

## **AGENDA**

### **General Policy Committee Meeting**

**June 8, 2016**

**9:00 AM**

**Location**

**SANBAG**

*First Floor Lobby*

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

### ***General Policy Committee Membership***

**Chair – SANBAG Vice President**

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

**SANBAG President**

Council Member Ryan McEachron  
City of Victorville

**SANBAG Past President**

Mayor L. Dennis Michael  
City of Rancho Cucamonga

**Mt./Desert Representatives**

Mayor Pro Tem Bill Jahn  
City of Big Bear Lake

Council Member Joel Klink  
City of Twentynine Palms

**East Valley Representatives**

Council Member Dick Riddell  
City of Yucaipa

Mayor Larry McCallon  
City of Highland

Mayor Rhodes (Dusty) Rigsby  
City of Loma Linda

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

**West Valley Representatives**

Mayor Dennis Yates  
City of Chino

Council Member Alan Wapner  
City of Ontario, *MVSS Chair*

Supervisor Janice Rutherford  
County of San Bernardino

*Ray Wolfe*  
*Executive Director*

*Eileen Monaghan Teichert*  
*SANBAG Counsel*

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

**AGENDA**

**General Policy Committee Meeting**

**June 8, 2016  
9:00 AM**

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

**CALL TO ORDER**

(Meeting Chaired by Robert A. Lovingood)

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

**Possible Conflict of Interest Issues**

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

**1. Information Relative to Possible Conflict of Interest**

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

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

Pg. 11

## CONSENT CALENDAR

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

### Consent - Administrative Matters

**2. April and May 2016 Procurement Report** Pg. 12

Receive the April and May 2016 Procurement Report.

**Presenter: Hilda Flores**

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

**3. Budget to Actual Report for third quarter ending March 31, 2016** Pg. 23

Receive and file Budget to Actual Report for third quarter ending March 31, 2016.

**Presenter: Hilda Flores**

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

## DISCUSSION ITEMS

### Discussion - Administrative Matters

**4. Pay off Net Pension Liability with CalPERS** Pg. 26

That the General Policy Committee recommend the Board:

A. Acting as the San Bernardino County Transportation Authority authorize use of a not-to-exceed amount of \$56,000 to pay off unfunded pension liability with California Public Employees' Retirement System.

B. Approve a Fiscal Year 2015/2016 budget amendment in the amount of \$56,000 funded with General Fund, Local/Other, Task 0400, Financial Management.

**Presenter: Hilda Flores**

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

**5. Award Banking & Credit Card Services Contract** Pg. 28

That the General Policy Committee recommend the Board acting as the San Bernardino County Transportation Authority approve Contract No. 16-1001472 with Wells Fargo Bank, National Association for Banking and Credit Card Services for a five year term with options to extend the original term of the Contract for two (2) one-year terms.

**Presenter: Hilda Flores**

**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 Procurement Manager has reviewed the draft contract.**

**6. Unit 110 Furniture Request**

Pg. 33

That the General Policy Committee recommend the Board authorize the Executive Director or his designee the authority to enter into a Purchase Order for a Not-To-Exceed amount of \$210,000 with GM Business Interiors to enable staff to purchase the necessary furniture to establish workstations in Unit 110 in preparation for staff who will be moving into this unit.

**Presenter: Duane Baker**

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

**7. Local Agency Formation Commission Lease Agreement for Unit 150**

Pg. 35

That the General Policy Committee recommend the Board:

A. Authorize the Executive Director or his designee to enter into lease agreement 16-1001429 with Local Agency Formation Commission (LAFCO) for the purposes of leasing Unit 150.

B. Authorize the Executive Director or his designee to approve necessary expenditures to cover the cost of the required renovation associated with bringing this space up to current code standards which are required to allow this unit to be inhabited by LAFCO. Initial estimates would require SANBAG to fund \$130,000 all of which will be reimbursed by LAFCO over the initial 5-year term of their lease agreement.

C. Approve loan receivable in the amount of \$130,000, from Property Assessed Clean Energy Fund, to fund renovations and LAFCO over a five year term.

**Presenter: Duane Baker**

**This item is not scheduled for review by any other policy committee or technical advisory committee. This contract has been reviewed and approved by the Assistant General Counsel and the Procurement Manager.**

**Discussion - Air Quality/Traveler Services**

**8. Agreement with the Riverside County Transportation Commission for implementation of the San Bernardino County Rideshare, Trip Reduction and 511 programs.**

Pg. 57

That the General Policy Committee recommend the Board, acting in the capacity of the San Bernardino County Transportation Commission, approve Contract No. 16-1001514 with Riverside County Transportation Commission (RCTC) for Rideshare, Trip Reduction, and 511 Programs, effective July 1, 2016 through June 30, 2017, in an amount not-to-exceed \$1,500,000.

**Presenter: Kelly Lynn**

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

**9. Execution of Funding Agreement related to the Implementation of a Freeway Service Patrol Beat along the SR-210 freeway, and authorize staff to release two Request for Proposals for FSP tow services.** Pg. 79

That the General Policy Committee recommend the Board:

A. Approve Funding Agreement No.16-1001533 with the South Coast Air Quality Management District (SCAQMD) in the amount of \$800,625, with a 25% match of \$266,875 to be made with DMV/SAFE funds for the implementation of a Freeway Service Patrol (FSP) Beat along the State Route (SR)-210 from the LA County line to Citrus Avenue.

B. Authorize staff to release Request for Proposal (RFP) 16-1001522 for FSP services along Beat 14, which runs on the Interstate (I)-215 from the Riverside County line to Devore Road.

C. Authorize staff to release Request for Proposal (RFP) 16-1001523 for FSP services along Beat 31, which runs on the SR-210 from the LA County line to Citrus Avenue. This RFP will also include a request for services along FSP Beat 9, which runs along the I-10 from the LA County line to Haven Avenue.

**Presenter: Kelly Lynn**

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

**Discussion - Regional/Subregional Planning**

**10. Congestion Management Program 2016 Update** Pg. 146

That the General Policy Committee recommend the Board, acting as the San Bernardino County Congestion Management Agency, approve the 2016 update to the Congestion Management Program.

**Presenter: Timothy Byrne**

**The information in this item was presented to the Transportation Technical Advisory Committee on April 4, 2016 and May 2, 2016. This item is not scheduled for review by any other policy committee.**

**Discussion - Transportation Programming and Fund Administration**

**11. Measure I 2016 Population Estimates** Pg. 149

That the General Policy Committee recommend the Board adopt the 2016 Population Estimates in Attachment B for use in the allocation of Measure I Local Street Program Funds.

**Presenter: Ellen Pollema**

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

**Comments from Board Members**

Brief comments from Committee Members

**Public Comment**

Brief comments from the General Public

**ADJOURNMENT**

## **Additional Information**

Attendance Record  
SANBAG Entities  
Acronym List  
Mission Statement

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Pg. 163

**The General Policy Committee will go DARK in July**

**The next General Policy Committee meeting will be held Wednesday, August 10, 2016**

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

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

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

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

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 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. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the “Consent Calendar” and “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 8, 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
4	N/A	California Public Employees' Retirement System (CalPERS) <i>Kerry Worgan</i>	None
5	16-1001472	Wells Fargo Bank, National Association <i>Jamie R. Varner</i>	None
6	N/A	GM Business Interiors <i>Gary Meier</i>	None

**Financial Impact:**

This item has no direct impact on the SANBAG budget.

**Reviewed By:**

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

**Responsible Staff:**

Duane Baker, Deputy Executive Director

Approved  
 General Policy Committee  
 Date: June 8, 2016

Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE

## *Minute Action*

AGENDA ITEM: 2

**Date:** June 8, 2016

**Subject:**

April and May 2016 Procurement Report

**Recommendation:**

Receive the April and May 2016 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 March and April is presented herein as Attachment A, and all RFPs and IFBs are presented in Attachment B.

**Financial Impact:**

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

**Reviewed By:**

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

**Responsible Staff:**

Hilda Flores, Chief of Fiscal Resources

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

General Policy Committee Agenda Item  
June 8, 2016  
Page 2

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Approved  
General Policy Committee  
Date: June 8, 2016  
Witnessed By:

## Attachment A

### April/May Contract Actions

#### New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
16-1001370	Marketing and Branding Services	Celtis Ventures	\$100,000.00	Consultant Services for Marketing and Branding Services
16-1001495	License Agreement	Property One, LLC	\$3,930.00	License Agreement for 2" Water Pipeline
16-1001478*	Rim of the World District-wide Active Transportation Plan PSA 012	Caltrans	\$285,000.00	District-wide Active Transportation Plan Program Supplement

\*The Executive Director was authorized to execute Program Supplements associated with the Master Agreement between Caltrans and SANBAG on March 7, 2007. There are no dollar limits associated to the Executive Director's authorization for these Program Supplements.

## Attachment A

### April/May Contract Amendment Actions

**Contract Amendments Executed:**

<b>Contract No. &amp; Amendment No.</b>	<b>Reason for Amendment (include a description of the amendment)</b>	<b>Vendor Name</b>	<b>Previous Amendments &amp; Dollar Values</b>	<b>Dollar Amount of Amendment</b>	<b>Amended Contract Total</b>
C12221 Amendment 2	Amendment 2 increases contract amount by \$3,000, which includes a \$470 contingency Project: FSP Digital Radio Frequencies.	Lucky Two Way Radio	Original \$15,048.00 Amendment 1 \$6,072.00	\$2,530.00	\$31,000.00

Attachment: Attachment A (2801 : Procurement Report)

## Attachment A April/May 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
C14003 CTO 20 Amendment 2	Added new design work for Sierra/Juniper Grade crossing design.	Hatch Mott MacDonald	\$20,000,000.00 Shared with Parsons Brinckerhoff (C14086)	CTO 8 \$525,255.00 CTO 10 \$57,938.56 CTO 11 \$1,579,358.00 CTO 12A \$267,034.56 CTO 15 \$759,580.00 CTO 17 \$125,539.00 CTO 19 \$498,324.00 CTO 22 \$249,729.00 CTO 23 \$1,134.55 CTO 25 \$78,441.00 CTO 26 \$21,581.00 CTO 31 \$31,542.00 CTO 32 \$498,593.00 CTO 33 \$377,893.00 CTO 35 \$58,613.86 CTO 38 \$137,852.00 CTO 41 \$27,780.00 CTO 43 \$60,337.00 CTO 44 \$9,032.00	Original \$299,836.00 Amendment 1 \$0.00 Amendment 2 \$77,662.00 Total \$377,498.00

Attachment: Attachment A (2801 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14003 CTO 44	Feasibility to retrofit existing bridge over the Zanja Creek for Ped and bike use.	Hatch Mott MacDonald	\$20,000,000.00 Shared with Parsons Brinckerhoff (C14086)	CTO 8 \$525,255.00 CTO 10 \$57,938.56 CTO 11 \$1,579,358.00 CTO 12A \$267,034.56 CTO 15 \$759,580.00 CTO 17 \$125,539.00 CTO 19 \$498,324.00 CTO 20 \$377,498.00 CTO 22 \$249,729.00 CTO 23 \$1,134.55 CTO 25 \$78,441.00 CTO 26 \$21,581.00 CTO 31 \$31,542.00 CTO 32 \$498,593.00 CTO 33 \$377,893.00 CTO 35 \$58,613.86 CTO 38 \$137,852.00 CTO 41 \$27,780.00 CTO 43 \$60,337.00	\$9,032.00

Attachment: Attachment A (2801 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14003 CTO 22 Amendment 3	Added new design work for Sierra/Juniper Grade crossing design.	Hatch Mott MacDonald	\$20,000,000.00 Shared with Parsons Brinckerhoff (C14086)	CTO 8 \$525,255.00 CTO 10 \$57,938.56 CTO 11 \$1,579,358.00 CTO 12A \$267,034.56 CTO 15 \$759,580.00 CTO 17 \$125,539.00 CTO 19 \$498,324.00 CTO 20 \$377,498.00 CTO 23 \$1,134.55 CTO 25 \$78,441.00 CTO 26 \$21,581.00 CTO 31 \$31,542.00 CTO 32 \$498,593.00 CTO 33 \$377,893.00 CTO 35 \$58,613.86 CTO 38 \$137,852.00 CTO 41 \$27,780.00 CTO 43 \$60,337.00 CTO 44 \$9,032.00	Original \$249,729.00 Amendment 1 \$0.00 Amendment 2 \$0.00 Amendment 3 \$31,085.00 Total \$280,814.00

Attachment: Attachment A (2801 : Procurement Report)

<b>Contract No. &amp; CTO No.</b>	<b>Description of CTO</b>	<b>Vendor Name</b>	<b>Contract Amount</b>	<b>Previously Issued CTOs</b>	<b>Dollar Amount of CTO</b>
15-1001310 CTO 1 Amendment 1	Additional Project Analysis for CMAQ Annual report and LCTOP Application Assistance.	PCR	\$50,000.00		Original \$7,040.00 Amendment 1 \$680.00  Total \$7,720.00

Attachment: Attachment A (2801 : Procurement Report)

## Attachment A

### April/May Purchase Order Actions

**Purchase Orders:**

<b>PO No.</b>	<b>PO Issue Date</b>	<b>Vendor Name</b>	<b>Description of Services</b>	<b>PO Dollar Amount</b>
4001456	04/26/2016	Inland Empire 66ers	Signage for 511 on main entrance and other locations at the 66ers stadium.	\$5,000.00
4001462	05/12/2016	AT&T Mobility	Cellular service for call boxes.	\$15,000.00
4001463	05/10/2016	CALCOMM Systems, Inc.	Network cabling for Finance office.	\$6,195.14

Attachment: Attachment A (2801 : Procurement Report)

## Attachment A

### April/May Purchase Order Amendment Actions

**Purchase Order Amendments Executed:**

<b>Purchase Order No. &amp; Amendment No.</b>	<b>Description of Services and Reason for Amendment</b>	<b>Vendor Name</b>	<b>Previous Amendments &amp; Dollar Values</b>	<b>Dollar Amount of Amendment</b>	<b>Amended PO Total</b>
None					

Attachment: Attachment A (2801 : Procurement Report)

## Attachment B

### April/May RFP's and IFB's

**Release of RFP's and IFB's**

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

\*No RFP's or IFB's to report.

Attachment: Attachment B (2801 : Procurement Report)

## *Minute Action*

AGENDA ITEM: 3

**Date:** June 8, 2016

**Subject:**

Budget to Actual Report for third quarter ending March 31, 2016

**Recommendation:**

Receive and file Budget to Actual Report for third quarter ending March 31, 2016.

**Background:**

SANBAG's Budget for Fiscal Year 2015/2016 for new activity was adopted by the Board of Directors on June 3, 2015. This report provides a summary of program activity and task activity compared to Budget based on the new string structure implemented in Fiscal Year 2015/2016. Budgetary information includes the original and revised budgets, and unaudited year-to-date expenditures as of March 31, 2016.

**Financial Impact:**

This item reports the status of expenditures against budget and imposes no financial impact on the Fiscal Year 2015/2016 Budget.

**Reviewed By:**

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

**Responsible Staff:**

Hilda Flores, Chief of Fiscal Resources

Approved  
 General Policy Committee  
 Date: June 8, 2016

Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE

**San Bernardino Associated Governments  
Budget to Actual Report: July 2015 - March 2016  
Fiscal Year 2015/2016**

**ENVIRONMENTAL AND ENERGY CONSERVATION**

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0101	Environment	436,137	-	24,043	412,094	176,343	235,751	42.79%
0111	Energy Conservation	1,230,490	58,542	-	1,289,032	708,644	580,388	54.97%
<b>TOTAL ENVIRONMENTAL AND ENERGY CONSERVATION</b>		<b>1,666,627</b>	<b>58,542</b>	<b>24,043</b>	<b>1,701,126</b>	<b>884,987</b>	<b>816,139</b>	<b>52.02%</b>

**COMMUTER AND MOTORIST ASSISTANCE**

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0406	Traveler Services	2,371,345	-	25,769	2,345,576	723,986	1,621,590	30.87%
0702	Call Box System	2,426,632	-	89,234	2,337,398	947,245	1,390,153	40.53%
0704	Freeway Service Patrol/State	2,780,734	-	3,206	2,777,528	1,370,144	1,407,385	49.33%
<b>TOTAL COMMUTER AND MOTORIST ASSISTANCE</b>		<b>7,578,711</b>	<b>-</b>	<b>118,209</b>	<b>7,460,502</b>	<b>3,041,374</b>	<b>4,419,128</b>	<b>40.77%</b>

**REGIONAL AND SUBREGIONAL PLANNING**

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0110	Regional Planning	489,052	-	-	489,052	393,123	95,929	80.38%
0203	Congestion Management	222,614	-	-	222,614	119,190	103,424	53.54%
0404	Subregional Planning	5,379,793	559,250	30,083	5,908,960	927,648	4,981,312	15.70%
0941	Mt./Desert Planning & Project Development	229,786	-	-	229,786	38,296	191,490	16.67%
<b>TOTAL REGIONAL AND SUBREGIONAL PLANNING</b>		<b>6,321,245</b>	<b>559,250</b>	<b>30,083</b>	<b>6,850,412</b>	<b>1,478,257</b>	<b>5,372,155</b>	<b>21.58%</b>

**GENERAL GOVERNMENT**

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0100	Board of Directors	232,000	24,436	22,633	233,803	97,038	136,765	41.50%
0200	Executive Administration and Support	871,961	47,193	2,567	916,587	492,998	423,589	53.79%
0350	General Counsel	592,674	50,000	-	642,674	222,582	420,092	34.63%
0400	Financial Management	1,309,179	27,905	6,442	1,330,642	958,203	372,438	72.01%
0501	Intergovernmental Relations	588,535	8,175	-	596,710	211,337	385,373	35.42%
0503	Legislation	519,967	-	-	519,967	400,122	119,845	76.95%
0605	Public Affairs	1,145,929	(2,341)	-	1,143,588	551,336	592,252	48.21%
0805	Building Operation	14,201	77,474	-	91,675	76,247	15,428	83.17%
<b>TOTAL GENERAL GOVERNMENT</b>		<b>5,274,446</b>	<b>232,842</b>	<b>31,642</b>	<b>5,475,646</b>	<b>3,009,864</b>	<b>2,465,782</b>	<b>54.97%</b>

**TRANSIT AND PASSENGER RAIL**

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0309	General Transit	605,277	-	54,522	550,755	424,392	126,364	77.06%
0310	Transit Operating	9,479,921	433,789	3,906,582	6,007,128	2,972,350	3,034,778	49.48%
0311	Transit Capital	345,965	2,648,152	1,680,875	1,313,242	362,110	951,132	27.57%
0322	San Bernardino Transit Center	3,319,941	669,114	124,819	3,864,236	1,081,162	2,783,074	27.98%
0323	Downtown San Bernardino Passenger Rail	53,504,351	(2,662,601)	2,569,147	48,272,603	15,310,245	32,962,358	31.72%
0324	Redlands Passenger Rail	25,946,323	913,514	390,211	26,469,626	674,294	25,795,332	2.55%
0325	San Gabriel Subdivision Line Improvements	4,337,870	(1,225,250)	636,071	2,476,549	132,127	2,344,422	5.34%
0326	Goldline Extension	-	50,000	27,780	22,220	8,744	13,476	39.35%
0327	Shortway Subdivision	-	4,067,830	401,070	3,666,760	3,102,957	563,802	84.62%
0352	General Commuter Rail	1,037,831	1,226,923	35,601	2,229,153	850,951	1,378,201	38.17%
0377	Commuter Rail Operating	16,993,375	(31,778)	980,774	15,980,823	15,096,849	883,974	94.47%
0379	Commuter Rail Capital	3,819,933	7,268,597	7,737,253	3,351,277	401,174	2,950,103	11.97%
0383	Vanpool Program	1,450,128	50,000	-	1,500,128	-	1,500,128	0.00%
<b>TOTAL TRANSIT AND PASSENGER RAIL</b>		<b>120,840,915</b>	<b>13,408,290</b>	<b>18,544,705</b>	<b>115,704,501</b>	<b>40,417,356</b>	<b>75,287,145</b>	<b>34.93%</b>

