y	The JPA has requested that SANBAG swap the earmark funds for Measure I funds. Staff recommends swapping the funds on the US395 widening project through Adelanto.
State of Nevada Interests	CA 054 ISTEA	For improvements on I-15 and I-40 in (CA, NV, & AZ), including the I-15/US-95 interchange in Nevada (For improvements on I-15 and I-40 in (CA, NV, & AZ), including the I-15/US-95 interchange in Nevada (10.5 million of which shall be expended on the Nevada portion of the corridor)	\$43,503,372	\$41,665,488	\$1,837,884	Y	This earmark was originally used by Caltrans for widening I-15 through Victorville and for oversight of La Mesa/Nisqualli Interchange. SANBAG staff recommends repurposing the earmark balance for US395 widening through Adelanto.
San Bernardino County	CA 061 95 APP ACT/ TEA-21	Widen I-15 in San Bernardino County, California	\$24,183,107	\$24,176,802	\$6,305	Y	County would like to use to preserve (chip seal) Ft. Irwin Road
San Bernardino County	CA 083 TEA-21	Upgrade Ft. Irwin Road from I-15 to Fort Irwin	\$1,153,237	\$557,199	\$596,038	Y	County would like to use to preserve (chip seal) Ft. Irwin Road
City of Victorville	CA 448 SAFETEA-LU	Construction of new freeway between I-15 and U.S. 395, including new interchange at I-15.	\$3,599,600	\$0	\$3,599,600	Y	The City of Victorville will identify an eligible project to repurpose the funds prior to the July SANBAG Board meeting.

Attachment: Attachment 1 - Earmark Repurpose Recommendations [Revision 1] (2850 : Earmark

Sponsoring Agency	Demo ID/ Legislation	Project Description	Total Earmark	Obligated Amount as of 12/18/2015	Remaining Balance	Repurpose (Y/N)	Recommended Action/Comments
City of Victorville	CA 182 TEA-21	Construct interchange between I-15 and SR-18 in Victorville/Apple Valley, California.	\$5,629,026	\$5,287,044	\$341,982	N	Project cannot be closed out, so funds cannot be repurposed. City/ Caltrans/FHWA are resolving possible payback. (PE over 10 years rule)
City of Victorville	CA 609 SAFETEA-LU	Establish I-15 Interchange at Nisqualli and Mojave River crossing in San Bernardino County.	\$1,079,880	\$460,284	\$619,596	Y	The City of Victorville will identify an eligible project to repurpose the funds to prior to the July SANBAG Board meeting.

Minute Action

AGENDA ITEM: 5

Date: *June 17, 2016*

Subject:

Allocation to Arrowbear Drive Bridge Replacement Project

Recommendation:

That the Mountain/Desert Policy Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Authority:

- A. Allocate \$3,000,000 in Mountains Subarea Major Local Highway Program funds to the County of San Bernardino for the Arrowbear Drive Bridge Replacement Project.
- B. Approve Funding Agreement 16-1001376 in the amount of \$3,000,000 with the County of San Bernardino for the Arrowbear Drive Bridge Replacement Project.
- C. Approve a Fiscal Year 2016/2017 budget amendment to increase Task 0550 by \$450,000 from Fund 4630 MSI Mountain Fund – Major Local Highway. The budget amendment is necessary as this is a new project which requires both a new allocation and funding agreement that was not anticipated during development of the Fiscal Year 2016/2017 budget. In addition, the County will begin accruing expenses on the project effective July 6, 2016.

Background:

The County of San Bernardino has requested \$3,000,000 in Mountains Subarea Major Local Highway Program funds for the Arrowbear Drive Bridge Replacement Project in the unincorporated community of Arrowbear. The Mountains subarea representatives consisting of technical staff of the City of Big Bear Lake and the County of San Bernardino concur with the funding request for this Project.

The existing Arrowbear Drive bridge at Arrowbear Lake Spillway is narrow and the community of Arrowbear has limited access to State Highway 18 and Arrowbear Drive. It is also the only evacuation route for the residents in the event of an emergency. The intent of the bridge replacement project is to improve access and provide a more reliable evacuation route.