Attachment: budget to actual 2016 Q3 (2859 : Budget to Actual Report third quarter ending March 31,

**MAJOR PROJECT DELIVERY**

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK	% OF BUDGET
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDED
0815	Measure I Program Management	4,769,944	-	-	4,769,944	2,915,514	1,854,430	61.12%
0820	Freeway Projects	66,780,171	4,914,457	49,556	71,645,072	6,448,480	65,196,592	9.00%
0830	Interchange Projects	77,386,270	(392,861)	98,382	76,895,027	16,785,614	60,109,413	21.83%
0840	Grade Separation Projects	48,146,598	942,861	24,137	49,065,322	12,825,319	36,240,003	26.14%
0860	Arterial Projects	429,881	-	-	429,881	124,753	305,128	29.02%
<b>TOTAL MAJOR PROJECT DELIVERY</b>		<b>197,512,864</b>	<b>5,464,457</b>	<b>172,074</b>	<b>202,805,247</b>	<b>39,099,680</b>	<b>163,705,567</b>	<b>19.28%</b>

**FUND ADMINISTRATION AND PROGRAMMING**

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK	% OF BUDGET
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDED
0500	Fund Administration	1,095,350	-	82,401	1,012,949	923,323	89,626	91.15%
0550	Programming	152,835,442	2,109,139	97,839,180	57,105,401	27,704,248	29,401,153	48.51%
<b>TOTAL FUND ADMINISTRATION AND PROGRAMMING</b>		<b>153,930,792</b>	<b>2,109,139</b>	<b>97,921,581</b>	<b>58,118,350</b>	<b>28,627,572</b>	<b>29,490,778</b>	<b>49.26%</b>

**DEBT SERVICE**

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK	% OF BUDGET
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDED
0965	2012 A Sales Tax Revenue Bond	6,080,438	-	-	6,080,438	6,076,938	3,501	99.94%
0966	2014 A Sales Tax Revenue Bond	5,138,613	-	-	5,138,613	5,135,113	3,501	99.93%
<b>TOTAL DEBT SERVICE PROGRAM</b>		<b>11,219,051</b>	<b>-</b>	<b>-</b>	<b>11,219,051</b>	<b>11,212,050</b>	<b>7,001</b>	<b>99.94%</b>

<b>GRAND TOTAL ALL PROGRAMS</b>	<b>504,344,651</b>	<b>21,832,520</b>	<b>116,842,337</b>	<b>409,334,834</b>	<b>127,771,140</b>	<b>281,563,695</b>	<b>31.21%</b>
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**CONSOLIDATED BY PROGRAM**

PROGRAM DESCRIPTION	ORIGINAL			REVISED		PROGRAM	% OF BUDGET
	BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDED
ENVIRONMENTAL AND ENERGY CONSERVATION	1,666,627	58,542	24,043	1,701,126	884,987	816,139	52.02%
COMMUTER AND MOTORIST ASSISTANCE	7,578,711	-	118,209	7,460,502	3,041,374	4,419,128	40.77%
REGIONAL AND SUBREGIONAL PLANNING	6,321,245	559,250	30,083	6,850,412	1,478,257	5,372,155	21.58%
GENERAL GOVERNMENT	5,274,446	232,842	31,642	5,475,646	3,009,864	2,465,782	54.97%
TRANSIT AND PASSENGER RAIL	120,840,915	13,408,290	18,544,705	115,704,501	40,417,356	75,287,145	34.93%
MAJOR PROJECT DELIVERY	197,512,864	5,464,457	172,074	202,805,247	39,099,680	163,705,567	19.28%
FUND ADMINISTRATION AND PROGRAMMING	153,930,792	2,109,139	97,921,581	58,118,350	28,627,572	29,490,778	49.26%
DEBT SERVICE	11,219,051	-	-	11,219,051	11,212,050	7,001	99.94%
<b>GRAND TOTAL ALL PROGRAMS</b>	<b>504,344,651</b>	<b>21,832,520</b>	<b>116,842,337</b>	<b>409,334,834</b>	<b>127,771,140</b>	<b>281,563,695</b>	<b>31.21%</b>

**NOTES:** Certain budget appropriations represent timing of capital expenditures and can be expended over several years.  
 Measure I Local pass through includes reversal of prior Fiscal Year accruals.  
 Encumbrances reduce revised budget amount.

Attachment: budget to actual 2016 Q3 (2859 : Budget to Actual Report third quarter ending March 31,

## *Minute Action*

AGENDA ITEM: 4

**Date:** June 8, 2016

**Subject:**

Pay off Net Pension Liability with CalPERS

**Recommendation:**

That the General Policy Committee recommend the Board:

- A. Acting as the San Bernardino County Transportation Authority authorize use of a not-to-exceed amount of \$56,000 to pay off unfunded pension liability with California Public Employees' Retirement System.
- B. Approve a Fiscal Year 2015/2016 budget amendment in the amount of \$56,000 funded with General Fund, Local/Other, Task 0400, Financial Management.

**Background:**

SANBAG contributes to the California Public Employees' Retirement System (CalPERS), a cost sharing multiple employer defined benefit pension plan, on behalf of participants in the CalPERS plan who have already retired from SANBAG and are not actively contributing to the plan. Thus, the plan is part of the CalPERS Inactive Agency Risk Pool. The recommended payoff will simplify the transition of SANBAG's employees to the San Bernardino County Transportation Authority pursuant to SB 1305, currently pending in the legislature, by eliminating any notification and other obligations to CalPERS. SANBAG may have an obligation to process additional payments if CalPERS experiences investment losses. If CalPERS investments yield positive returns, the pension status will become superfunded.

SANBAG staff recommends paying off net pension liability of approximately \$56,000 to CalPERS from the SANBAG General Fund, Local/Other. This fund represents funds accumulated over time from various sources not accounted for separately. The reserve was anticipated to be used for contingencies and/or self-insurance purposes. These funds probably originated from old MSI projects or refunds. The reserve is included in the Fiscal Year 2016/2017 budget. SANBAG staff will incorporate in the Fiscal Year 2017/2018 budget a policy to use the funds in the General Fund, Local/Other. Eligible uses of these funds may include settlement of a general claim or one-time emergency or catastrophic loss.

**Financial Impact:**

This item is not consistent with the Fiscal Year 2015/2016 budget. Recommendation B is to approve a budget amendment in the amount of \$56,000 in Task 0400 from General Fund, Local/Other.

**Reviewed By:**

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

**Responsible Staff:**

Entity: CTA

General Policy Committee Agenda Item  
June 8, 2016  
Page 2

Hilda Flores, Chief of Fiscal Resources

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Approved  
General Policy Committee  
Date: June 8, 2016  
Witnessed By:

## *Minute Action*

### AGENDA ITEM: 5

**Date:** June 8, 2016

**Subject:**

Award Banking & Credit Card Services Contract

**Recommendation:**

That the General Policy Committee recommend the Board acting as the San Bernardino County Transportation Authority approve Contract No. 16-1001472 with Wells Fargo Bank, National Association for Banking and Credit Card Services for a five year term with options to extend the original term of the Contract for two (2) one-year terms.

**Background:**

San Bernardino Associated Governments (SANBAG) has maintained a banking relationship with Community Bank since 1992. Currently, SANBAG staff is able to perform various banking activities on-line, such as positive pay, automatic clearing house transactions, remote capture deposit, and export bank statements and other data in electronic format.

The minimum balance in its accounts with the bank is \$10,000,000.00 (the “Peg Balance”) to cover the fees associated with activity on the accounts. Should SANBAG’s account activity fluctuate, the Peg Balance may also fluctuate. SANBAG is able to amend the Work offered under this Contract, the Peg Balance may be adjusted accordingly upon mutual agreement of the Parties.

Request For Proposal (RFP) 16-1001472 was released on March 14, 2016, and was sent electronically to banks registered on PlanetBids. Thirteen (13) banks downloaded the RFP packet from PlanetBids as potential proposers. The solicitation was issued in accordance with current SANBAG policies and procedures for professional services.

The RFP was also posted on SANBAG’s website in response to a request from the Chief of Fiscal Resources to engage a bank to provide Banking and Credit Card Services for SANBAG. Addendum No. 1 was issued on March 23, 2016, responding to questions and providing a copy of SANBAG’s bank analysis statement.

Two (2) proposals were received by the date and time specified in the RFP with a third proposal being received late. The proposal received late was rejected. The following is a summary of the events that transpired in the evaluation and selection process. A responsiveness review was conducted by the Procurement Analyst and found both proposals responsive.

**Summary of Evaluation Process:**

On April 13, 2016, the proposals were disseminated to all evaluation committee members. A copy of the Score Sheets and the Declaration of Impartiality and Confidentiality form was also distributed to the committee members. The Evaluation Committee was comprised of two (2) SANBAG staff and one staff member from City of Rancho Cucamonga and Orange County Transportation Authority.

*Entity: CTA*

**Evaluation Committee Meeting:**

Evaluators concluded their individual review of the proposals and convened to review, discuss and score the proposals. The Evaluation Committee members met on April 26, 2016, and discussed each proposal according to the evaluation criteria, including the proposal strengths and weaknesses. The Procurement Manager provided information regarding the reference checks of the firms. All references received were positive. At the completion of discussions the committee members individually scored the proposals based on the following evaluation criteria; Qualifications of the Firm - 25%, Management Approach - 25%, and Technical Approach/Work Plan - 30% and Cost 20%.

Minor variances in the criteria scores were noted and discussed. Full detail of the scores is included in the Contract Audit File.

**Interviews:**

Interviews were conducted with both firms. Interviews were 50 minutes in length, which consisted of a 10-minute 'opening statement' by the firms, followed by 30 minutes of questions and answers. At the completion of the interviews, the Evaluation Committee separately scored the interviews. The assigned weighting between the technical and interviews are 40% and 60% respectively.

**III. EVALUATION COMMITTEE RECOMMENDATION SUMMARY**

The Committee considered both proposers qualified to perform the work specified in the Request For Proposal. The highest ranked firm, Wells Fargo Bank, National Association (Wells Fargo) is being selected for the following reasons: Experience and ability to accommodate to SANBAG's future needs, multiple bank locations, and all components are owned and run by Wells Fargo.

As a result of the scoring, the evaluation committee recommends that the contract to perform the scope of work as outlined in the Request For Proposals 16-1001472, be awarded to Wells Fargo. Wells Fargo was ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team. Evaluation forms and reference checks are located in the Contract Audit File.

***Financial Impact:***

This item is consistent with the Fiscal Year 2016/2017 Budget.

***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 Procurement Manager has reviewed the draft contract.

***Responsible Staff:***

Hilda Flores, Chief of Fiscal Resources

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Approved  
 General Policy Committee  
 Date: June 8, 2016  
 Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001472 Amendment No.: 0 Vendor No.: 03218  
 Vendor/Customer Name: Wells Fargo Sole Source?  Yes  No  
 Description: Banking and credit card services  
 Start Date: 07/01/2016 Expiration Date: 06/30/2021 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount					
Original Contract	\$	100.00	Original Contingency	\$	-
Revised Contract (Inclusive of Prior Amendments)	\$	100.00	Revised Contingency (Inclusive of Prior Amendments)	\$	-
Current Amendment	\$	-	Contingency Amendment	\$	-
TOTAL CONTRACT VALUE	\$	100.00	TOTAL CONTINGENCY VALUE	\$	-
				TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 100.00

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 07/06/2016  
 Board of Directors Action: That the General Policy Committee recommend the Board acting as the San Bernardino County Transportation Authority approve Contract No. 16-1001472 with Wells Fargo Bank, National Association for Banking and Credit Card Services for a five year term. The Authority with options to may extend the original term of the Contract for two (2) one-year option terms.

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: 2 Type:  Capital  PAA  Other  
 Retention: % Maximum Retention: \$ -  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal %

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Hilda Flores

Attachment: Contract Summary Sheet (2767) : Contract No. 16-1001472 for Bank Services

**EXHIBIT A “SCOPE OF WORK”**

Attachment: 16-1001472 Exhibit A - Banking Services SOW (2767 : Contract No. 16-1001472 for Bank Services)

The bank institution shall:

- Establish demand deposit accounts a necessary to meet banking requirements of SANBAG. At present, two accounts are used, one checking and one money market.
- Provide an overnight investment service for excess cash balances in the demand accounts. Typically, \$3-10 million is available for overnight investment.
- Disburse funds via wire transfer or ACH transactions upon on-line request of an authorized person.
- Provide stop payment services, via on-line request.
- Provide automated balance and statement reporting for all of SANBAG accounts. Statement cutoff is last day of the month, statements available no later than the 5<sup>th</sup> business day of the following month.
- Provide bankcard services with average limits of \$10,000 for eight SANBAG Directors.
- Collateralize all collected balances, in excess of balances insured by Federal Deposit Insurance Corporation (FDIC), as required by Sections 53600 and 53635 of the California Government Code.

## *Minute Action*

AGENDA ITEM: 6

**Date:** June 8, 2016

**Subject:**

Unit 110 Furniture Request

**Recommendation:**

That the General Policy Committee recommend the Board authorize the Executive Director or his designee the authority to enter into a Purchase Order for a Not-To-Exceed amount of \$210,000 with GM Business Interiors to enable staff to purchase the necessary furniture to establish workstations in Unit 110 in preparation for staff who will be moving into this unit.

**Background:**

San Bernardino Associated Governments, acting in its capacities as the Commission and the Authority, jointly owns, with the City of San Bernardino certain real property located at 1170 West 3<sup>rd</sup> Street, San Bernardino, California, which property is known as the San Bernardino Santa Fe Depot. San Bernardino Associated Governments has exclusive rights to enter into, amend or terminate all property management agreements at the Depot, pursuant to SANBAG Cooperative Agreement No. 04-040 with the City of San Bernardino.

SANBAG has been considering its options to acquire additional office space to provide adequate work space for its staff. Recently, Southern California Regional Rail Authority (SCRRA) exercised their early termination option provided in their lease and vacated Unit 110 here at the Depot. As a result, SANBAG has decided to acquire this space which will add an additional 5,455 square feet of much needed space to our existing office space.

Staff is recommending that the Committee recommend the Board authorize the Executive Director or his designee the authority to enter into a Purchase Order for a Not-To-Exceed amount of \$210,000 with GM Business Interiors to enable staff to purchase the necessary furniture to establish workstations in Unit 110 in preparation for staff who will be moving into this unit.

GM Business Interiors is our current vendor for office furniture and is recommended to also provide furniture for Unit 110 to ensure continuity in the product received, provide consistency in appearance, and also ensure that we retain the ability to move and or combine stations throughout SANBAG as future needs arise.

Funding for this item is consistent with Fiscal Year 2016/2017 budget under Task 0805 Building Operation.

**Financial Impact:**

Funding for this item is consistent with Fiscal Year 2016/2017 budget under Task 0805 Building Operation.

**Reviewed By:**

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

**Entity:** CTA, CTC

General Policy Committee Agenda Item  
June 8, 2016  
Page 2

***Responsible Staff:***

Duane Baker, Deputy Executive Director

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Approved  
General Policy Committee  
Date: June 8, 2016  
Witnessed By:

## *Minute Action*

AGENDA ITEM: 7

**Date:** June 8, 2016

**Subject:**

Local Agency Formation Commission Lease Agreement for Unit 150

**Recommendation:**

That the General Policy Committee recommend the Board:

- A. Authorize the Executive Director or his designee to enter into lease agreement 16-1001429 with Local Agency Formation Commission (LAFCO) for the purposes of leasing Unit 150.
- B. Authorize the Executive Director or his designee to approve necessary expenditures to cover the cost of the required renovation associated with bringing this space up to current code standards which are required to allow this unit to be inhabited by LAFCO. Initial estimates would require SANBAG to fund \$130,000 all of which will be reimbursed by LAFCO over the initial 5-year term of their lease agreement.
- C. Approve loan receivable in the amount of \$130,000, from Property Assessed Clean Energy Fund, to fund renovations and LAFCO over a five year term.

**Background:**

San Bernardino Associated Governments, acting in its capacities as the Commission and the Authority, jointly owns, with the City of San Bernardino certain real property located at 1170 West 3<sup>rd</sup> Street, San Bernardino, California, which property is known as the San Bernardino Santa Fe Depot. San Bernardino Associated Governments has exclusive rights to enter into, amend or terminate all property management agreements at the Depot, pursuant to SANBAG Cooperative Agreement No. 04-040 with the City of San Bernardino.

The Local Agency Formation Commission (LAFCO) expressed interest in leasing Unit 150 which is more commonly referred to as the Harvey House space. In order to lease this space, additional renovations are required to bring this space up to current code standards before this unit may be occupied.

Following LAFCO's inquiry to lease this unit, SANBAG began negotiations with LAFCO to identify the terms of their lease. The initial estimate to renovate this space to bring it up to current code standards was \$230,000. As part of their lease, LAFCO agrees to contribute \$100,000 at the start of construction and SANBAG will cover the remainder of the construction costs which LAFCO will reimburse SANBAG over the initial 5-year term of their lease.

**Base Rent:** LAFCO will pay a base monthly rate of \$0.95 per rentable square foot or \$3,337.35 per month for the initial 5-year term of this lease. Increase of Base Rent for Option terms will be based on CPI.

**Entity:** CTA, CTC

General Policy Committee Agenda Item

June 8, 2016

Page 2

Common area expenses (CAM): LAFCO will pay 9.3% which is estimated to be approximately \$2,400 per month.

Amortized monthly cost: LAFCO will pay \$2,166.67 monthly directly to SANBAG based on initial estimates for the cost of the renovation.

Altogether, the base rent and common area expense and amortization costs, LAFCO will pay an estimated \$7,904.02 per month.

***Financial Impact:***

Approval of this item would result in a loan to LAFCO from SANBAG for \$130,000, from Property Assessed Clean Energy Fund, amortized over five year term.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. This contract has been reviewed and approved by the Assistant General Counsel and the Procurement Manager.

***Responsible Staff:***

Duane Baker, Deputy Executive Director

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Approved  
General Policy Committee  
Date: June 8, 2016

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001429 Amendment No.: 0 Vendor No.: 02417  
 Vendor/Customer Name: Local Agency Formation Commission Sole Source?  Yes  No  
 Description: Lease of Unit 150 (Harvey House Space)  
 Start Date: 06/01/2017 Expiration Date: 07/24/2022 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 344,241.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 344,241.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 344,241.00

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: \_\_\_\_\_  
 Board of Directors Action: \_\_\_\_\_

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Duane Baker: Initial 5-year term at \$.95 per square foot plus CAM, each option to extend will increase per CPI.

Attachment: Contract Summary Sheet (2870 : LAFCO Lease for Unit 150)

**CONTRACT NO: 16-1001429**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**

**AND**

**LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY  
(LAFCO)**

F Cod

Attachment: LAFCO lease-2015 draft rev 5-18-16 (2870 : LAFCO Lease for Unit 150)

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### 1. Summary of Lease Provisions

1.01 **Parties:** This Lease, dated, for reference purposes only, October 5, 2015, is made by and between **San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission (SANBAG)** (herein called "Landlord") and **Local Agency Formation Commission for San Bernardino County (LAFCO)** (herein called "Tenant").

1.02 **Premises:** Unit Number(s) 150, consisting of **3,513** rentable square feet, more or less, as defined in Section 2 (the "Premises").

1.03 **Building:** Commonly described as being located at **1170 West 3rd Street** in the City of **San Bernardino**, County of **San Bernardino**, State of California.

1.04 **Term:** **Five (5) years**, commencing **April-June 1, 2017** ("Commencement Date") and ending **March 31, 2022**, as defined in Section 5.

1.05 **Base Rent:** **\$.95** per rentable square foot of Premises per month, payable quarterly in advance on the **first** calendar day of each quarter , per Section 6.