Work will commence on the Project Study Report in July 2016, with construction currently scheduled to begin in Fiscal Year 2019/2020.

The agreement was approved by the County Board of Supervisors at their meeting on May 24, 2016.

Entity: CTA

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Financial Impact:

This item is not consistent with the Fiscal Year 2016/2017 Budget. A budget amendment is required as detailed in Recommendation C.

Reviewed By:

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

Responsible Staff:

Ellen Pollema, Management Analyst II

Approved
Mountain-Desert Committee
Date: June 17, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001376 Amendment No.: _____ Vendor No.: 01907
 Vendor/Customer Name: _____ County of San Bernardino Sole Source? Yes No
 Description: Arrowbear Drive Bridge Replacement Project MLHP Funding Agreement
 Start Date: 07/01/2016 Expiration Date: 12/31/2022 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 3,000,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 3,000,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 3,000,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 07/06/2016
 Board of Directors Action: Approve agreement 16-1001376 with the County of San Bernardino

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: 0% Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

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

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

Additional Information

Project Manager: Ellen Pollema

Attachment: Contract Summary Sheet [Revision 2] (2454 : Arrowbear Bridge & Widening Project Funding Agreement)

PROJECT FUNDING AGREEMENT NO. 16-1001376

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

SAN BERNARDINO COUNTY

FOR

ARROWBEAR DRIVE BRIDGE REPLACEMENT PROJECT

THIS Project Funding Agreement (“Agreement”) is made and entered into July 6, 2016 by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the County of San Bernardino (hereinafter referred to as “COUNTY”). AUTHORITY and COUNTY shall be individually or collectively, as applicable, known as “Party” or “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Mountains Subarea Major Local Highway Program (“MLHP”) funds; and
- B. The Arrowbear Drive Bridge Replacement Project in the COUNTY (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. COUNTY identified a need of \$3,000,000 to complete all phases of the PROJECT; and
- D. The Mountains Subarea transportation planning partners have identified this PROJECT as eligible for partial funding in an amount up to \$3,000,000 from Measure I 2010-2040 MLHP funds for the PROJECT; and
- E. On July 6, 2016 AUTHORITY’s Board of Directors approved allocation of \$3,000,000 in Mountains Subarea MLHP funds for the PROJECT; and
- F. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan; and

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

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

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

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

SECTION I

AUTHORITY AGREES:

1. To reimburse COUNTY for the actual cost of the PROJECT up to a maximum of \$3,000,000 in MLHP funds. An estimate of costs for the PROJECT is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount without an amendment to this agreement.
2. To reimburse COUNTY within thirty (30 days) after COUNTY submits an original and an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by COUNTY up to a maximum of \$3,000,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of COUNTY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.
4. To assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

COUNTY AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.
2. To be responsible for all project costs in excess of \$3,000,000 in MLHP funds absent approval of an additional allocation from the AUTHORITY Board of Directors.

3. To be responsible for expending that portion of the eligible PROJECT expenses, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed \$3,000,000 in MLHP Funds. Expenses relative to time spent on the PROJECT by COUNTY are considered eligible PROJECT expenses and may be charged to the PROJECT funds subject to AUTHORITY's guidelines.
4. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
5. To prepare and submit to AUTHORITY an original and an electronic copy of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.
6. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at COUNTY's Department of Public Works. Copies will be made and furnished by COUNTY upon written request by AUTHORITY.
7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support COUNTY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by COUNTY.
8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of the PROJECT work funded under this Agreement. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
9. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
10. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of COUNTY receiving notice of audit findings, which time shall include an opportunity for COUNTY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and COUNTY fail to reimburse moneys due AUTHORITY within

one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due COUNTY from any source under AUTHORITY's control.

11. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.
12. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and COUNTY.
13. To include in all contracts between COUNTY and its contractors for the PROJECT the requirement that AUTHORITY be named as an additional insured under general liability insurance policies maintained by the contractor for the PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by COUNTY unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement.
3. In the event COUNTY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, COUNTY shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.
4. Eligible PROJECT reimbursements shall include only those costs incurred by COUNTY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and

- agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. COUNTY's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
6. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless COUNTY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY's indemnification obligation applies to COUNTY's "active" as well as "passive" negligence but does not apply to COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
 7. This Agreement will be considered terminated upon reimbursement of all eligible costs by AUTHORITY or December 31, 2022, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9, 10 and 13 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated or let by COUNTY within twelve (12) months of the Effective Date of this Agreement.
 8. After providing notice and an opportunity to cure, as further set forth herein, AUTHORITY may terminate this Agreement if COUNTY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein. If a breach is curable, prior to any such termination, AUTHORITY shall provide COUNTY written notice of default, and allow COUNTY thirty (30) days opportunity to cure any breach prior to termination. If a breach is capable of cure but, by its nature, cannot be cured within thirty (30) days, such additional period of time shall be allowed as may be reasonably necessary to cure the breach so long as the COUNTY commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.
 9. The failure of performance by either Party hereunder shall not be deemed to be a default where delays or defaults are due to the following force majeure events: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor,

- railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); provided that such force majeure events are beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such force majeure event shall be for the period of the forced delay and shall commence to run from the time of the commencement of the force majeure event, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the force majeure event. Times of performance under this Agreement may also be extended in writing by mutual agreement between the Parties, provided that the term of this Agreement may be extended only by a duly authorized written amendment to this Agreement.
10. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
 11. Attachment A, Arrowbear Drive Bridge Replacement Description of Project and Milestones, and Attachment B, Arrowbear Drive Bridge Replacement Summary of Estimated Costs, are attached to and incorporated into this Agreement.
 12. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

[Signatures on following page]

**SIGNATURE PAGE
TO
PROJECT FUNDING AGREEMENT NO. 16-1001376**

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

COUNTY OF SAN BERNARDINO

By: _____
Robert Lovingood, President
Board of Directors

By: _____
James Ramos
Chairman

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
Scott Runyan
Deputy County Counsel

Date: _____

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment A

ARROWBEAR DRIVE BRIDGE REPLACEMENT PROJECT Description of Project and Milestones

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION						Print
PROJECT PROGRAMMING REQUEST						
DTP-0001 (Revised July 2013)						<i>General Instructions</i>
<input checked="" type="checkbox"/> New Project					Date:	4/20/16
District	EA	Project ID	PPNO	MPO ID	TCRP No.	
08						
County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency		
SB				County of San Bernardino		
				MPO	Element	
				SCAG		
Project Manager/Contact		Phone		E-mail Address		
Jinghui Bradley		909-387-8173		Jbradley@dpw.sbcounty.gov		
Project Title						
Arrowbear Drive Bridge Replacement						
Location, Project Limits, Description, Scope of Work						<input type="checkbox"/> See page 2
The project is located at the spillway of Arrowbear Lake on Arrowbear Drive in the community of Arrowbear. The scope of work is bridge replacement.						
<input type="checkbox"/> Includes ADA Improvements <input type="checkbox"/> Includes Bike/Ped Improvements						
Component	Implementing Agency					
PA&ED	County of San Bernardino					
PS&E	County of San Bernardino					
Right of Way	County of San Bernardino					
Construction	County of San Bernardino					
Purpose and Need						<input type="checkbox"/> See page 2
The existing Arrowbear Drive Bridge at Arrowbear Lake Spillway is narrow (approx. 16' wide).The community of Arrowbear has limited access to State Highway 18 and Arrowbear Drive is the only evacuation route for this community. The project is to improve access into the community and provide easier and more reliable access in an emergency.						