1.06 **Base Rent Increase:** Annually, the monthly Base Rent payable under Section 1.05 shall be adjusted as provided in Section 7.

1.07 **Late Charges:** **6%** if any installment of Base Rent, Operating Expense Increase, or any other sum due from Tenant shall not be received by Landlord within **five (5)** business days after the first day of each month.

1.08 **Security Deposit:** **\$0.00.**

1.09 **Tenant's Share of Common Area Operating Expenses:** **9.3%** as defined in Section 6.

1.10 **Parking:** Maximum **fourteen (14)** unreserved and unassigned vehicle parking spaces for Tenant's employees and visitors (who shall not utilize any spaces reserved for other occupants of the Depot), as provided for in Section 4.

1.11 **Use:** **LAFCO Offices.**

1.12 **Utilities:** Provided by Landlord (subject to reimbursement as may be provided for in this Lease): **Water/Sewer/Gas/Trash** Provided by Tenant: **Electricity/Phone/Data**, as further defined and subject to the provisions in Section 11.

1.13 **Maintenance & Repairs:** Interior of Premises maintained by **Tenant**; Exterior of Building maintained by **Landlord** subject to and in accordance with Section 10.

1.14 **Insurance:** **\$1,000,000** liability policy required to be carried by Tenant prior to Occupancy - see Section 13.

1.15 **Options to Extend:** Tenant has **two (2)** Options to Extend the term of this Lease for a period of **five (5) years** each, as provided for in Section 25.

1.16 **Tenant Improvements:** (check one)

- Tenant to accept Premises in as-is condition.
- Landlord to provide Tenant Improvements as provided for in Paragraph 28.
- Tenant to provide Tenant Improvements as provided for in Paragraph \_\_\_\_.

1.17 **Notices:**

To Landlord:

**San Bernardino Associated Governments (SANBAG)**

**c/o City Commercial Management  
10722 Arrow Route - Suite 500  
Post Office Box 548  
Rancho Cucamonga, CA 91729-0548  
Telephone: (909) 948-1662  
FAX : (909) 948-1349  
Email: [mike@city-commercial.com](mailto:mike@city-commercial.com)**

To Tenant:

**Local Agency Formation Commission for San Bernardino County (LAFCO)**

**215 N. D Street, Suite 204  
San Bernardino, CA 92415-0490**

**(909) 388-0480  
(909) 885-8170 fax**

**Email: [lafco@lafco.sbcounty.gov](mailto:lafco@lafco.sbcounty.gov)**

### 2. Premises.

Landlord hereby leases to Tenant for the term, at the rental, and upon all of the conditions set forth herein, the Premises as defined in Section 1.02. The Premises, the Building(s), the Common Areas, and the land upon which the same are located, are collectively referred to as the "Depot" (as per the attached Site Plan). It is understood and agreed that the square footage figures set forth in the Basic Lease Provisions are approximations which Landlord and Tenant agree are reasonable and shall not be subject

Attachment: LAFCO lease-2015 draft rev 5-18-16 (2870 : LAFCO Lease for Unit 150)

to revision except in connection with an actual change in the size of the Premises.

Tenant hereby accepts the Premises and the Depot in their condition existing as of the Lease Commencement Date or the date that Tenant takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any easements, covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that it has satisfied by its own independent investigation that the Premises are suitable for its intended use, and that neither Landlord nor Landlord's agent or agents has made any representation or warranty as to the present or future suitability of the Premises, Common Areas, or Depot for the conduct of Tenant's business. LANDLORD HEREBY DISCLOSES THAT PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1938, THE PREMISES, COMMON AREAS, AND THE BUSINESS PARK HAS NOT UNDERGONE INSPECTION BY "CERTIFIED ACCESS SPECIALIST" (A CASp), AND THUS HAS NOT BEEN VERIFIED TO MEET ALL APPLICABLE CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS.

### 3. Common Areas.

"Common Areas" are defined as all areas outside the confines of the Premises, including but not limited to parking areas, loading and unloading zones, trash enclosures, roadways, sidewalks, walkways, parkways, ramps, driveways, landscaped areas, and that are within the Depot that are provided and designated for the general non-exclusive use of Landlord, Tenant, and all other Tenants of the Depot. Tenant, Tenant's employees, visitors, and invitees hereby agree to abide by and conform to all rules and regulations, which Landlord shall have the right in its sole reasonable discretion to modify from time to time. Landlord shall have the exclusive control and management of the Common Areas; however, Landlord shall not be responsible for the non-compliance of said rules and regulations by other tenants, employees, and invitees to the Depot. Landlord shall have the right in its sole discretion to (1) make changes to the Building exterior and/or Common Areas; (2) close temporarily any of the Common Areas for maintenance purposes so long as reasonable access remains available; and (3) to add additional improvements to the Common Areas. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Landlord or Landlord's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Landlord shall have the right, without notice, in addition to such other rights and remedies it may have, to remove the property and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

### 4. Parking.

Tenant shall be entitled to use the vehicle parking spaces as provided for in Section 1.10 on those portions of the Common Areas designated by Landlord for parking. Tenant shall not use more spaces than said maximum number, and spaces shall be used only for vehicles no larger than full-sized passenger vehicles, pick-up trucks, or sport utility vehicles. Any vehicle loading or unloading shall only be permitted in areas and at times designated by Landlord for such activities. Landlord shall have the right, without notice, to tow any of Tenant's vehicles (or Tenant's employees, invitees, contractors, or visitors) that are in violation of any parking rules and regulations, the cost of which shall be the sole responsibility of Tenant.

### 5. Term.

"Possession" of the Premises shall be deemed tendered to Tenant when (1) improvements, if any, are substantially completed, and (2) Tenant has been given reasonable access to the Premises, including delivery by Landlord of keys to the Premises. If for any reason Landlord cannot deliver possession of the Premises on the Commencement Date as provided for in Section 1.04, the Commencement Date and ending dates shall be correspondingly extended in relation to the Term of this Lease, and Landlord shall not be subject to any liability, nor shall such delay in commencement affect the validity of this Lease or the obligations of Tenant hereunder (except that Tenant shall not be obligated to pay rent until possession of the Premises has been delivered as provided for herein). However, there shall be no abatement of rent or adjustment of the Commencement Date if such delays are caused by actions of Tenant, Tenant's agents or contractors.

### 6. Rent.

**Rent and Base Rent.** Any and all amounts from time to time payable to Landlord by Tenant hereunder shall be referred to herein as Rent, including, but not limited to, Base Rent, and shall be paid in full when due without right of offset, setoff or deduction. Tenant shall pay to Landlord the Base Rent for the Premises as provided of in Section 1.05. Base Rent for any period less than one month shall be prorated based upon the actual number of days in the calendar month involved. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to any such other persons or at any such other places as Landlord may designate in writing.

**Common Area Maintenance Expenses ("CAM").** Tenant shall pay to Landlord during the term hereof, in addition to the Base Rent, Tenant's Share as provided for in Section 1.09 and hereinafter defined, of all Common Area Maintenance Expenses, as herein defined, during each calendar year, also referred to as "CAM Charges", in accordance with the following provisions:

(a) "Common Area Maintenance Expenses" are defined, for purposes of this Lease, as all costs incurred by Landlord, relating to the ownership and operation of the Depot, including, but not limited to,

the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, of the following:

(aa) The Common Areas, including parking areas, loading and unloading areas, trash areas, public restrooms, roadways, sidewalks, walkways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, escalators, and roof;

(bb) Exterior signs and any tenant directories.

(cc) Fire detection (including monitoring costs) and sprinkler systems.

(ii) The cost of water, gas, electricity, and telephone to service the Common Areas.

(iii) Trash disposal, property management, security services, association fees, and the costs of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas.

(v) Real Property Taxes (as defined in Section 14) for the Building and the Common Areas.

(vi) The cost of the premiums for the insurance policies maintained by Landlord under Section

13.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Any other services to be provided by Landlord that are stated elsewhere in this Lease to be a Common Area Maintenance Expense.

(ix) Any management fees incurred by Landlord in connection with the operation of the Depot or, at Landlord's option, in lieu of any such management fees, 15% of CAM Charges as computed without regard to this clause (ix).

(b) Any Common Area Maintenance Expenses and Real Property Taxes that are specifically attributable to the Building or to any other building in the Depot or to the operation, repair, and maintenance thereof, shall be allocated entirely to the building or to such other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair, and maintenance thereof, shall be equitably allocated by Landlord to all buildings in the Depot.

(c) The inclusion of the improvements, facilities, and services set forth in this Section shall not be deemed to impose an obligation upon Landlord to either have said improvements or facilities or to provide those services unless the Depot already has the same or Landlord already provides the services.

(d) Tenant's Share of Common Area Operating Expenses (CAM Charges) shall be payable by Tenant within ten (10) days after a reasonably detailed statement of actual expenses is presented to Tenant by Landlord's agent. At Landlord's option, however, an amount may be estimated by Landlord from time to time of Tenant's Share of annual CAM Charges and the same shall be payable monthly or quarterly, as Landlord shall designate, during each 12-month period of the Lease term, on the same day as the Base Rent is due hereunder. Landlord shall deliver to Tenant within sixty (60) days after the expiration of each calendar year a reasonably detailed statement showing Tenant's Share of the actual CAM Charges incurred during the preceding year (the "Reconciliation"). If Tenant's payments during said preceding year exceed Tenant's Share as indicated on said Reconciliation, Landlord shall be credited the amount of such overpayment against Tenant's Share of CAM Charges next becoming due. If Tenant's payments during said preceding year were less than Tenant's Share as indicated on said Reconciliation, Tenant shall pay to Landlord the amount of the deficiency within ten (10) days after delivery by Landlord to Tenant of said Reconciliation.

## 7. Rent Increase.

On each anniversary date of this Lease, the Base Rent shall be increased by CPI Adjustment (see subsection "A" below) or fixed rental adjustment (see subsection "B" below).

A. CPI Rental Adjustment ("CPI"): At the times set forth in paragraph 1.06 of the Basic Lease Provisions, the monthly Base Rent shall be adjusted by the increase, if any, in the Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers, (1982-84=100), "All Items", for the City nearest the location of the Building, herein referred to as "CPI.", since the date of this Lease. The monthly Base Rent shall be calculated as follows: the Base Rent payable for the first month of the term of this Lease shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month during which the adjustment is to take effect, and the denominator of which shall be the CPI for the calendar month in which the original Lease term commences. The sum so calculated shall constitute the new monthly Base Rent hereunder, but, in no event, shall such new monthly Base Rent be more than one hundred three percent (103%) of the Base Rent payable for the month immediately preceding the date for the rent adjustment. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculations. Tenant shall continue to pay the rent at the rate previously in effect until the increase, if any, is determined. Within ten (10) days following the date on which the increase is determined, Tenant shall make such payment to Landlord as will bring the increased rental current. Thereafter the rental shall be paid at the increased rate.

## 8. Security Deposit – Intentionally Omitted

## 9. Use.

The Premises shall be used and occupied only for the purpose as provided for in Section 1.11 and for no other purpose. Tenant shall conduct its business in a lawful manner (including obtaining and maintaining any required governmental permits and licenses) and shall not use or permit use of the Premises or the Common Areas in any manner that will tend to create waste or a nuisance or shall tend to disturb other occupants of the Depot.

## 10. Maintenance and Repairs.

**Landlord's Obligations:** Landlord shall keep the Office Building Project, including the Premises, interior and exterior walls, roof, and common areas, replacement of light bulbs, tubes, and ballasts, and the equipment whether used exclusively for the Premises or in common with other premises, in good condition and repair; provided, however, Landlord shall not be obligated to paint, repair, or replace wall coverings, or to repair or replace any improvements that are not ordinarily a part of the Building or are above the Building standards. There shall be no abatement of rent or liability of Tenant on account of any injury or interference with Tenant's business with respect to any improvements, alterations, or repairs made by Landlord to the Office Building Project or any part thereof. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition, and repair.

**Tenant's Obligations:** Tenant shall be responsible for payment to Landlord as additional rent of the cost for all repairs to the Premises to the extent such cost is attributable to causes beyond normal wear and tear, including the cost of any maintenance and repair of any equipment (wherever located) that serves only Tenant or the Premises. Tenant shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any Premises improvements that are not ordinarily a part of the Building or that are above the Building standards.

**Hazardous Substances.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material, or waste whose presence, nature, quantity, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect, either by itself or in combination with other materials expected to be on the Premises, is either (i) potentially injurious to the public health, safety, or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Tenant shall not engage in any activity in or about the Premises which constitutes a use of Hazardous Substances without the express written consent of Landlord and compliance in a timely matter (at Tenant's sole cost and expense) with all governmental requirements (including but not limited to compliance with all laws, rules, regulations, ordinances, directives, covenants, easements, and restrictions of record, permits, and the requirements of any applicable fire insurance underwriter or rating bureau). Landlord may (but without any obligation to do so) condition its consent, if granted, to Tenant's use of any Hazardous Substance upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself, the public, the Premises, and the environment against damage, contamination, or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises and/or the deposit of an additional Security Deposit. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including, without limitation, through the plumbing or sanitary sewer system).

Tenant shall indemnify, protect, defend, and hold Landlord, its agents, employees, lenders, and ground Landlord, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of and involving and Hazardous Substance brought onto the Premises by or for Tenant or by anyone under Tenant's control. Tenant's obligations under this subsection shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or suffered by Tenant, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration, and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation, or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.

## 11. Utilities & Services.

Landlord shall be responsible for the payment of the following utilities and services that serve the Premises, subject to reimbursement of same as provided for herein (check those that apply):

- Electricity
- Gas
- Water/Sewer
- Telephone & Data Service
- Trash
- Security Alarm Monitoring
- Janitorial Service & Supplies

Tenant shall be responsible for the direct payment or reimbursement to Landlord of the following utilities and services that serve the Premises (check those that apply):

- Electricity
- Gas
- Water/Sewer
- Telephone & Data Service
- Trash
- Security Alarm Monitoring
- Janitorial Service & Supplies

In the event any of Tenant's afore-mentioned utilities are not separately metered to the Premises, Tenant shall pay at Landlord's option, either Tenant's Share or a reasonable proportion to be determined by Landlord of all charges jointly metered with other Premises in the Building.

Said services and utilities shall be provided during generally accepted business days and hours or such

other days or hours as may hereafter be set forth. Utilities and services required at other times shall be subject to advance request and reimbursement by Tenant to Landlord of the cost thereof. Tenant shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting, or power, or suffer or permit any act that causes extra burden upon the utilities or services. Landlord shall require Tenant reimburse Landlord for any excess expenses or costs that may arise out of a breach of this subparagraph by Tenant at actual cost or at a predetermined rate of **\$50.00** per hour of usage. Landlord may, in its sole discretion, install at Tenant's expense supplemental equipment and/or separate metering applicable to Tenant's excess usage or loading.

There shall be no abatement of rent and Landlord shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption, or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair, or other cause beyond Landlord's reasonable control or in cooperation with governmental request or directions.

Promptly upon request from Landlord, Tenant shall provide monthly electricity and other utility usage data for the Premises to Landlord for the period of time requested by Landlord in electronic or paper format, or, at Landlord's sole option, provide any written authorization or other documentation required for Landlord to request information regarding Tenant's electricity and other utility usage data with respect to the Premises directly from the appropriate utility company.

## 12. Alterations and Additions.

Tenant shall not without Landlord's prior written consent make any alterations, improvements, additions, or repairs (hereinafter collectively referred to as "Alterations") in, on or about the Premises or the Depot. Should Landlord permit Tenant to make its own Alterations, Tenant shall use only contractors that are properly and adequately licensed and insured, and Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure Landlord against any liability for mechanic's and materialmen's liens and to ensure completion of the work. Any Alterations in or about the Premises or the Depot that Tenant shall desire to make shall be presented to Landlord in written form, with proposed detailed plans. If Landlord shall give its consent to making such Alteration, the consent shall be deemed conditioned upon Tenant acquiring a permit to do so from the applicable governmental agencies, furnishing of a copy thereof to Landlord prior to the commencement of the work, and compliance by Tenant of all conditions of said permit in a prompt and expeditious manner.

Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, the Building, or the Depot, or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in the Premises by Tenant, and Landlord shall have the right to post notices of non-responsibility in or on the Premises or the Building as provided by law.

All Alterations which may be made on the Premises by Tenant shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials and shall be the property of Landlord and shall remain upon and be surrendered with the Premises at the expiration of the Lease term, unless Landlord requires their removal pursuant to Section 18.

Tenant further acknowledges that the Depot is an historical landmark and thus cannot be altered or modified in any way (including hanging anything on the walls or puncturing wall surfaces with any nail, screw, etc.) without the express written consent of Landlord.

## 13. Insurance and Indemnity.

Liability and Property Insurance - Tenant: Tenant shall provide a certificate of self insurance to Landlord of not less than \$1,000,000 per occurrence of bodily injury and property damage, or Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of Comprehensive General Liability insurance in an amount of not less than \$1,000,000 per occurrence of bodily injury and property damage combined and damage to premises rented by Tenant or in a greater amount as reasonably determined by Landlord and shall insure Tenant with Landlord as additional insured against liability arising out of the use, occupancy, or maintenance of the Premises. The policy shall be endorsed to provide: "This insurance will be primary and noncontributory with any other insurance of the additional insureds." Compliance with the above requirement shall not, however, limit the liability of Tenant hereunder. Tenant shall also maintain insurance coverage on all of Tenant's personal property, trade fixtures, and alterations and improvements in, on, or about the Premises similar in coverage to that carried by Landlord (such insurance shall be full replacement cost coverage with a deductible not to exceed \$2,500 per occurrence, and the proceeds from any such insurance shall be used exclusively for the replacement of personal property and the restoration of trade fixtures, alterations, and improvements). To the fullest extent permitted by law, Tenant hereby waives all rights of recovery under subrogation against the Additional Insured, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SANBAG, in connection to the Depot. Tenant shall deliver to Landlord certificates evidencing the existence and amounts of such insurance within seven (7) days after the Commencement Date of this Lease, and shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with renewals thereof.

The cost of the premiums for the insurance policies maintained by Landlord hereinafter shall be a Common Area Operating Expense.

Liability Insurance - Landlord: Landlord shall obtain and keep in force during the term of this Lease a policy of Combined Single Limit Bodily Injury and Broad Form Property Damage Insurance, plus coverage against such other risks Landlord deems advisable from time to time, insuring Landlord, but not Tenant, against liability arising out of the ownership, use, occupancy, or maintenance of the Depot in an amount not less than \$1,000,000 per occurrence.

**Property Insurance:** Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Depot improvements, but not Tenant's personal property, fixtures, equipment, or tenant improvements, in an amount of the full replacement cost thereof, as the same may exist from time to time, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, plate glass, and such other perils as Landlord deems advisable or may be required by a lender having a lien on the Depot. In addition, Landlord shall obtain and keep in force, during the term of this Lease, a policy of rental value insurance covering a period of one year, with loss payable to Landlord, which insurance shall also cover all Operating Expenses for said period. Tenant shall not be named in any such policies carried by Landlord and shall have no right to any proceeds therefrom. In the event that the Premises shall suffer any insured losses, the deductible amounts under the applicable insurance policies shall be deemed an Operating Expense. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies carried by Landlord. Tenant shall pay the entirety of any increase in the property insurance premium for the Depot over what it was immediately prior to the commencement of the term of this Lease if the increase is specified by Landlord's insurance carrier as being caused by the nature of Tenant's occupancy or any act or omission of Tenant.

**Waiver of Subrogation:** Tenant and Landlord each hereby release and relieve the other, and waive their entire right of recovery against the other for direct or consequential loss or damage arising out of or incident to the perils covered by property insurance carried by such party, whether due to the negligence of Landlord or Tenant or their agents, employees, contractors, and/or invitees.

**Indemnity:** Tenant shall indemnify and hold harmless Landlord and its agents, Landlord's master or ground Landlord, partners and lenders, from and against any and all claims for damage to the person or property of anyone or any entity arising from Tenant's use of the Depot, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or omission of Tenant, or any of Tenant's agents, contractors, employees, or invitees, and from and against all costs, attorney's fees, expenses and liabilities incurred by Landlord as the result of any such use, conduct, activity, work, things done, permitted or suffered, breach, default, or negligence, and in dealing reasonably therewith, including but not limited to the defense or pursuit of any claim or any action or proceeding involved therein; and in case any action or proceeding be brought against Landlord by reason of any such matter. Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be so indemnified.

**Exemption of Landlord from Liability:** Tenant hereby agrees the Landlord shall not be liable to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage results from conditions arising upon the Premises or upon other portions of the Depot, or from other sources or places, or from new construction or the repair, alteration, or improvement of any part of the Depot, or of the equipment, fixtures, or appurtenances applicable thereto, and regardless of whether the cause of such damage or the means or repairing the same is inaccessible. Landlord shall not be liable for any damages arising from any act or neglect of any other Tenant, occupant or user of the Depot, nor from the failure of Landlord to enforce the provisions of any other lease of any other Tenant of the Depot.

#### 14. Property Taxes.

**Real Property Taxes:** Landlord shall pay real property taxes and associated assessments applicable to the Depot, subject to reimbursement as a Common Area Operating Expense by Tenant in accordance with the provisions of Sections 1.09 and 6. Tenant shall also pay to Landlord the entirety of any increase in real property tax if assessed solely by reason of additional improvements placed upon the Premises by Tenant or at Tenant's request. Real property taxes shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income, or estate taxes) imposed on the Depot or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agriculture, sanitary, fire, street, drainage or other improvement district thereof.

**Personal Property Taxes:** Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere.

#### 15. Assignment & Subletting.

Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in the Lease or in the Premises, without Landlord's prior written consent, which Landlord shall not unreasonably withhold (however, Landlord reserves the right to condition any approval to assign or sublet upon Landlord's determination that (a) the proposed assignee or subtenant shall conduct a business on the Premises of a quality substantially equal to that of Tenant and consistent with the general character of the other occupants of the Depot and not in violation of any exclusives or rights then held by other tenants, and (b) the proposed assignee or subtenant be at least as financially responsible as Tenant was expected to be at the time of the execution of this Lease or of such assignment or subletting, whichever is greater). Regardless of Landlord's consent, no assignment or subletting shall release Tenant of Tenant's obligations hereunder or alter the primary liability of Tenant to pay the rent and other sums due Landlord hereunder including Tenant's Share of Operating Expense Increase, and to perform all other obligations to be performed by Tenant hereunder. If Tenant's obligations under this Lease have been guaranteed by third parties, then an assignment or sublease, and Landlord's consent thereto, shall not be effective unless said guarantors

give their written consent to such sublease and the terms thereof. The consent by Landlord to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting by Tenant or to any subsequent or successive assignment or subletting by the subtenant. Landlord shall be a party to, and have the right to review, any proposed subleases and associated documents. If Tenant shall request the consent of Landlord for a proposed assignment or subletting, then Tenant shall pay Landlord's reasonable costs and expenses incurred in connection therewith, including attorneys', architects', engineers', or other consultants' fees.

In the event of any default under this Lease, Landlord may proceed directly against Tenant, any guarantors or anyone else responsible for the performance of this Lease, including the subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord or Tenant. The discovery of the fact that any financial statement relied upon by Landlord in giving its consent to an assignment or subletting was materially false shall, at Landlord's election, render Landlord's said consent null and void.

## 16. Default; Breach; Remedies.

Tenant's Default/Breach: The occurrence of any one or more of the following events shall constitute a material default of this Lease by Tenant:

(a) The breach by Tenant of any of the covenants, conditions or provisions contained within this Lease, where such breach is of an incurable nature.

(b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, and as when due, where such failure shall continue for a period of three (3) days after written notice thereof from Landlord to Tenant. In the event that Landlord serves Tenant with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

(c) The failure of Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, where such failure is curable in nature and continues for a period of three (3) business days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than three (3) business days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said three (3) business day period and thereafter diligently pursues such cure to completion. Such three (3) business day notice shall constitute the sole and exclusive notice required to be given to Tenant under applicable Unlawful Detainer statutes.

(d) The discovery by Landlord that any financial statement given to Landlord by Tenant, or its successor in interest or by any guarantor of Tenant's obligation hereunder, was materially false.

Landlord's Default/Breach: Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than three (3) business days after written notice by Tenant to Landlord; provided, however, that if the nature of Landlord's obligation is such that more than three (3) business days are required for performance then Landlord shall not be in default if Landlord commences performance within such three (3) business day period and thereafter diligently pursues the same to completion.

Remedies: In the event of any material default or breach of this Lease by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, recapture of any inducement such as abated rent periods, reasonable attorneys' fees, and any real estate commission actually paid; the worth at the time of award of the court having jurisdiction thereof the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of the leasing commission paid by Landlord applicable to the unexpired term of this Lease.

(b) Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have vacated or abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

Late Charges: Tenant hereby acknowledges that the late payment by Tenant to Landlord of Base Rent, Tenant's Share of Operating Expense Increase or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Base Rent, Operating Expense Increase, or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within **five business (5)** days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to **six percent (6%)** of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

## 17. Estoppel Certificate.

Each party (as "responding party") shall at any time upon not less than ten (10) days' prior written notice from the other party ("requesting party") execute, acknowledge, and deliver to the requesting party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and

effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the responding party's knowledge, any uncured defaults on the part of the requesting party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Depot or of the business of Tenant. At the requesting party's option, the failure to deliver such statement within such time shall be conclusive upon such party that (i) this Lease is in full force and effect, without modification except as may be represented by the requesting party, (ii) there are no uncured defaults in the requesting party's performance, and (iii) if Landlord is the requesting party, not more than one month's rent has been paid in advance.

## **18. Surrender; Move-out.**

On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord, which shall include the return of all keys and access control devices, in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by reasonable maintenance practices by Tenant. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, alterations, furnishings and equipment, and shall leave the HVAC equipment, power panels, electrical distribution systems, lighting fixtures and lamps, window coverings, wall and floor coverings, ceilings, plumbing fixtures, and all other building systems in the Premises in good operating condition.

## **19. Holding Over.**

If Tenant, with Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant, except that the rent payable shall be **125%** of the rent immediately preceding the termination date of this Lease, and all Options, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.

## **20. Substituted Premises - Intentionally Omitted**

## **21. Landlord's Access.**

Landlord and Landlord's agents shall have the right to enter the Premises at reasonable time for the purpose of inspecting the same, performing any services required of Landlord, showing the same to prospective purchasers, lenders, or tenants, making such alterations, repairs, improvements, or additions to the Premises or to the Depot as Landlord may reasonably deem necessary or desirable and the erecting, using, and maintaining of utilities, services, pipes, and conduits through the Premises and/or other premises as long as there is no unreasonable interference with Tenant's property or business use of the Premises. Landlord may at any time place on or about the Premises or the Building any ordinary "For Sale" signs and Landlord may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs. All activities of Landlord pursuant to this paragraph shall be without abatement of rent, nor shall Landlord have any liability to Tenant for the same.

Landlord shall have the right to retain keys to the Premises and to unlock all doors in or upon the Premises other than to files, vaults, and safes, and in the case of emergency to enter the Premises by any reasonably appropriate means, and any such entry shall not be deemed a forcible or unlawful entry or detainer of the Premises or an eviction. This Section shall in no event constitute a waiver of Tenant's right to quiet enjoyment of the Premises.

## **22. Security.**

Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Depot. Tenant assumes all responsibility for the protection of Tenant, its agents, and invitees and the property of Tenant and of Tenant's agents and invitees from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option, from providing security protection for the Depot or any part thereof, in which event the cost thereof shall be included within the definition of Common Area Operating Expenses.

Tenant shall not permit anyone, except in emergency or with Landlord's prior approval, to go upon the roof of the building nor to access electrical, utility, elevator, machinery or equipment rooms.

## **23. Signs.**

Tenant shall not place any sign upon the Premises or the Depot without Landlord's prior consent. Under no circumstances shall Tenant place a sign on any roof of the Depot. Lettering on directory or monument signs, if applicable and which must be expressly approved herein, shall be provided by  Landlord  Tenant, and shall conform to the Depot sign criteria. In the event Tenant is permitted signage on the Building exterior, such signage shall be subject to the Depot sign criteria and in accordance with applicable codes, requirements, and governmental approval of the City in which the Building is located. The installation, maintenance, repair, and removal (including any underlying damage caused by removal) of such exterior signage shall be provided by Tenant, at Tenant's sole cost and expense. Failure to maintain such signage shall, at Landlord's option, result in forfeiture of the sign position(s) and removal of existing signage (at Tenant's cost).

## **24. Subordination.**

This Lease, and any Option or first refusal granted hereby, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the Depot. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises

shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless otherwise terminated pursuant to its terms. Tenant agrees to execute any documents required to effectuate an attornment, a subordination, or to make this Lease or any Option granted herein prior to the lien of any mortgage, deed of trust, or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder without further notice to Tenant or, at Landlord's option, Landlord shall execute such documents on behalf of Tenant as Tenant's attorney-in-fact.

## 25. Options.

As used in this paragraph the word "Option" means the right or option to extend the term of this Lease or to renew this Lease;

Each Option granted to Tenant in this Lease is personal to the original Tenant and may be exercised only by the original Tenant while occupying the Premises. In the event that Tenant has multiple options to extend or renew this Lease a later option cannot be exercised unless the prior option to extend or renew this Lease has been so exercised. All rights of Tenant under the provisions of an Option shall terminate and be of no further force or effect, notwithstanding Tenant's due and timely exercise of the Option, if, during the term of this Lease, (i) Tenant fails to pay Landlord a monetary obligation of Tenant for a period of thirty (30) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant), or (ii) Tenant fails to commence to cure any curable default or breach of any other provision of this Lease within thirty (30) days after the date that Landlord gives notice to Tenant of such default and/or Tenant fails thereafter to diligently prosecute said cure to completion, or (iii) Landlord gives to Tenant three or more notices of default for the non-payment of rent, whether or not the defaults are cured, or (iv) if Tenant has committed any non-curable breach or is otherwise in default of any of the terms, covenants, and conditions of this Lease.

Any and all Options granted to Tenant, if any, are hereby prescribed as follows:

*Option to Extend: So long as Tenant is not in default of this Lease, and has not been habitually in default during the initial or any previously extended Term as determined by Landlord in its sole discretion, Landlord hereby grants Tenant the right to extend the term of this Lease for two (2) additional periods of five (5) years each. Each successive option shall be deemed to have been automatically exercised by Tenant unless Tenant notifies Landlord, in writing, no later than ninety (90) days prior to the expiration of the preceding term, of its intent not to exercise the Option to Extend. The monthly Base Rent for these Option periods granted herein, if exercised, shall be increased annually in accordance with Section 7(a) of this Lease.*

## 26. Damage or Destruction.

In the event the Premises sustains damages of less than fifty percent (50%) of its then replacement value, then Landlord shall repair such damage (except for Tenant's improvements, trade fixtures and equipment) as soon as reasonably possible, and this Lease shall continue in full force and effect, and Rent and other charges shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired. In the event such damages are uninsured, Landlord may elect not to restore and repair the Premises, in which case this Lease shall be terminated. In either case, if such damages or destruction was caused by a negligent or willful act of Tenant, then Tenant shall make all necessary repairs and restorations at its sole cost and expense and this Lease shall continue in full force and effect with no abatement of rent.

In the event the Premises sustains damages of more than fifty percent (50%) of its then replacement value, (unless caused by a negligent or willful act of Tenant in which case Tenant shall make all necessary repairs and restorations at its sole cost and expense and this Lease shall continue in full force and effect with no abatement of rent), this Lease shall terminate effective on the date of such damage or destruction.

## 27. Eminent Domain.

Eminent domain proceedings resulting in the condemnation of part of the Premises herein that leave the remaining portion usable by Tenant for purposes of the business for which the Premises are leased will not terminate this Lease. If Tenant determines that the remaining portion is not reasonably usable, Tenant may terminate this Lease by giving written notice of termination to Landlord no more than ninety (90) days after the notice of condemnation or taking. The effect of such condemnation, should Tenant not terminate this Lease, will be to terminate this Lease as to the portion of the Premises condemned and leave it in effect as to the remainder of the Premises, and the Rent and all other expenses provided for herein shall be adjusted accordingly. Compensation awarded as a result of such condemnation shall belong to Landlord (including damages for the bonus value of Tenant's leasehold improvements), except to the extent that part of the award is allocated as damages to fixtures of the Depot which were furnished by Tenant, or expenses for Tenant's relocation.

## 28. General Lease Terms:

**Severability.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

**Time of Essence.** Time is of the essence with respect to the obligations to be performed under this Lease.

**Additional Rent.** All monetary obligations of Tenant to Landlord under the terms of this Lease, including but not limited to Tenant's Share of Operating Expense Increase and any other expenses payable by Tenant hereunder shall be deemed to be rent.

**Prior Agreements; Amendments.** This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter, including but not limited to Letters of Intent, Proposals to Lease, and other documentation associated with the negotiation of this tenancy, shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that no real estate broker on this transaction nor the Landlord or any employee or agents of any said persons has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises or the Depot and Tenant acknowledges that Tenant assumes all responsibility regarding the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease, including but not limited to the Occupational Safety Health Act and the Americans with Disabilities Act ("ADA"); However, Tenant shall not be responsible for ADA and/or CAL OSHA related requirements which may or may not have been addressed prior to the initiation of this Lease.

**Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified or registered mail, and shall be deemed sufficiently given if delivered or addressed to Tenant or to Landlord at the address noted in Section 1.17. Mailed notices shall be deemed given upon actual receipt at the address required, or forty-eight hours following deposit in the mail, postage prepaid, whichever first occurs. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by notice to Tenant.

**Waivers.** No waiver by Landlord or any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

**Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjusted that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as if it was not legally required to pay under the provisions of this Lease.

**Covenants and Conditions.** Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

**Binding Effect; Jurisdiction.** This Lease shall bind the parties, their personal representatives, successors, and assigns. This Lease shall be governed by the laws of the State where the Depot is located and any litigation concerning this Lease between the parties hereto shall be initiated in the county in which the Depot is located.

**Attorney's Fees.** If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, trial or appeal thereon, shall be entitled to his reasonable attorneys' fees to be paid by the losing party as fixed by the court in the same or a separate suit, and whether or not such action is pursued to decision or judgment. Landlord shall be entitled to reasonable attorneys' fees and all other costs and expenses incurred in the preparation and service of notice of default (including but not limited to notices required under the Unlawful Detainer statutes) and consultations in connection therewith, whether or not a legal transaction is subsequently commenced in connection with such default. The costs, salary and expenses of the City Attorney and members of his office in enforcing this contract on behalf of the City of San Bernardino shall be considered as "attorney's fees" for the purposes of this paragraph".

**Consents.** Wherever in this Lease the consent of one party is required to an act of the other party such consent shall not be unreasonably withheld or delayed.

**Guarantor.** In the event that there is a guarantor of this Lease, said guarantor shall have the same obligations as Tenant under this Lease.

**Authority.** The individuals executing this Lease on behalf of the Landlord represent and warrant to Tenant that they are fully authorized and legally capable of executing this Lease on behalf of Landlord and that such execution is binding upon all parties holding an ownership interest in the Depot. If Tenant is a corporation, trust, or general or limited partnership, Tenant, and each individual executing this Lease on behalf of such entity represent and warrant that such individual is duly authorized to execute and deliver this Lease on behalf of such entity.

**Conflict.** Any conflict between the printed provisions, Exhibits, or Addenda of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions.

**Multiple Parties.** If more than one person or entity is named as either Landlord or Tenant herein, except as otherwise expressly provided herein, the obligations of the Landlord or Tenant herein shall be the joint and several responsibility of all persons or entities named herein as such Landlord or Tenant, respectively.

**ATTACHMENTS:**

Attached hereto are the following documents which constitute a part of this Lease:

- Exhibit "A" - Rules and Regulations
- Exhibit "B" - [Intentionally omitted]
- Exhibit "C" - Space Plan

**ADDITIONAL TERMS:**

**2829. Tenant Improvements.** Landlord shall provide tenant improvements for the Premises based upon working drawings and specifications mutually agreed upon by Landlord and Tenant and prepared in accordance with the Space Plan and Specifications, attached hereto as Exhibit "C". The cost of such improvements, including but not limited to architects ' and engineers' fees, cost of permits, materials, labor, general contractor's fees, overhead, Landlord's construction management fee, and other costs related to the construction of the improvements (but shall not include costs for Tenant's cabling, furniture, fixtures, or equipment) shall be paid for by Landlord initially, and Tenant shall reimburse Landlord for such costs, with \$100,000 paid up front in a lump sum due at the beginning of construction, and the remaining balance amortized over the initial term of the Lease and payable monthly concurrent to other rents due. By way of example only using estimated figures (which may not be accurate and are dependent upon the final scope of work and actual costs incurred):

Total improvement costs reimbursed by Tenant:	\$230,000.00
Up front lump sum due from Tenant:	\$100,000.00
Balance owed by Tenant:	\$130,000.00
Amortized monthly over 5 years:	\$2,166.67 per month ( <a href="#">Amortization Payment</a> )

The Amortization Payment each month shall be paid separately and directly to SANBAG regardless of any agent relationship SANBAG may have for collection of rents.

**LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.**

**THIS LEASE HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR APPROVAL. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE REAL ESTATE BROKERS, OR ANY OF THEIR AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION RELATING THERETO. THE PARTIES SHALL RELY SOLELY UPON THE ADVISE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.**

----- Signatures on next page -----

Attachment: LAFCO lease-2015 draft rev 5-18-16 (2870 : LAFCO Lease for Unit 150)

**San Bernardino Associated Governments**

**Local Agency Formation Commission  
for San Bernardino County (LAFCO)**

By: \_\_\_\_\_  
Raymond W. Wolfe, Ph.D.  
Executive Director

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

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

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

**APPROVED AS TO FORM**

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

**CONCURRENCE**

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

Attachment: LAFCO lease-2015 draft rev 5-18-16 (2870 : LAFCO Lease for Unit 150)

## EXHIBIT "A" RULES AND REGULATIONS

### GENERAL RULES

1. Tenant shall not suffer or permit the obstruction of any Common Areas.
2. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Depot or its occupants.
3. Tenant shall not make or permit any noise or odors that annoy or interfere with other Tenants or persons having business within the Depot.
4. Tenant shall not keep animals or birds within the Depot (unless a part of approved use as per Section 9 of this Lease), and shall not bring bicycles, motorcycles, or other vehicles into areas not designated as authorized for same.
5. Tenant shall not make, suffer, or permit litter except in appropriate receptacles for that purpose. All garbage and refuse shall be placed in containers designated for refuse collection, and such items must fit entirely within the receptacles. All large boxes and other refuse shall be broken down prior to placing in the containers. The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord.
6. Tenant shall not alter any exterior lock or install new or additional locks or bolts on exterior doors without providing Landlord copies of same.
7. Tenant shall not deface the walls, partitions, or other surfaces of the premises or the Depot.
8. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Landlord.
9. Tenant shall return all keys, including duplicates, at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
10. No window coverings, shades, or awnings shall be installed or used by Tenant without Landlord's prior approval.
11. No Tenant, employee, or invitee shall go upon the roof of the Building without Landlord's prior approval.
12. Smoking shall be restricted to designated smoking areas, if any, and then not near, doors, windows, or other entrances, exits, or openings to other units within the Depot
13. Tenant shall not install, maintain, or operate any vending machines upon the Premises without Landlord's written consent.
14. The premises shall not be used for lodging or manufacturing, cooking, or food preparation, except as an approved Use per Section 9 of this Lease.
15. Tenant shall comply with all safety, fire protection, and evacuation regulations established by Landlord or any applicable governmental agency.
16. Landlord reserves the right to waive any one of these rules or regulations, and/or as to any particular Tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Tenant.
17. Tenant assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
18. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Depot and its occupants. Tenant agrees to abide by these and such rules and regulations.
19. Signs shall conform to sign criteria established by Landlord and shall not exceed the quantity or dimensions authorized by Landlord. No signs (other than signs that strictly conform to sign criteria), placards, pictures, advertisements, names, or notices shall be inscribed, displayed, painted, or affixed on or to any part of the outside or inside of the Building or within the Common Areas of the Depot. Landlord shall have the right to remove any such non-conforming signs without notice to Tenant, at the expense of Tenant.
20. Tenant shall not disturb, solicit, or canvass any other Tenant within the Depot.
21. Tenant, its contractors, employers, or invitees, shall not loiter in the Common Areas of the Depot or in any way obstruct the entrances and driveways.
22. No antenna, aerial, discs, satellite dishes, or other such device shall be erected on the roof or exterior walls of the Building without Landlord's express consent.

### PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles, non-commercial pick-up trucks, and sport utility vehicles herein called "Permitted Size Vehicles". Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles".
2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.
3. Parking stickers or identification devices shall be the property of Landlord and be returned to Landlord by the holder thereof upon termination of the holder's parking privileges. Tenant will pay such replacement charge as is reasonably established by Landlord for the loss of such devices.
4. Landlord reserves the right to refuse the sale or issuance of identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws, and/or agreements.
5. Landlord reserves the right to relocate all or a part of parking spaces, and to reasonable allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances, and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons, or loss of property, all of which risks are assumed by the party using the parking area. No overnight parking shall be permitted.

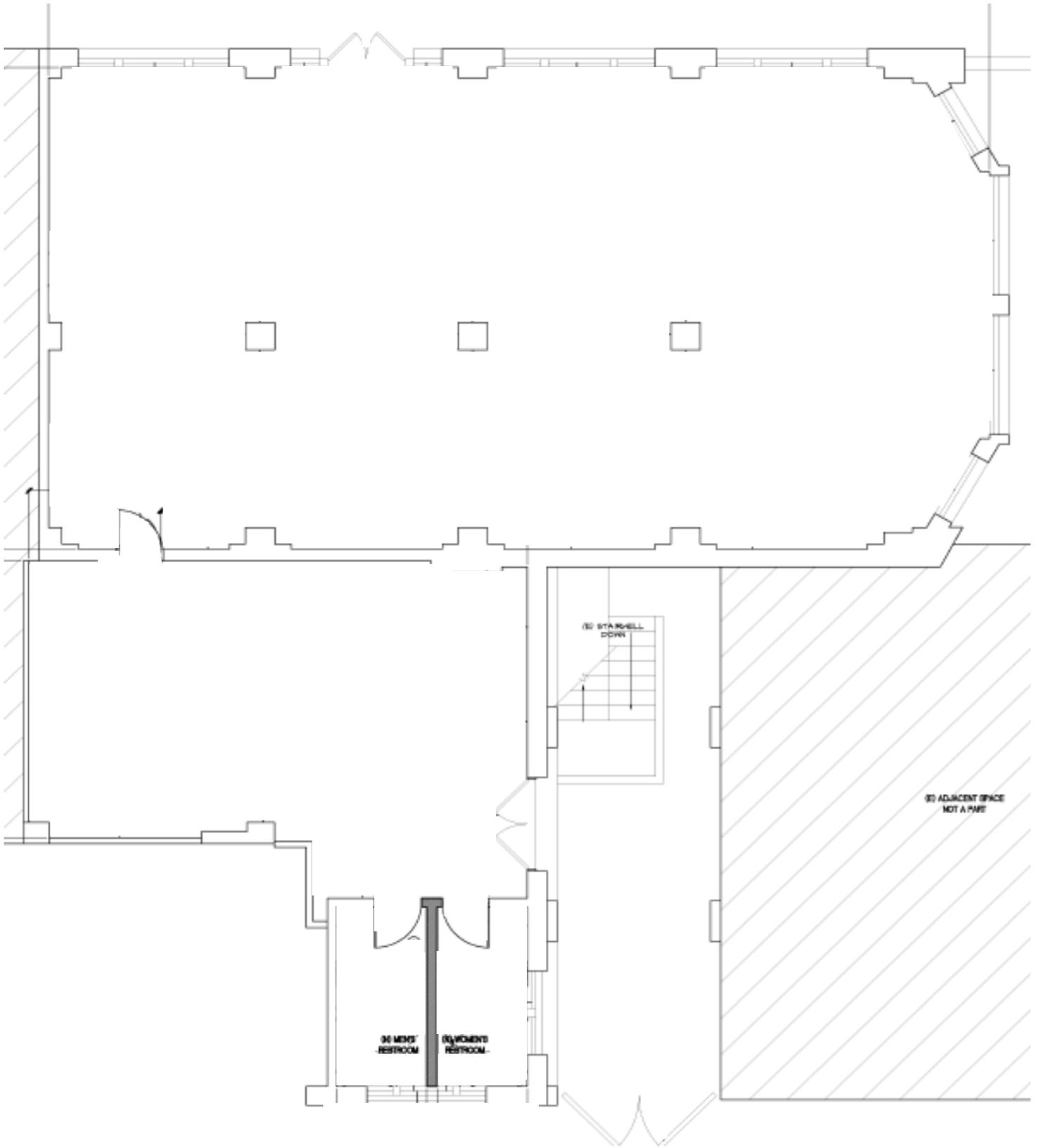
8. The maintenance, washing, waxing, or cleaning of vehicles in the parking structure or Common Areas is prohibited.
9. Tenant shall be responsible for seeing that all of its employees, agents, and invitees comply with the applicable parking rules, regulations, laws, and agreements.
10. Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
11. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.
12. Violation of any of the parking rules or regulations may result, without notice, in the towing of any of Tenant's vehicles (or Tenant's employees, invitees, contractors, or visitors), the cost of which (including impound fees) shall be the sole responsibility of Tenant.

**EXHIBIT "B"**

**[Intentionally omitted]**

**Attachment: LAFCO lease-2015 draft rev 5-18-16 (2870 : LAFCO Lease for Unit 150)**

# EXHIBIT "C" SPACE PLAN



Attachment: LAFCO lease-2015 draft rev 5-18-16 (2870 : LAFCO Lease for Unit 150)

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001429 Amendment No.: 0 Vendor No.: 02417  
 Vendor/Customer Name: Local Agency Formation Commission Sole Source?  Yes  No  
 Description: Lease of Unit 150 (Harvey House Space)  
 Start Date: 06/01/2017 Expiration Date: 07/24/2022 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 130,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 130,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 130,000.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: \_\_\_\_\_  
 Board of Directors Action: \_\_\_\_\_

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Duane Baker: Initial estimates require SANBAG to cover construction costs, less LAFCO's upfront contribution of \$100,000. LAFCO to reimburse SANBAG remaining costs over their initial 5-year term of the lease.

Attachment: 5791 CSS for Loan (2870 : LAFCO Lease for Unit 150)

## *Minute Action*

AGENDA ITEM: 8

**Date:** June 8, 2016

**Subject:**

Agreement with the Riverside County Transportation Commission for implementation of the San Bernardino County Rideshare, Trip Reduction and 511 programs.

**Recommendation:**

That the General Policy Committee recommend the Board, acting in the capacity of the San Bernardino County Transportation Commission, approve Contract No. 16-1001514 with Riverside County Transportation Commission (RCTC) for Rideshare, Trip Reduction, and 511 Programs, effective July 1, 2016 through June 30, 2017, in an amount not-to-exceed \$1,500,000.

**Background:**

SANBAG acting in the capacity as the San Bernardino County Transportation Commission has funded and implemented rideshare and trip reduction services since the agency's inception. In 1993, SANBAG entered a bi-county partnership with RCTC for implementation of local rideshare programs, and together in 2010, established an Inland Empire 511 program. RCTC has been the lead in the contract process for rideshare, trip reduction and 511 services, releasing the Request for Proposal, contracting with subcontractors and seeking reimbursement from SANBAG for services relating to these programs. Staff is recommending that RCTC and their subcontractors continue to provide local rideshare, trip reduction and 511 program services to SANBAG for Fiscal Year (FY) 2016/2017.

Under the FY 2016/2017 agreement, SANBAG will continue to reimburse RCTC for costs incurred for rideshare and trip reduction programs, while 511 program expenses will be shared equally, (50%/50%). During FY 2016/2017, the programs will continue to enhance as needs arise. The services provided by RCTC through its subcontractors are briefly outlined in the Scope of Work, Attachment A to Contract 16-1001514, and include:

1. Rideshare, Trip Reduction, 511 Services:
  - a. Technical and programmatic assistance for the South Coast Air Quality Management District's Rule 2002 and Average Vehicle Ridership calculation;
  - b. Administer employer surveys and disseminate customized RideGuides;
  - c. Assist employers in implementing rideshare programs for their employees;
  - d. Conduct outreach, marketing, workshops, and promotional efforts;
  - e. Maintenance of IE Commuter ([iecommuter.org](http://iecommuter.org)) and IE511 ([ie511.org](http://ie511.org));
  - f. Operation of a 511 phone system available to commuters 24 hours a day, 7 days per week, 365 days per year;
  - g. Expanded tele-services, responding to 1-866-RIDESHARE inquiries from commuters and employers;
  - h. Special projects and ad-hoc studies/surveys; and
  - i. Coordination and participation on local, regional and state committees.

*Entity: CTC*

2. Rideshare Incentive and Reward Programs:

- a. \$2/day Rideshare incentive program for new rideshare participants who try ridesharing to work (includes taking public transit, bicycling, walking, carpooling, vanpooling, telecommuting) for a three month trial period;
- b. Rideshare Plus rewards program for ongoing rideshare participants; and
- c. Nine month staggered vanpool incentive.

Rideshare, trip reduction, and 511 programs are primarily funded by federal Congestion Mitigation and Air Quality (CMAQ) and augmented with local Measure I funds when work is not eligible for federal funding. Rideshare funding is also programmed in the Federal Transportation Improvement Program and included in the Regional Transportation Plan. As a transportation control measure, rideshare and trip reduction strategies are needed in order to assist the region in meeting its air quality and transportation conformity goals.

***Financial Impact:***

This item is consistent with the approved SANBAG FY 2016/2017 budget for Task 0406, primarily funded by CMAQ.

***Reviewed By:***

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

***Responsible Staff:***

Kelly Lynn, Chief of Mobility and Air Quality Programs

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Approved  
General Policy Committee  
Date: June 8, 2016

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001514 Amendment No.: \_\_\_\_\_ Vendor No.: 01768  
 Vendor/Customer Name: Riverside County Transportation Commission Sole Source?  Yes  No  
 Description: FY 2016/2017 Trip Reduction, Rideshare, and 511 Programs  
 Start Date: 07/01/2016 Expiration Date: 06/30/2017 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 1,500,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 1,500,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 1,500,000.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 07/06/2016  
 Board of Directors Action: Approve Contract No. 16-1001514

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Nicole Soto

Attachment: 16-1001514 Contract Summary Sheet (2795 : RCTC Trip Reduction / Rideshare Program FY 16/17)

**AGREEMENT 16-1001514**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**

**AND**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

**FOR**

**IMPLEMENTATION OF SAN BERNARDINO COUNTY FISCAL YEAR**  
**2016/2017 EMPLOYER AND COMMUTER**  
**TRIP REDUCTION/RIDESHARE PROGRAMS**

THIS AGREEMENT ("Agreement") is entered into as of the 1<sup>st</sup> day of July 2016 ("Effective Date"), in the State of California by and between SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, referred to herein as "SANBAG," and the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, referred to herein as "RCTC."

WHEREAS, SANBAG approved allocation of Measure I - Valley Traffic Management Systems (VTMS) funds, and Victor Valley Traffic Management Systems funds, and Moving Ahead for Progress in the 21st Century Act (MAP-21) Congestion Mitigation and Air Quality (CMAQ) funds, to provide trip reduction services as well as incentives for the commuter programs.

WHEREAS, SANBAG receives CMAQ and other federal funds and may use these funds to reimburse RCTC for its Services in performing Employer and Commuter Trip Reduction/Rideshare Services and RCTC will comply with the applicable federal requirements as set forth in "Exhibit C".

WHEREAS, SANBAG requires professional and consulting services with respect to the provision of commuter services and programs within San Bernardino County.

WHEREAS, RCTC has managed the bi-county Inland Empire Commuter Services, now named IE Commuter, program since November 3, 1993, and has the expertise and resources necessary to manage such Services for SANBAG.

WHEREAS, the Code of Federal Regulations encourages grantees and subgrantees of federal funds, such as CMAQ funds, to enter into local intergovernmental agreements for procurement or use of common goods or services.

WHEREAS, for the avoidance of doubt, the parties to this Agreement acknowledge and agree that RCTC is not a subrecipient of federal funds from SANBAG, but is entering into a local intergovernmental agreement with SANBAG for procurement or use of common goods or services.

WHEREAS, RCTC will own and/or operate web based software (“Software”) implementing the Employer and Commuter Trip Reduction Rideshare Services.

WHEREAS, SANBAG will designate approved key personnel requiring access to the Software to receive log-in information for the Software from RCTC.

WHEREAS, SANBAG will protect the confidential information received or accessible through the Software and will obtain and provide to RCTC non-disclosure and confidentiality agreements with its approved key personnel designated to receive access to the Software.

NOW, THEREFORE, the parties agree as follows:

A. Contract Services.

1. RCTC will administer, market, and implement commuter services and 511 programs in coordination with RCTC’s commuter services program and in coordination with the regional ridesharing core services program in compliance with and as specified in the scope of work, Attachment “A,” attached hereto and incorporated herein by reference (the “Services”).

2. RCTC shall provide program administration and oversight and assure that its consultants and/or staff performs its Services within the budgets set forth in the scope of work, Attachment “A.”

3. RCTC will work collaboratively and in partnership with SANBAG during the initial planning phases and notify SANBAG staff of any changes to the rideshare program, as set forth in Attachment “A”.

4. SANBAG shall timely respond to RCTC on matters requiring RCTC to coordinate with SANBAG, as set forth in Attachment “A”.

5. RCTC shall provide SANBAG with the following reports, on a monthly or quarterly basis, as set forth below, relative to tasks identified in the scope of work, Attachment “A”, to this Agreement:

- (a) Monthly Commuter Assistance Program Meeting Agenda
- (b) Quarterly Commuter Assistance Report
- (c) Quarterly Commuter Assistance Program Reports
- (d) Monthly IE511 All Hands Meeting Agenda

B. Compensation.

1. It is understood that SANBAG funding for the program under this Agreement will not exceed one million five hundred thousand dollars, and no cents (\$1,500,000.00) and is expected to be provided from CMAQ funds.

2. SANBAG receives CMAQ and other federal funds and may use these other funds to reimburse RCTC for its costs in performing the Services.

3. It is agreed that SANBAG Measure I Funds or other eligible funds will reimburse RCTC for the cost of purchasing any items not reimbursable by CMAQ, and invoices submitted to SANBAG shall clearly delineate CMAQ non-reimbursable expenditures. It is agreed that in the event sufficient funds from the sources set forth above do not become available to SANBAG for this Agreement, SANBAG may immediately terminate this Agreement with written notice, but shall pay to RCTC from other sources any amounts required to cover RCTC's costs to the date of Agreement termination.

4. SANBAG shall pay RCTC on a cost-reimbursement basis, based upon invoices which delineate charges based on tasks identified in the scope of work, Attachment "A." All invoices shall be provided to SANBAG no more frequently than on a bi-monthly basis and no less than a quarterly basis. All invoices will be delivered to and received by SANBAG no later than 60 days after the end of the calendar year quarter.

5. SANBAG shall be fully responsible for obtaining cost reimbursements of CMAQ funds. SANBAG shall ensure that the CMAQ funds are used for authorized purposes in compliance with laws, regulations, and the provision of the terms in this agreement, and that performance goals are achieved.

6. SANBAG shall review all billings submitted by RCTC for accuracy and process payment based thereon to RCTC in a timely manner.

7. RCTC shall maintain during the term of this Agreement and for three years thereafter accounting records which cover the receipt and disbursement of all funds provided for the programs administered and implemented under this Agreement. Such records shall be made available for inspection during normal business hours by duly authorized representatives of SANBAG, SANBAG's auditors, Caltrans, Federal Highway Administration, and the United States Department of Transportation, so that SANBAG can comply with the Single Audit Act and OMB Circular No. A-133. In addition, the federal provisions set forth in Attachment "C" shall apply to this Agreement.

C. Term.

1. This Agreement shall commence on July 1, 2016, and terminate on June 30, 2017, unless it is extended by a written amendment approved by the parties.

2. Either party may terminate this Agreement by giving thirty (30) days written notice to the other for no or any reason, including, but not limited to, changes in legislation, rules and regulations impacting trip reduction programs. SANBAG shall pay for any Service provided up to the effective date of the termination.

3. The Executive Directors of both RCTC and SANBAG shall have the

authority in their sole discretion to give notice of termination on behalf of their respective agencies.

D. Indemnification and Insurance.

1. (a) It is understood and agreed that neither RCTC nor any officer, official, employee, director, consultant, agent, or volunteer thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by SANBAG under or in connection with any work authority or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless RCTC, and all its officers, employees, consultants and agents from all claims, suits or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement. For purposes of this paragraph D1(a) only, "RCTC" shall include Riverside County Transportation Commission in its role as the Service Authority for Freeway Emergencies.

(b) It is understood and agreed that neither SANBAG nor any officer, official, employee, director, consultant, agent, member or volunteer thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by RCTC under or in connection with any work authority or jurisdiction delegated to RCTC under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, RCTC shall fully defend, indemnify and save harmless SANBAG, and all its officers, employees, consultants and agents from all claims, suits or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RCTC or its consultants under or in connection with any work, authority or jurisdiction delegated to RCTC under this Agreement. For purposes of this paragraph D1(b) only, "SANBAG" shall 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.

2. Insurance Requirements

Without anyway affecting the indemnity provisions identified in this Contract, RCTC shall, at RCTC's sole expense, and prior to the commencement of any work, procure and maintain in full force, insurance through the entire term of this Agreement and shall be written with at least the following limits of liability:

(a) Professional Liability - Shall be provided in an amount not less than \$1,000,000, per claim and \$2,000,000 in the aggregate. RCTC shall secure and maintain this insurance or "tail" coverage provided throughout the term of this Contract and for a minimum of three (3) years after Contract completion.

(b) Workers' Compensation - Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 limits, covering all persons providing services on behalf of RCTC and all risks to such persons under this Agreement.

(c) Commercial General Liability - To include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. For products and completed operations a \$2,000,000 aggregate shall be provided.

(d) Automobile Liability - To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.

(e) Network and Privacy Insurance. RCTC shall carry, or shall cause its third party subcontractors to carry, Network and Privacy (Errors and Omissions) insurance in an amount of not less than \$1,000,000 per claim and \$1,000,000 in the annual aggregate, protecting RCTC and SANBAG from the following exposures relating to RCTC's or any of its subcontractors performance under the Agreement:

(i) the theft, dissemination and/or unauthorized disclosure of use of confidential information and personally identifiable information (not to be limited bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and

(ii) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.

If such insurance is maintained on an occurrence basis, RCTC or its third party subcontractors shall maintain such insurance for an additional period of one year following the end of the applicable Term. If such insurance is maintained on a claims-made basis, RCTC or its third party subcontractor shall maintain such insurance for an additional period of three years following the end of the applicable Term.

(f) Proof of Coverage - RCTC shall furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include 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 as additional insureds on all insurances except Workers' Compensation and Professional Liability. Prior to commencing any work, RCTC shall furnish SANBAG with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, RCTC will provide SANBAG 30 days' notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, the RCTC will provide SANBAG ten (10) days' notice. RCTC shall maintain such insurance from the time RCTC commences performance of services hereunder until the completion of such Services. All certificates of insurance are to include the contract number and Project Manager's name.