Attachment: Arrowbear MLHP Funding Agreement [Revision 9] (2454 : Arrowbear Bridge & Widening Project Funding Agreement)

Project Benefits		<input type="checkbox"/> See page 2
The project will benefit Arrowbear community with an easier and more reliable access in an emergency.		
<input type="checkbox"/> Supports Sustainable Communities Strategy (SCS) Goals		<input type="checkbox"/> Reduces Greenhouse Gas Emissions
Project Milestone		Proposed
Project Study Report Approved		08/30/16
Begin Environmental (PA&ED) Phase		09/01/16
Circulate Draft Environmental Document	Document Type	08/30/17
Draft Project Report		02/28/18
End Environmental Phase (PA&ED Milestone)		05/30/18
Begin Design (PS&E) Phase		06/01/18
End Design Phase (Ready to List for Advertisement Milestone)		12/30/18
Begin Right of Way Phase		06/01/18
End Right of Way Phase (Right of Way Certification Milestone)		12/30/18
Begin Construction Phase (Contract Award Milestone)		05/01/19
End Construction Phase (Construction Contract Acceptance Milestone)		10/30/19
Begin Closeout Phase		11/01/19
End Closeout Phase (Closeout Report)		05/30/20
<p>ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.</p> <p>STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION</p> <p>PROJECT PROGRAMMING REQUEST</p> <p>DTP-0001 (Revised May 2013) General Instructions</p>		
<input checked="" type="checkbox"/> New Project		Date: 4/20/16
District	EA	Project ID
08		
PPNO	MPO ID	TCRP No.
Project Title		
Arrowbear Drive Bridge Replacement		
Additional Information		

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	
E&P (PA&ED)				450				450	
PS&E					200			200	
R/W SUP (CT)					50			50	
CON SUP (CT)						200		200	
R/W					100			100	
CON						1,800	200	2,000	
TOTAL				450	350	2,000	200	3,000	
Fund No. 1:	MLHP								Program Code
Proposed Funding (\$1,000s)									
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency
E&P (PA&ED)				450				450	
PS&E					200			200	
R/W SUP (CT)					50			50	
CON SUP (CT)						200		200	
R/W					100			100	
CON						1,800	200	2,000	
TOTAL				450	350	2,000	200	3,000	

Attachment: Arrowbear MLHP Funding Agreement [Revision 9] (2454 : Arrowbear Bridge & Widening Project Funding Agreement)

ATTACHMENT B

ARROWBEAR DRIVE BRIDGE REPLACEMENT PROJECT COUNTY OF SAN BERNARDINO

Summary of Estimated Costs

COMPONENT	TOTAL COST	AUTHORITY SHARE ⁽¹⁾	COUNTY LOCAL FUNDS
PA&ED	\$ 450,000	\$ 450,000	\$ 0
PS&E	\$ 200,000	\$ 200,000	\$ 0
Right of Way/ Right of Way Support	\$ 150,000	\$ 150,000	\$ 0
Construction/ Construction Support	\$ 2,200,000	\$ 2,200,000	\$ 0
TOTAL	\$ 3,000,000	\$ 3,000,000	\$ 0

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

MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2016

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rich Kerr City of Adelanto			**	X	**							
Curt Emick Town of Apple Valley	X*	X*	**	X	**							
Julie McIntyre City of Barstow			**	X	**							
Bill Jahn City of Big Bear Lake	X	X	**	X	**							
Eric Schmidt City of Hesperia	X	X	**	X	**							
Ed Paget City of Needles	X	X	**		**							
Joel Klink City of Twentynine Palms	X	X	**	X*	**							
Ryan McEachron City of Victorville	X	X	**	X	**							
George Huntington Town of Yucca Valley	X	X	**		**							
Robert Lovingood County of San Bernardino	X	X	**	X	**							
Janice Rutherford County of San Bernardino			**		**							
James Ramos County of San Bernardino			**		**							

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

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

*** New SANBAG Board Member

X = Member attended meeting.
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Empty box = Member 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.

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

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

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

San Bernardino Associated Governments



MISSION STATEMENT

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

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

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

Approved June 2, 1993
Reaffirmed March 6, 1996