(g) Additional Insured- All policies, except for Workers Compensation and Professional Liability policies, shall contain endorsements naming San Bernardino Associated Governments and San Bernardino County Transportation Commission and their officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out to the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for SANBAG to vicarious liability but shall allow coverage for SANBAG to the full extent provided by the policy.

(h) Waiver of Subrogation Rights - RCTC shall require the carriers of the above required coverages to waive all rights of subrogation against SANBAG, its officers, employees, agents, volunteers, contractors, and subcontractors. All general auto liability insurance coverage provided shall not prohibit RCTC or CONSULTANT'S employees or agents from waiving the right of subrogation prior to a loss or claim. RCTC hereby waives all rights of subrogation against SANBAG.

(i) All policies required herein are to be primary and non-contributory with any insurance carried or administered by SANBAG.

(j) Certificates/Insurer Rating/Cancellation Notice.

(1) RCTC shall maintain and shall require its consultants to maintain such insurance from the time the Services commence until the Services are completed, except as may be otherwise required by this Section.

(2) RCTC may legally self-insure, but shall require its consultants to place insurance with insurers having an A.M. Best Company rating of no less than A:VIII and licensed to do business in California.

(3) RCTC and its consultants shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the Services.

E. Rights of SANBAG and RCTC.

The Executive Directors of both SANBAG and RCTC shall have full authority to exercise their

respective entities' rights under this Agreement.

F. Ownership of Materials/Confidentiality/Use of Data.

1. Ownership. The following documents and data prepared by RCTC or RCTC's subconsultant pursuant to this Agreement shall become the common property of RCTC and SANBAG in both electronic and hard copy formats: (i) all data regarding commuters in San Bernardino County; (ii) San Bernardino County employer information; (iii) park and ride information specific to San Bernardino County; (iv) all data regarding 511 for San Bernardino County; (v) any monthly or quarterly reports produced by RCTC as required by this Agreement; and (vi) advertisements and collateral material for both the rideshare program and 511, including but not limited to; media, photos, video, messaging, etc., funded in whole or in part by SANBAG under this Agreement ("Documents and Data"). RCTC and SANBAG shall comply with all applicable state and federal law with regard to its use of such data, but shall not otherwise be limited in any way in its use of such data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the respective party's sole risk and provided that the other party shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement. Neither party to this Agreement shall sell the data or other materials prepared under this Agreement without the written permission of both parties.

2. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials described in subsection (F)(1.) either created by or provided to RCTC in connection with the performance of this Agreement, other than advertisements and collateral material for the rideshare program and 511, shall be held confidential by RCTC. Such materials shall not, without the prior written consent of SANBAG, be used by RCTC for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to RCTC that is otherwise known to RCTC or is generally known, or has become known, to the related industry shall be deemed confidential. RCTC shall not use SANBAG's name or insignia, photographs of the project, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SANBAG, except as otherwise part of the regular operation and advertisement of the rideshare program and 511.

3. Use of Data. All Documents and Data, as defined above, shall be provided to SANBAG in hard copy and electronic media. Documents and Data in electronic media shall be provided in a form that will allow SANBAG to use, access, and manipulate the data to prepare reports and perform other ridematching activities contemplated by this Agreement. All Documents and Data shall be provided to SANBAG within 30 days upon written notice.

G. Confidential Information/Non-Disclosure.

1. Confidential Information. “Confidential Information” shall include: all user names, passwords, or other log-in credentials used, provided, or accessible in connection with the Software; all data or information accessible in connection with the Software; all source code, work product, proprietary information, server logs, technical information, trade secrets, and proprietary systems related to the Software; all personal information of Employer and Commuter Trip Reduction/Rideshare Programs participants, including but not limited to a participant’s residence address, employment address or hours of employment for the purpose of assisting private entities in the establishment or implementation of carpooling or ridesharing programs as required by California Penal Code Section 637, as well as names, biographical information, demographic information, use data, contact information, or similar personal information of participants; and any and all data, content, materials, documents and/or other information related to the Software and/or the Employer and Commuter Trip Reduction Rideshare Services designated, from time to time, in writing by RCTC as Confidential Information.

2. Non-Disclosure. Except as required by law, and notwithstanding any other provisions of this Agreement, both parties shall hold the Confidential Information in confidence, shall take reasonable precaution to protect and keep the Confidential Information confidential, shall not disclose the Confidential Information to any person or party not specifically authorized in writing by affected party to receive the Confidential Information, and shall not use the Confidential Information for any purpose other than as necessary to operate the Employer and Commuter Trip Reduction/Rideshare Services. Further, neither party shall disclose a participant’s personal information, including but not limited to a participant’s residence address, employment address or hours of employment for the purpose of assisting private entities in the establishment or implementation of carpooling or ridesharing programs, to any other person or use such information for purposes other than as necessary to operate the Employer and Commuter Trip Reduction/Rideshare Services, without the prior written consent of the participant, as required by California Penal Code section 637. Parties shall limit access to the Confidential Information only to individuals who are directly involved in operation of the Employer and Commuter Trip Reduction/Rideshare Services and further provided that such individuals are legally bound to maintain the confidentiality of the Confidential Information on substantially the same terms as set forth herein. The foregoing restrictions on disclosure shall not apply to Confidential Information which is (a) already known by the recipient, (b) becomes, through no act or fault of the recipient, publicly known, (c) received by recipient from a third party without a restriction on disclosure or use, (d) independently developed by recipient without reference to the other party’s Confidential Information, or (e) is required by law, or process of law, to be disclosed.

3. Expiration. Immediately upon (a) the expiration or termination of this Agreement, or (b) a request by a party, the other party shall turn over to requesting party all Confidential Information of or pertaining to the requesting party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, except

that each party's legal counsel may retain one copy of all Confidential Information in its office solely for archival legal purposes.

4. Key Personnel. SANBAG shall designate key personnel ("Key Personnel") requiring web based access to the Software for the operation of the Employer and Commuter Trip Reduction/Rideshare Services, to receive from RCTC log-in information enabling access to the Software. Key Personnel shall use the log-in information provided by RCTC and all Confidential Information only and strictly for the operation of the Employer and Commuter Trip Reduction/Rideshare Services and shall not disclose or share such log-in information, or any other Confidential Information, with any party, whether or not employed or in any way associated with SANBAG, who has not been specifically approved in writing by RCTC to receive such log-in information or other Confidential Information.

5. Non-Disclosure and Confidentiality Agreement. To protect RCTC's Confidential Information, SANBAG shall require each Key Personnel to execute a Non-Disclosure and Confidentiality Agreement substantially in the form of Attachment "B" attached hereto and incorporated by this reference. SANBAG shall provide RCTC a signed Non-Disclosure and Confidentiality Agreement for each Key Personnel designated below or designated from time-to-time by SANBAG's Executive Director or his designee prior to RCTC's disclosure of any log-in information or other Confidential Information to such Key Personnel. SANBAG hereby designates the following individuals as Key Personnel requiring web based access to the Software for the operation of the Employer and Commuter Trip Reduction/Rideshare Programs:

6. This Paragraph G and all of its subparagraphs shall survive expiration or termination of the Agreement.

H. Independent Contractor. SANBAG retains RCTC on an independent contractor basis and RCTC and its subconsultants shall not be employees of SANBAG. The subconsultants and other personnel performing the Services under this Agreement on behalf of RCTC shall at all times be under RCTC's exclusive direction and control. RCTC shall pay all wages, salaries, and other amounts due its employees in connection with their performance of Services under this Agreement and as required by law. RCTC shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

I. Attorneys' Fees and Costs. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Paragraph D, Indemnification and Insurance.

J. Consent. Whenever consent or approval of any party is required under this Agreement, that party shall not unreasonably withhold nor delay such consent or approval.

K. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated by reference as though fully set forth herein.

[Signatures on following page]

**SIGNATURE PAGE  
TO  
AGREEMENT \_\_\_\_\_  
FOR  
IMPLEMENTATION OF SAN BERNARDINO COUNTY FISCAL YEAR  
2016/2017 EMPLOYER AND COMMUTER  
TRIP REDUCTION/RIDESHARE PROGRAMS**

IN WITNESS THEREOF, THE AUTHORIZED PARTIES HAVE SIGNED AND EXECUTED THE AGREEMENT BELOW:

**SAN BERNARDINO COUNTY  
TRANSPORTATION COMMISSION**

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

\_\_\_\_\_  
Ryan McEachron, President

\_\_\_\_\_  
Scott Matas, Chair

APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Robert D. Herrick, Assistant General Counsel

\_\_\_\_\_  
Best, Best & Krieger, LLP, General Counsel

CONCURRENCE:

\_\_\_\_\_  
Jeffery Hill  
Procurement Manager

Attachment: 16-1001514 RCTC-SANBAG CAP and IE511 FY17 Agreement (2795 : RCTC Trip Reduction / Rideshare Program FY 16/17)

## Attachment “A ”

### Scope of Work

#### San Bernardino Employer and Commuter Assistance Programs

#### Fiscal Year 2016-17

#### IE Commuter

Provide a variety of services to employers and commuters, who participate in trip reduction activities. Activities shall include, but not be limited to: Host and maintain the IE511.org and IECOMMUTER.org websites, mobile device interfaces, social media platforms, and other regional products/outreach as assigned. Respond and coordinate inquiries with SANBAG rideshare/511 staff that are San Bernardino County specific and generated from 511, 1-866-RIDESHARE as well as direct referrals. Oversee and maintain an Inland Empire focused database of commuters with SANBAG owning all Documents and Data (hard copy and electronic formats), as that term is defined in Section F(1) of the Agreement. Administer and provide technical assistance for the IE Commuter program including employer, employee, and end user account management, South Coast Air Quality Management District (SCAQMD) Rule 2202, SCAQMD certified Average Vehicle Ridership (AVR) calculations, coordinating and implementing employer surveys and Ridematching including disseminating and production of RideGuides both electronically and paper, incentive program management, production of output reports including analysis of survey results, and maintaining marketing logs and commuter diary. Coordination with other rideshare agencies and service providers to assist multi-site and multi-jurisdictional employers and Employee Transportation Coordinator’s (ETC) within San Bernardino County as well as related worksites outside of the County. Conducting ETC networking meetings including bi-annual workshops, rideshare week kick-off event and recognition events. Marketing to employers, employees, and end user commuters including Rideshare Connection eNewsletters, broadcast e-mails, administering commuter promotions and incentives, graphic design for various collateral materials including but not limited to brochures, RideGuides, posters, banners etc., and web based advertising, and developing messaging for print, media, and social media advertising campaigns. Support for employer and community events as well as transportation forums. Market and administer the Vanpool Subsidization Program to employers in San Bernardino County. Maintain and increase the County’s leased Park and Ride lot program. Operate the 511 program through phone and web services, providing enhancements, resolving issues, conducting marketing and periodic surveys. Conduct special projects and studies, as assigned, and work closely with SANBAG rideshare/511 staff on all special projects and/or studies that impact the San Bernardino Rideshare and/or 511 programs. RCTC is to advise at the start of and coordinate with SANBAG rideshare/511 staff of all potential enhancements, issues, and periodic surveys if such tasks could change/alter the current Rideshare and/or 511 programs in San Bernardino County.

In addition, SANBAG rideshare/511 staff to work closely at the start with RCTC and to be in partnership during the review and subsequent approval process of the rideshare and/or 511 marketing and communication plan, messaging development, media buy, advertising materials or any incentive outreach changes. RCTC shall also provide SANBAG rideshare/511 staff with the following reports: (i) Employer Activity Report for all employers with signed Employer Participation Agreements; (ii) Program Performance; (iii) Program Management (employer output, employer management, eRideGuides, contact management, etc.); (iv) 511 mobile app statistics; (v) 511 calls and Interactive Voice Response statistical data; (vi) ie511.org statistics; and (vii) any newly developed reports.

### **Goals and Performance Measures:**

1. Implementation of commuter assistance programs to approximately 490 regulated and non-regulated employer worksites in San Bernardino County, to assist in the development and implementation of trip reduction programs and for technical assistance.
2. Work with approximately 175 employers on AVR/Transportation surveys and AVR calculations.
3. Maintain an accurate database of approximately 47,400 active San Bernardino County commuter registrants, resulting from completed commuter surveys at approximately 175 San Bernardino County employers.
4. Disseminate approximately 8,900 RideGuides to San Bernardino County commuters at approximately 490 worksites.
5. Provide assistance to seven multisite/multijurisdictional headquarters located in San Bernardino County representing 23 worksites in San Bernardino, Riverside, as well as Los Angeles and Orange counties.
6. Develop and implement three employer transportation network meetings, one promotional marketing campaign at San Bernardino employer worksites, and other events.
7. Produce and disseminate other regional marketing materials, as standalone campaigns within the Inland Empire or regional campaigns in coordination with the five County Transportation Commissions.
8. Broadcast 12 Rideshare Connection e-mails to San Bernardino County employers.
9. For the two-county area, respond to approximately 2,000 inquires/calls from commuters who work or reside in San Bernardino or Riverside counties, via 1-866-RIDESHARE, 511, direct referrals and other internet sources.
10. Manage and operate the 511 system which will be available to commuters 24 hours a day, 7 days per week, 365 days per year.
11. The 511 phone system will provide assistance to approximately 21,000 callers per month throughout the year. The system will have the capacity to handle approximately 100,000 concurrent callers.
12. The www.ie511.org website will potentially receive approximately 40,000 unique visitors per month. Website will be able to handle approximately 100,000 concurrent users.
13. Continue 511 marketing/outreach and coordinating development of the marketing plan, campaign themes, surveys, studies and potential collateral materials for San Bernardino County with SANBAG rideshare/511 staff, before the tasks are implemented.
14. Conduct and coordinate periodic surveys with SANBAG rideshare/511 staff to determine the 511 program use, effectiveness and customer satisfaction.

15. Provide IE511 website, phone, and mobile application enhancements/upgrades as needed.
16. Collaboratively with SANBAG rideshare/511 staff, explore possible opportunities to improve the 511 system for the motorists and residents of both counties.

### **Rideshare Incentive Programs**

The SANBAG \$2/day Rideshare Incentive offers San Bernardino County residents who commute to work, up to \$2 a day (in gift cards) for each day they participate in a rideshare mode, during a three-month period. The Vanpool Incentive Program provides up to \$1,800 over nine months in discounted vanpool fares. The SANBAG Rideshare Plus program provides ongoing ridesharers who reside in San Bernardino County a Rideshare Plus Rewards Book with discounts to local merchants plus 200,000 additional discounts available online. RCTC to manage and operate the Incentive Programs listed above, and to coordinate and discuss with SANBAG rideshare/511 staff when potential changes to the Incentive Programs are being considered.

### **Goals and Performance Measures:**

1. The SANBAG \$2/day Rideshare Incentive program will enlist 1,100 County residents, who commute to work to 125 employers in Southern California. These participants on average have a one-way commute distance of 27.59 miles and the goal is to reduce 109,000 one way vehicle trips from the roadways.
2. The SANBAG Rideshare Plus program will consist of 6,400 members when the program is at its highest membership. Members will work at employment sites from 350 employers throughout Southern California.

## Attachment “B”

### NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement is entered into as of \_\_\_\_\_, 2016, by and between SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION (“SANBAG”) and the undersigned interested party (“Interested Party”). SANBAG and Interested Party shall individually be referred to as a “Party” or collectively as the “Parties”.

#### 1. RECITALS

1.1 WHEREAS, SANBAG and the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“RCTC”) entered into that certain Implementation of San Bernardino County Fiscal Year 2016/2017 Employer and Commuter Trip Reduction/Rideshare Programs Agreement dated July 1, 2016 (“Agreement”).

1.2 WHEREAS, in the Agreement, SANBAG has designated approved key personnel requiring access to the web based software (“Software”) implementing the Employer and Commuter Trip Reduction/Rideshare Programs to receive log-in information for the Software.

1.3 WHEREAS, in the Agreement, SANBAG has agreed to protect the personal information accessible through the Software of public participants in the Employer and Commuter Trip Reduction/Rideshare Programs, and has agreed to obtain non-disclosure and confidentiality agreements with all approved key personnel receiving access to the Software.

1.4 WHEREAS, SANBAG has designated Interested Party as a Key Personnel to receive Confidential Information, as those terms are defined in Agreement, and Interested Party desires to receive and protect the Confidential Information upon the terms and conditions set forth herein.

#### 2. TERMS

2.1 Confidential Information. “Confidential Information” shall include: all user names, passwords, or other log-in credentials used, provided, or accessible in connection with the Software; all data or information accessible in connection with the Software; all source code, work product, proprietary information, server logs, technical information, trade secrets, and proprietary systems related to the Software; all market research, financial data, operating procedures, and third party confidential and proprietary information; all personal information of Employer and Commuter Trip Reduction/Rideshare Programs participants, including but not limited a participants residence address, employment address or hours of employment for the purpose of assisting private entities in the establishment or implementation of carpooling or ridesharing programs as required by California Penal Code section 637, as well as names, biographical information, demographic information, use data, contact information, or similar personal information of participants; and any and all data, content, materials, documents and/or other information related to the Software and/or Employer and Commuter Trip

Reduction/Rideshare Programs designated, from time to time, by RCTC as confidential information.

2.2 Interested Party shall hold the Confidential Information in confidence, shall take reasonable precaution to protect and keep the Confidential Information confidential, shall not disclose the Confidential Information to any person or party not specifically authorized in writing by RCTC to receive the Confidential Information, or as and to the extent required by law or legal process, and shall not use the Confidential Information for any purpose other than as necessary to operate the Employer and Commuter Trip Reduction/Rideshare Programs. Further, Interested Party shall not disclose a participant’s personal information, including but not limited to a participant’s residence address, employment address or hours of employment for the purpose of assisting private entities in the establishment or implementation of carpooling or ridesharing programs, to any other person or use such information for purpose other than as necessary to operate the Employer and Commuter Trip Reduction/Rideshare Programs without the prior written consent of the participant as required by California Penal Code section 637. Interested Party shall limit access to the Confidential Information only to individuals who are directly involved in operation of the Employer and Commuter Trip Reduction/Rideshare Programs and further provided that such individuals are legally bound to maintain the confidentiality of the Confidential Information on substantially the same terms as set forth herein. The foregoing restrictions on disclosure shall not apply to Confidential Information which is (a) already known by the recipient, (b) becomes, through no act or fault of the recipient, publicly known, (c) received by recipient from a third party without a restriction on disclosure or use, or (d) independently developed by recipient without reference to the other party’s Confidential Information.

2.3 Immediately upon (i) the expiration or termination of Interested Party’s employment or association with SANBAG, (ii) the expiration or termination of the Agreement, or (iii) a request by RCTC, Interested Party shall turn over to RCTC all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof.

2.4 RCTC is an express third party beneficiary of this Non-Disclosure and Confidentiality Agreement.

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Non-Disclosure and Confidentiality Agreement on the date first written above.

**SANBAG**

**INTERESTED PARTY**

By: \_\_\_\_\_  
Raymond W. Wolfe, PhD  
Executive Director  
Title: \_\_\_\_\_

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

Attachment: 16-1001514 RCTC-SANBAG CAP and IE511 FY17 Agreement (2795 : RCTC Trip Reduction / Rideshare Program FY 16/17)

## Attachment “C”

### Federal Flow Down Provisions

#### ARTICLE I -- FISCAL PROVISIONS

- A. The Cost Principles and Procedures set forth in 48 CFR Ch. 1, Subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- B. RCTC agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. .
- C. Any costs for which payment has been made to RCTC that are determined by subsequent audit to be unallowed under 48 CFR, Ch.1, Subch E, Part 31, Contract Cost Principles and Procedures, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be repaid by RCTC to Agency. SANBAG shall then repay RCTC for such costs, if such costs are for the Services, using local funds.

#### ARTICLE II – AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

- A. RCTC agrees that any and all subcontractors of RCTC performing Work under this Agreement will comply with the terms and conditions of this Agreement applicable to the portion of Work performed by them. CONSULTANT shall incorporate the following applicable provisions of this Agreement into their subcontracts regardless of the tier: Article I -- Fiscal Provisions, and this Article II -- Audits, Third Party Contracting, Records Retention and Reports.
- B. RCTC shall provide SANBAG, or authorized representatives or agents of SANBAG, including but not limited to Caltrans, Federal Transit Administration (FTA) or Federal Highway Administration (FHWA), access to CONSULTANT’s records that are directly related to this Agreement for the purpose of inspection, auditing or copying. RCTC shall maintain all records related to this Agreement in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SANBAG, except in the event of litigation or settlement of claims arising out of this Agreement in which case RCTC agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Agreement. RCTC further agrees to maintain separate records for costs of work performed by amendment. RCTC shall allow SANBAG, Caltrans, FHWA, FTA or any duly authorized agents to reproduce any materials as reasonably necessary.

- D. The cost proposal and/or invoices for this Agreement are subject to audit by SANBAG and/or any state or federal agency funding this Project at any time. After RCTC receives any audit recommendations, the cost proposal shall be adjusted by RCTC and approved by SANBAG's Project Manager to conform to the audit recommendations. RCTC agrees that individual items of cost identified in the audit report may be incorporated into the Agreement at SANBAG's sole discretion. Refusal by RCTC to incorporate the audit or post award recommendations will be considered a breach of the Agreement and cause for termination of the Agreement. Any dispute concerning the audit findings of this Agreement shall be reviewed by SANBAG's Chief Financial Officer. RCTC may request a review by submitting the request in writing to SANBAG within thirty (30) calendar days after issuance of the audit report. SANBAG shall pay all costs related to the audit. Further, a breach under this clause shall not imply any wrongdoing by RCTC. SANBAG shall pay RCTC for work completed up to the date of termination if such costs are for the Services. As determined necessary by SANBAG, such payment will be made using local funds.
- E. RCTC agrees that RCTC's travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project Costs only after those costs are incurred and paid for by the subcontractors.

### **ARTICLE III. EQUAL EMPLOYMENT OPPORTUNITY**

During the term of this Agreement, RCTC shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, sexual orientation, age, political affiliation or disability. RCTC agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

### **ARTICLE IV. GENERAL**

- A. Subcontracts must include provisions for terminating the subcontract for cause or convenience by SANBAG. SANBAG's own preferred language may be used.
- B. Subcontracts must include administrative, contractual or legal remedies in instances of the subcontractor violating or breaching the Agreement terms.

### **ARTICLE V. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

RCTC shall comply with all applicable provisions of the Americans With Disabilities Act in performing Work under this Agreement.

## *Minute Action*

AGENDA ITEM: 9

**Date:** June 8, 2016

**Subject:**

Execution of Funding Agreement related to the Implementation of a Freeway Service Patrol Beat along the SR-210 freeway, and authorize staff to release two Request for Proposals for FSP tow services.

**Recommendation:**

That the General Policy Committee recommend the Board:

A. Approve Funding Agreement No.16-1001533 with the South Coast Air Quality Management District (SCAQMD) in the amount of \$800,625, with a 25% match of \$266,875 to be made with DMV/SAFE funds for the implementation of a Freeway Service Patrol (FSP) Beat along the State Route (SR)-210 from the LA County line to Citrus Avenue.

B. Authorize staff to release Request for Proposal (RFP) 16-1001522 for FSP services along Beat 14, which runs on the Interstate (I)-215 from the Riverside County line to Devore Road.

C. Authorize staff to release Request for Proposal (RFP) 16-1001523 for FSP services along Beat 31, which runs on the SR-210 from the LA County line to Citrus Avenue. This RFP will also include a request for services along FSP Beat 9, which runs along the I-10 from the LA County line to Haven Avenue.

**Background:**

SANBAG's FSP Program began full-time operations January of 2006. FSP is a roving team of tow trucks that travel on selected San Bernardino County freeways during peak commute hours to assist motorists with car trouble. The goal of this partnership and of the FSP Program is to keep the freeways moving, reduce the chance of secondary accidents, and to help make the freeways safer and less congested. The FSP Program is part of an overall plan to improve transportation throughout San Bernardino County. SANBAG's FSP Program directly contributes to air quality improvements in the South Coast Air Quality Management District (SCAQMD), which is why SANBAG submitted an application for a grant with the Mobile Source Reduction and Review Committee (MSRC) in September 2015 which would provide an excellent opportunity for the program by greatly reducing impediments to efficient traffic flow along one of the most congested, busiest areas not currently being served by FSP: the SR-210 from the LA County line to Citrus Avenue, which will be known as Beat 31.

In January 2016, SANBAG was notified of being successful in receiving those grant funds. At this time, SANBAG staff is requesting approval of the attached contract C16-1001533 between SANBAG and the SCAQMD to receive grant funds in the amount of \$800,625, and match those funds with the required 25% match in the amount of \$266,875, for FSP services. Staff would like to note that these agreements are still being negotiated regarding the following two clauses:

**Entity:** CTC, SAFE

General Policy Committee Agenda Item

June 8, 2016

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- 1) Page 2, Section 8B: SANBAG is requesting sixty (60) days of cancellation of funds versus thirty (30) .
- 2) Page 2, section 9 Insurance – this clause was incorrect and will be replaced as SANBAG is not self-insured.

Staff is also requesting the approval of the release of RFP 16-1001523 to acquire a tow truck service provider for the SR-210, as well as seek bids for FSP Beat 9, which currently runs along the I-10 from the LA County line to Haven Avenue. The Beat's current contractor has declined their 1<sup>st</sup> year option; therefore it will be necessary to replace their Beat which currently expires 4/30/2017. Staff would like to proceed with the RFP process for Beat 9 so that there is no service interruption.

In October 2015, staff presented an informational item to the Board discussing the current performance of SANBAG's eight (8) Beats in operation. A review of FSP Beat numbers 6 and 7 concluded that the service boundaries should be modified so that the benefit cost-ratio could be increased (the two Beats are adjacent to each other along the I-215). It was determined that the benefit cost-ratio had decreased on Beat 7 due to the ongoing construction improvements along this area of the I-215. This area of the I-215 had benefited from a number of construction related improvements such as increased capacity by the adding of traffic lanes, which impacted the benefit cost -ratio of Beat 7. In summary, the Board approved the re-organizing of the SANBAG FSP Beats in an effort to continue assisting motorists with no interruption by combining Beats 6 and 7, as well as bringing on an FSP Beat along the SR-210.

Staff is requesting approval of release of RFP 16-1001522 for the reconfiguration that will combine Beats 6 and 7. This revised Beat shall become Beat 14 and will provide service along the I-215 from the Riverside County line to Devore Road. The Beat will have the option to introduce service trucks in to the SANBAG FSP program. Service trucks have had much success in other counties in the state of California, staff is making this optional so that the evaluation committee has authority to review the rates received and make the best decision for budgeting purposes. In summary, the Beat procurements will be:

- RFP16-1001522 – Beat 14 – I-215 Riverside County line to Devore Road
- RFP16-1001523 – Beat 9 – I-10 LA County line to Haven Avenue  
Beat 31 – SR-210 LA County line to Citrus Avenue

Attached is the Scope of Work for each of the RFP's, which will be incorporated into the successful Contractors' Contracts. Upon Board approval, staff will procure for the three contracts and bring back the successful proposers to the October 2016 Board meeting. The service for Beats 9, 14, and 31 are expected to begin in March 2017. With the Board's approval, this service will continue to be provided to the motoring public without disruption.

At the March 2016 Board of Directors meeting, it was suggested that perhaps all future FSP RFP's require that prospective tow truck service providers utilize CNG tow trucks only. Staff is requesting that this suggestion **not** become a requirement for the following reasons:

- 1) Getting proposals/bids from tow companies has already been a very difficult challenge. We have significantly improved participation over the last two FSP RFP's cycles with

General Policy Committee Agenda Item

June 8, 2016

Page 3

our expanding outreach program efforts and style. Making CNG a mandatory requirement could very well lead to receiving only one, perhaps two proposal submittals.

- 2) Tow trucks must be bought upfront, and most tow companies won't have the capital to pay an additional \$35-45k per tow truck to cover the natural fuel conversion costs.
- 3) The SR-210 will be SANBAG's longest Beat in mileage. The only CNG fueling station along the SR-210 is in Azusa, which is a long distance away. Per the Department of Energy, there are currently no near future plans for a station along the SR-210 in San Bernardino County. There are stations along the I-10, but not close enough for these RFP's Beat start locations. Staff is concerned the tow trucks would not make it through the shift with 1 tank, especially on extended Friday PM hours.
- 4) More recently, CNG vendors have had a tendency to propose higher hourly rates than other tow vendors, which would have an impact on SANBAG's already limited FSP Program Budget.
- 5) With the cost of diesel continuing to remain fairly low for a while now, switching over to CNG is not the motivator for tow companies as it used to be. Overall, it has not been an ideal time for the tow industry to invest in CNG or LNG equipment when diesel fuel has remained at a fairly low cost. Until diesel prices start increasing fairly significantly again, it is going to be somewhat challenging to convince tow operators to make the additional investment to convert diesel tow trucks over to CNG.
- 6) The FSP program requirements make it mandatory for tow companies to purchase tow trucks that are less than one (1) year old, with less than 50,000 miles at the start of the contract. Currently in the fleet, all models are Dodge Ram 5500's. Since 2010, it has been required for trucks of this capacity to carry Diesel Exhaust Fluid (DEF). DEF is an emissions control liquid which removes harmful NOx emissions from diesel engines. An evaluation of the 2016 Dodge Ram 5500's 6.7L diesel engine runs very clean, only a few hundredths of a gram higher polluting than CNG fuel engines.\*

\*information and data is based on the emissions certification values as provided in each engine's California Air Resources Board Executive Order.

With these six points, staff is requesting that a requirement not be made to have CNG tow trucks proposed for these RFP's. Staff will continue to monitor the price of CNG/diesel as well as the CNG station developments in our county. SANBAG will certainly revisit this concern should the outlook be more positive in the future.

***Financial Impact:***

SCAQMD funds in the amount totaling \$800,625 with a 25% match requirement totaling \$266,875 have been budgeted for FY16/17. Funds will be expended over the next four (4) fiscal years. RFP contract awards have also been budgeted for FY16/17.

***Reviewed By:***

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

***Responsible Staff:***

Kelly Lynn, Chief of Mobility and Air Quality Programs

General Policy Committee Agenda Item  
June 8, 2016  
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Approved  
General Policy Committee  
Date: June 8, 2016  
Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001533 Amendment No.: \_\_\_\_\_ Vendor No.: 01965  
 Vendor/Customer Name: South Coast Air Quality Management District Sole Source?  Yes  No  
 Description: FSP Program Funds for SR-210 Beat  
 Start Date: 08/01/2016 Expiration Date: 09/01/2021 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 800,625.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 800,625.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 800,625.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 07/06/2016  
 Board of Directors Action: \_\_\_\_\_

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: JENNY HERRERA

Attachment: Contract Summary Sheet (2794 : MSRC Partnership Program Contract & FSP RFP Release)



AB 2766/MSRC TRANSPORTATION CONTROL MEASURE PARTNERSHIP PROGRAM CONTRACT

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and San Bernardino Associated Governments (hereinafter referred to as "CONTRACTOR") whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410.
  
2. RECITALS
  - A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
  - B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
  - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
  - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
  - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Transportation Control Measure Program Proposal dated November 5, 2015.
  - F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
  - G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
  
3. DMV FEES - CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.
  
4. AUDIT AND RECORDS RETENTION
  - A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
  - B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.

Attachment: 16-1001533 (2794 : MSRC Partnership Program Contract & FSP RFP Release)

- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.
5. TERM - The term of this Contract is for sixty one (61) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.
6. SUCCESSORS-IN-INTEREST - This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.
7. REPORTING - CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
8. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
9. INSURANCE - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the SCAQMD below. The certificate of self-insurance shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number**

**must be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, SCAQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:

- A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
- B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
- C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.

10. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.

11. PAYMENT

- A. SCAQMD shall reimburse CONTRACTOR up to a total amount of Eight Hundred Thousand Six Hundred Twenty Five Dollars (\$800,625) in accordance with Attachment 2 – Cost Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.
- B. A withhold amount or percentage (if any) shall be identified in the Cost Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.
- C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
  2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Cost Schedule of this Contract or pre-authorized by SCAQMD in writing.
  3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
  4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
12. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.
13. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
  - B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
  - C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.
14. NOTICES - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such

date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:

South Coast Air Quality Management District

21865 Copley Drive

Diamond Bar, CA 91765-4178

Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: [cravenstein@aqmd.gov](mailto:cravenstein@aqmd.gov)

CONTRACTOR:

San Bernardino Associated Governments

1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor

San Bernardino, California 92410

Attn: Jenny Herrera, email: [JHerrera@sanbag.ca.gov](mailto:JHerrera@sanbag.ca.gov)

15. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.
16. SUBCONTRACTOR APPROVAL - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the SCAQMD Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.
17. OWNERSHIP - Title and full ownership rights to any products purchased or developed under this Contract shall at all time remain with CONTRACTOR. CONTRACTOR shall also retain title and full ownership rights to any documents or reports developed under this Contract. All of the above shall be subject to the following limitations:
- A. PATENT RIGHTS - CONTRACTOR shall have patent rights, as well as title and full ownership rights, for invention(s) developed under this Contract, subject to SCAQMD retaining a no-cost, nonexclusive, nontransferable, irrevocable license to use or test such invention(s) for SCAQMD purposes. CONTRACTOR must obtain agreements to effectuate this clause with all persons or entities obtaining an ownership interest in the patented subject invention(s). Previously documented (whether patented or unpatented under the patent laws of the United States, 35 U.S.C. 1 et seq., or any foreign country) inventions are exempt from this provision. CONTRACTOR shall submit a written report to SCAQMD's Agent disclosing each subject invention and specifying patents applied for, patents issued, and patent application(s) abandoned and/or cosponsored participants on subject invention(s).

- B. RIGHTS OF TECHNICAL DATA - SCAQMD shall have unlimited right to use technical data resulting from performance of CONTRACTOR under this Contract. CONTRACTOR shall have the right to use data for its own benefit.
- C. COPYRIGHT - CONTRACTOR agrees to grant SCAQMD a royalty free, nonexclusive, irrevocable, nontransferable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.
- D. SOFTWARE RIGHTS - CONTRACTOR agrees to grant SCAQMD a worldwide, royalty free, nonexclusive, irrevocable, nontransferable license in perpetuity to use any software developed by CONTRACTOR in performing its obligations under this Contract. CONTRACTOR further agrees to obtain the rights required from any third party for SCAQMD to have a worldwide, royalty free, nonexclusive, irrevocable license in perpetuity to use any other software essential to performance of CONTRACTOR'S obligations under this Contract or necessary to the operation of the software developed by CONTRACTOR. CONTRACTOR shall provide SCAQMD with documentation confirming CONTRACTOR'S right to assign the use of such software. CONTRACTOR shall also provide SCAQMD with all documentation and manuals required to operate the software developed by it or third parties.
- E. CONTRACTOR'S INSOLVENCY OR BANKRUPTCY, or PROJECT'S DISCONTINUATION - CONTRACTOR agrees that in the event that CONTRACTOR becomes insolvent or files for bankruptcy during the term of the Contract or does not complete the intent of the Contract, title to goods, services software, and equipment purchased for the performance of this Contract with AB 2766 Discretionary Funds shall revert to the SCAQMD.
18. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
19. CITIZENSHIP AND ALIEN STATUS
- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
- B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

20. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
21. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.
22. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
23. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.
24. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
25. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
26. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
27. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
28. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Cost Schedule and payment provision of the Contract.
29. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.

- 30. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.
- 31. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: \_\_\_\_\_  
Dr. William A. Burke, Chairman, Governing Board

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

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

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

ATTEST:  
Saundra McDaniel, Clerk of the Board

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Kurt R. Wiese, General Counsel

By: Barbara Bazel

//MSRC Master Boilerplate  
Revised January 27, 2016

Attachment: 16-1001533 (2794 : MSRC Partnership Program Contract & FSP RFP Release)

**Attachment 1  
Statement of Work  
San Bernardino Associated Governments  
Contract Number MS16086**

**Project Description**

The Freeway Service Patrol (FSP) Program is designed to relieve non-recurring congestion on freeways through the quick detection, verification, and removal of accidents and other freeway incidents. California State Route 210 (SR-210), from the San Bernardino/Los Angeles County line to Citrus Avenue, has experienced substantial growth in urban development and traffic flow. San Bernardino Associated Governments (hereinafter referred to as CONTRACTOR) proposes to implement a new FSP "Beat" for this segment of SR-210. Using funds provided by the South Coast Air Quality Management District (SCAQMD), on behalf of the Mobile Source Air Pollution Reduction Review Committee (MSRC), CONTRACTOR shall implement FSP on the SR-210.

**Statement of Work**

1. Development and Preparation – To their existing FSP program, CONTRACTOR shall add FSP service on the SR-210 as described below, including but not limited to securing Tow Service Operator(s).
  - a. Days and Hours of Operation:
    - i. Mondays through Thursdays from 5:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 6:30 p.m. A minimum of two FSP vehicles shall be in operation during service hours.
    - ii. Fridays from 5:30 a.m. to 8:30 a.m. and from 12:30 p.m. to 6:30 p.m. A minimum of two FSP vehicles shall be in operation during service hours.
  - b. Location – SR-210 from the San Bernardino/Los Angeles County line to Citrus Avenue
  - c. Services – Quick detection, verification, and removal of accidents and other freeway incidents.
2. Service Operation - CONTRACTOR shall ensure that services are provided as described in Task 1 above for a minimum of 50 months.
3. Promotion - CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the FSP service. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.
4. Program Monitoring and Reporting
  - a. Quarterly Reports: Until work is complete, CONTRACTOR shall provide quarterly progress reports that summarize the project results including, but not limited to:
    - Centerline miles for each beat implemented during reporting period;

**Attachment 1  
Statement of Work – continued  
San Bernardino Associated Governments  
Contract Number MS16086**

- Average number of tow trucks deployed for each beat;
- Total number of service hours per beat for the reporting period;
- Total number of motorist assists per beat for the reporting period; and
- Average number of motorist assists per truck-hour per beat for the reporting period.

Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

- b. Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future FSP projects.
5. Project Schedule - CONTRACTOR shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion
Task 1 – Development and Preparation	Month 3
Task 2 – Service Operation	Month 53
Task 3 – Promotion	Month 7
Task 4 – Monitoring and Reporting	Month 59

**Attachment 2  
Cost Schedule  
San Bernardino Associated Governments  
Contract Number MS16086**

**Cost Breakdown**

CONTRACTOR shall be reimbursed quarterly for Operation of the Service on an actual cost basis, as listed below, until all funds are exhausted.

Construction FSP Cost Element	Maximum AB 2766 Discretionary Funds payable under this Contract	CONTRACTOR Co-Funding	Total Project Cost
Task 1 – Planning and Administration	\$0	\$35,675	\$35,675
Task 2 - Service Operation	\$800,625	\$266,875	\$1,067,500
Task 3 – Promotion	\$0	\$12,394	\$12,394
Task 4 – Monitoring and Reporting	\$0	\$341,880	\$341,880
<b>Totals</b>	<b>\$800,625</b>	<b>\$662,824</b>	<b><u>\$1,457,369</u></b>

CONTRACTOR's in-kind labor contributions for Tasks 1, 3 and 4 are estimates only, and are not required to be documented.

CONTRACTOR shall be reimbursed according to the amounts stated above upon submission of invoices which shall include a copy of service provider(s) invoice(s) detailing dates of service and total hours of services. CONTRACTOR shall be reimbursed solely for the operating cost of providing FSP service.

**RFP 16-1001523**  
**ATTACHMENT “A” – SCOPE OF WORK**

Attachment: RFP 16-1001523 SOW final (2794 : MSRC Partnership Program Contract & FSP RFP Release)

## 1.0 Summary of Scope of Work

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Each Beat shall require Two (2) primary certified Freeway Service Patrol (FSP) tow trucks, and one (1) certified back-up FSP tow truck.

Where conditions permit, safe removal of small debris may also be required. The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions do not warrant, drivers will remove the vehicles from the freeway to provide services within policy. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop locations assigned by CHP.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses and refill radiators. These services are not all inclusive. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow after a FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the CHP Standard Operating Procedures (SOP) Manual. The CHP is responsible for the day-to-day supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, a FSP CHP Officer should be notified of the incident as the CHP Officer on scene will assume responsibility for any damage or injury occurring. Drivers should not tell the CHP Officer they will not perform the task requested, UNLESS they believe they are unable to perform the task safely. Afterwards, CHP will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

At any time during the contract's term, SANBAG reserves the right to adjust Beat specifications (i.e. Beat length) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. If warranted, a Contractor may be requested by CHP, this happens on a case-by-case basis, to go beyond the limits of their assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon FSP CHP officer approval.

At times, SANBAG and/or Caltrans will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. SANBAG and Caltrans have established an agreement for which these types of services can be provided. Days and hours may vary for each construction project and will typically take place during non-FSP hours.

CONTRACTOR shall attend, or send a designated management-level representative to all FSP Project Management Meetings (i.e. required FSP Technical Advisory Committee (TAC) meeting which meets every other month). The FSP Project Management meetings will encompass focused and informal/formal discussions concerning but not limited to; scope, services, schedule, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e. FSP TAC meeting) that has the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify SANBAG and CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled, and the CONTRACTOR will be notified no later than three (3) business days prior to the meeting.

Please refer to RFP Attachment X for further details on violations and penalties.

## 2.0 Contract Representatives.

SANBAG, Caltrans, and the CHP will jointly oversee the FSP services (hereinafter singularly or jointly referred to as “FSP Management”). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as “Beats”. The dispatching will be done in accordance with the contract for the service. A SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which his/her Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that the successful Proposer(s) which enters into an agreement with the SANBAG for these services will have the SOP Manual and any updates referenced into the agreement and therefore adhering to the SOP Manual is a contractual requirement as well.

## 3.0 Service Location.

The FSP operates on selected freeway segments referred to as “Beats”. Each Beat has specific turnaround locations and designated drop locations identified by the CHP. The limits are identified in the SOW.

At any time during the contract's term, SANBAG reserves the right to adjust Beat specifications (length of the Beat for example), and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written permission (i.e. email) The CONTRACTOR may be requested by CHP, to go beyond the limits of their assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SANBAG reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

## 4.0 Equipment Requirements:

**There will be Two (2) primary tow trucks and one (1) back up tow truck required for this contract.**

### A. Tow Truck Requirements:

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non FSP hours.

The FSP Program will utilize at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks proposed for use in the FSP Program must be less than a year old with a maximum of 50,000 miles with a clear, non-salvage title on the chassis and working parts of the truck. The truck must be free of any mechanical

defects or physical damage at the onset of the contract. The tow trucks cannot exceed 5 years of age in accordance with the term of the contract with SANBAG.

The CHP, in conjunction SANBAG, will verify the original purchase dates to ensure compliance.

All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB as well as all Local, State and Federal laws associated with that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained certified FSP tow truck(s) or improperly equipped certified FSP tow truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments. The CONTRACTOR will be required to have a FSP certified back-up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP certified back-up trucks to existing FSP tow operator contracts with other surrounding FSP agencies (not with SANBAG), does not qualify as meeting the certified SANBAG FSP back-up truck requirement(s).

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two (2) inches by 2 inches and no greater than four (4) inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior CHP approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to RFP Attachment X for further details on violations and penalties.

SANBAG follows and relies on the policies and procedures set forth in the SOP Manual developed by CHP. Please note that the San Bernardino FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. . For the most updated San Bernardino FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following:

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope- 100 ft., 5/16-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum **OPTIONAL**
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the CONTRACTOR's base office (Verizon).
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
18. Rear work lights (4)
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. min. 5/16" Alloy or OEM Spec. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least  
4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks **OPTIONAL** (2)

29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. Highway flares 360 minutes min.
  
34. Cones 18" height, reflectorized with tape
35. Hydraulic Floor Jack: 2-ton AND
36. 2-ton jack stand (1)
37. Wheel chock (1)
38. Four-way lug wrench (1 std.) (1)
39. Four way lug wrench (1 metric) (1)
40. Rechargeable compressor or refillable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity (1)
41. Flashlight and spare batteries or charger (1)
42. Tail lamps/stop lamps, portable remote with extension cord (1 set)
43. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets (1 set)
44. Funnel, multi-purpose, flexible spout (1)
45. Pop-Up Dolly (with tow straps), portable for removing otherwise Un-towable vehicles (1)
46. Five (5)-gallon can with lid filled with clean absorb-all (1)
47. Empty trash can with lid (Five gallon) (1)
48. Lock out set (1)
49. Safety glasses

Each certified FSP tow truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the CONTRACTOR's option and expense.

50. Screwdrivers--
  - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min).
  - ii. Phillips head - #1 and #2 (1 each, min).
51. Needle nose pliers (1)
52. Adjustable rib joint pliers, 2" min. capacity (1)
53. Crescent wrench - 8" (1)
54. Crescent wrench - 12" (1)
55. Four (4) lb. hammer (1)
56. Rubber mallet (1)
57. Electrical tape, roll (1)
58. Duct tape, 20 yard roll (1)
59. Tire pressure gauge (1)
60. Mechanic's wire (roll) (1)

## 61. Bolt cutters

(1)

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each shift. An Inspection form shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or the SANBAG. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SANBAG will designate and cover the cost of the selected installer for the San Bernardino FSP digital radio equipment and SANBAG's Automatic Vehicle Locator (AVL) equipment. SANBAG covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SANBAG along with the installer, must be able to access the required primary and back up FSP Tow Trucks and/or service truck no later than seven (7) business days prior to the start date of the Beat(s). No exceptions. If SANBAG is not able to access the required primary and back up FSP tow trucks and/or service truck by the seventh (7<sup>th</sup>) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Attachment X.

At times, an "outside speaker" or a handheld Kenwood "mic" (examples only) may need to be replaced due to normal wear and tear. If equipment needs to be replaced due to normal wear and tear, SANBAG will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP related equipment needs to be replaced due to negligence by the CONTRACTOR or any of their staff, including Drivers, the cost of the equipment and the installation cost will be deducted from the CONTRACTOR'S invoice/payment that same month or the following month (depends on when the incident occurred). CONTRACTORS, supervisors and Drivers are required to contact SANBAG and one of the FSP CHP officers immediately when any San Bernardino FSP equipment is damaged, failing or has failed and the CONTRACTOR will be provided with a replacement part by SANBAG or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "certified FSP back-up truck" on the Beat to cover the shift.

With the written permission of SANBAG the CONTRACTOR may be given the authorization to install some replacement equipment (an "outside speaker" or a "mic" for example) as long as the CONTRACTOR installs the equipment per SANBAG and San Bernardino FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding "installation standards", the CONTRACTOR is to contact SANBAG or one of the FSP CHP officers for further instructions/information. If provided the authorization by SANBAG or FSP CHP, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

**B. FSP Certified Back-Up Tow Truck.**

The CONTRACTOR shall be required to have one FSP certified back-up tow truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SANBAG in writing. The FSP certified back-up tow truck should be used when a certified primary FSP tow truck or, certified primary service truck is unavailable. The FSP certified back-up tow truck shall meet the same requirements for equipment, set-up and color as a Certified primary FSP tow truck. It shall meet all the vehicle equipment specifications. Please refer to Attachment X for further details on violations and penalties. Certified FSP tow trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

**C. Vehicle Breakdown and Other Missed Service.**

A FSP certified back-up tow truck must be in service on the Beat within 45 minutes of the time when a primary FSP tow truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in 1 minute increments until a FSP certified back-up tow truck is provided. If a FSP Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP tow truck maintenance shall be performed during non-FSP service hours.

If two tow trucks and one service truck option is selected, hourly reimbursement for services will be based on operations of two (2) tow trucks and one (1) service truck, irrespective of type of truck operating on the Beat. NO EXCEPTIONS.

In the event that a FSP certified back-up tow truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck, and notify one of the FSP CHP Supervisors immediately. In addition, the Driver must indicate in the "notes" section of the Tablet Computer that they have switched to a FSP certified back-up tow truck.

In addition, not having a FSP certified back-up Tow Truck Driver available is not an allowable excuse for not having a FSP certified back-up tow truck on the Beat within the 45 minute time period.

Please refer to RFP Attachment X for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation COMMISSION (RCTC) or any other neighboring FSP service, does not qualify as meeting the back-up requirement noted above.

#### D. Vehicle Identification.

It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SANBAG will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any SANBAG and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks and FSP service trucks. The detachable markings (magnetic or other forms of FSP signage), provided by SANBAG, must be placed on the center of both doors (driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP related signage flat (do not bend in any way, even the corners. A bend to any of the corners will cause the sign to easily release from the truck while driving), clean, out of direct sunlight when being stored, and out of public view while being stored during non-FSP operational hours.

#### E. Communications Equipment.

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center as well as the FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SANBAG only. SANBAG shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SANBAG owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SANBAG shall pay for repair fees for normal wear and tear to equipment. However, SANBAG will deduct repair fees as well as the full replacement cost of any SANBAG equipment due to improper use or negligence by the CONTRACTOR from any payment due to the CONTRACTOR under this agreement. SANBAG supplied vehicle equipment shall be returned immediately (within one to three business days – supervised and organized by SANBAG FSP staff) upon contract

termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all certified FSP Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices. *Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SANBAG and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices* in order to facilitate proper communication with the CHP Communications Center and CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures, video or capture any other images while performing FSP duties during FSP operational hours, or capture any FSP related images during non FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP related data or images are found on any social media outlet or networks not authorized by SANBAG; all parties associated with the incident will be excluded from the FSP Program.

Data input into the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices while driving/operating a vehicle such as cell phones are subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability for the motorist of the disabled vehicle to hear instructions transmitted from the cab of the FSP vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SANBAG, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SANBAG, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. All Tablet Computers should have the exterior protective case cleaned (protective outside case) and the screen protector shall be inspected for functionality and serviceability. Damaged/Worn items shall be reported to

**SANBAG within three (3) hours of problem being identified.** All Tablet Computers must be kept in a secure location. During all non-FSP operational hours, Tablet Computers shall not be left in tow or service truck. All Tablet Computers must be connected to a battery charger in the secure workstation area at the CONTRACTOR's facility during non-FSP operational hours. Tablet Computers are to be with the Driver in their FSP tow truck during FSP operational hours, or connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility during non-FSP operational hours. Any other location shall not be permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SANBAG or the FSP CHP Officers. CONTRACTOR is directly responsible to ensure their Tablet Computers are operating at all times.

The CONTRACTOR shall provide access to the Tablet Computers for SANBAG and FSP CHP Officers, or their designated designee, at any time during the course of the contract.

The CONTRACTOR shall provide a quarterly inspection report to SANBAG indicating the status of all equipment. SANBAG will provide the quarterly report submittal form to the CONTRACTOR. CONTRACTORS should consider the accurate completion and timely return of this form as part of their contract requirements.

The CONTRACTOR shall allow SANBAG staff or its representative access to the Tablet Computers at any time. If upon inspection SANBAG determines that the Tablet Computers are not being properly charged/stored; the CONTRACTOR will be subject to fines as outlined in RFP Attachment X.

#### F. Equipment Modifications

Modifying FSP communication/tracking equipment so that it does not function properly to SANBAG's specifications, and/or is disconnected or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SANBAG shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by the SANBAG. CONTRACTOR shall not access the AVL equipment in any way until SANBAG has arranged an inspection.

- 1) If any alterations are found with AVL related equipment owned by SANBAG; the CONTRACTOR shall be fined at a minimum: two complete FSP shifts (7 - 9 hours) at their hourly penalty rate three (3)

times their hourly rate. The final penalty shall be determined and assessed by FSP Management.

- 2) The SANBAG shall determine the designated AVL installer and the designated technician that comes out to the San Bernardino County region to review and repair the AVL systems.
- 3) In the event of alterations, any transportation, labor, repair, or replacement expenses incurred to repair the AVL equipment/system related to the San Bernardino FSP tow operations will be the responsibility of the CONTRACTOR. Costs incurred to repair and document the equipment will be deducted from the CONTRACTORS monthly invoice.

Please refer to RFP Attachment X for further details on violations and penalties.

### 5.0 Drivers.

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age or older at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP. In addition Drivers shall:

- 1) Pass a proficiency test administered by CHP
- 2) Pass a 2-day, 16 hour in-class training with exam at the end
- 3) Obtain a DL-64
- 4) Obtain a medical certificate

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Any Driver from other FSP service areas will be evaluated by the CHP on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

Please note: if a Beat is operating with both a tow truck and a service truck, all of the CONTRACTOR'S drivers must be proficient in the operation of both types of vehicles and their respective equipment.

The CONTRACTOR'S Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat. This includes replenishing expendable items such as gasoline, fire extinguisher, breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following data into their Tablet Computer:

- Inspection worksheet prior to the commencement of driving the tow truck/service truck.
- Mileage log prior to the commencement of driving the tow truck/service truck on the Beat (not at the tow yard).

The Driver shall also be required to complete an assist record for each incident utilizing the Tablet Computer.

Driver will be required to utilize a Tablet Computer (SANBAG supplies) to input the mileage log, inspection worksheet, and each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained on using the Tablet Computers to enter accurate data using SANBAG data collection software.

Other important forms that shall be required for the Driver to complete and turn in when they are assisting the motorists are the Liability Release Forms and the Damage Release Forms. It is critical that these forms are completed in a clear and accurate manner and returned to the SANBAG as quickly as possible, and no longer than thirty (30) business days from the date on the form. Any CONTRACTOR in violation of not completing these required forms and turning them in may be subject to penalties as outlined in Attachment X.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles DMV Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR shall permanently remove that Driver from the FSP program. If a Driver is charged with any crimes, the CONTRACTOR shall immediately suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, SANBAG retains the right to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year shall be required (at CONTRACTOR's expense). The SANBAG FSP Program conducts a one hour refresher training class/meeting each quarter for a total of four hours of on-going training each year. CONTRACTORS shall pay all Driver and Back-Up Driver for attending the required training.

As required by California Vehicle Code Section 2430, all applicants and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F is received and accepted by CHP, a driver's license and criminal history check will be performed.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.

The criminal history check will consist of a preliminary background check to see if the applicant meets the criteria for a Driver Certificate as outlined in California Vehicle Code Section 13377, and the FSP contract.

In addition, SANBAG, and/or CHP may, in its sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be suitable to represent the FSP Program with the public based on the background check, or any other reason. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTORS expense.

Background checks will ONLY be completed by CHP upon the acceptance of a CHP 234F.

B. Driver Equipment.

It shall be the responsibility of the CONTRACTOR to provide the Driver with specified uniforms, black protective toe boots, nameplate, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have a collar with a zipper.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½ inch tall (nameplate must be approved by one of the FSP CHP officers). The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn and will be supplied by SANBAG. A small FSP logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo patch shall be sewn on the left sleeve of the vest as well. A large FSP logo (patch) shall be sewn across the middle portion of the back of each safety vest. SANBAG will supply vests to the CONTRACTOR with the FSP logo patches already sewn on per CHP's required patch placement locations. The brass or gold nameplate with the name of the Driver (first initial of the first name and the full last name) shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver name plates, and the CONTRACTOR is responsible for the purchase and placement of the Driver name plate.** An FSP logo patch is not required to be sewn on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions.

Rain gear shall be waterproofed material, yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A Beanie may also be worn which must be navy blue in color and only worn with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided on pages 33-34 of this document titled: FSP Uniform Requirements

CONTRACTOR should refer to the most current SOP Manual in making sure they are following the most recent Driver equipment requirements.

### **6.0 Local Office.**

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or a person who represents the CONTRACTOR and has the authority to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the Proposal document shown in RFP Attachment "", Contractor Representative Form, the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and be located within Riverside, San Bernardino, Los Angeles or Orange Counties. A FSP certified back-up tow truck and a FSP certified back-up Tow Truck Driver must be available within a 45 minute request of the Beat area regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, fax service and email through which he/she or a responsible representative who has the authority to conduct business and make decisions on behalf of the CONTRACTOR during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. A fax machine and an email address that is monitored daily shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Attachment X for penalties associated with failure to respond to communications from CHP and/or SANBAG.

## 7.0 Beat Descriptions.

### SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

#### BEAT DESCRIPTIONS

Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
9	Interstate (I) 10 from LA County line to Haven Avenue	8.16	2	1
31	State Route (SR) 210 from LA County line to Citrus Avenue	14.1	2	1

All Beats are currently scheduled to operate from 5:30 a.m. to 8:30 a.m. and from 2:30 to 6:30 pm (Monday through Thursday). On Fridays, the Beats shall operate from 5:30 a.m. to 8:30 a.m. and from 12:30 p.m. to 6:30 p.m.

This Beat requires three (3) Primary Certified FSP Tow Trucks and one (1) Back-Up Certified FSP Tow Truck OR two (2) Primary Certified FSP Tow Trucks, one (1) Primary Certified Service Truck and one (1) Back-Up Certified FSP Tow Truck (Dependent on which scenario the evaluation committee chooses) available during all FSP operational service hours. SANBAG reserves the right to change Beat hours and operational requirements (i.e. length of Beat) during the course of the Contract.

Please refer to Attached Map of Beat areas

“Extra Work” for emergency coverage shall be assigned for any of the 9 SANBAG service areas.

Beat 9 or 31 (INSERT APPROPRIATE BEAT NUMBER UPON FINAL CONTRACT) is the priority Beat for this contract, meaning, should a primary truck go down, the “Extra Work” Beat truck shall be deployed back to the primary Beat. SANBAG shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SANBAG.

The contractor shall hold to all required standards about truck image and maintenance for the Back-Up truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

SANBAG reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SANBAG shall be required for commencement and termination of “extra work”.



## 8.0 FSP Holidays.

### PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Services are to be provided Monday through Friday at the hours designated in the Contract with the exception for the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

Approximate total service hours per vehicle per year: 1,900

In addition to the above service hours, at the discretion of SANBAG and the CHP, additional service may be requested on certain "high traffic days" on/or following certain holidays (e.g. July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). CONTRACTORS will be notified at least one week prior as to when FSP service hours are altered due to when certain holidays fall on the calendar. Each year could be different. Please note that FSP service hours can be altered for other unforeseen purposes as well.

### 9.0 FSP UNIFORM REQUIREMENTS

No hat:



Hat:



Attachment: RFP 16-1001523 SOW final (2794 : MSRC Partnership Program Contract & FSP RFP Release)

**Jacket and beanie: (beanie optional but if chosen must be worn with jacket or long sleeve shirt):**



**Long Sleeves:**



Attachment: RFP 16-1001523 SOW final (2794 : MSRC Partnership Program Contract & FSP RFP Release)

**ATTACHMENT X**  
**SUMMARY OF FSP VIOLATIONS AND PENALTIES**

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SANBAG.

Relevant section	Description of violation	Penalty
	Contractor does not have three (3) primary and one (1) back-up tow trucks "FSP" ready OR two (2) primary tow trucks and one (1) primary service truck as well as one (1) back up tow truck (FINAL SCENARIO TO BE SELECTED BY EVALUATION COMMITTEE AND REVISED FOR FINAL CONTRACT) for SANBAG to install equipment and for CHP to inspect seven (7) business days prior to the start of a Beat.	Flat \$1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one minute increments for every minute compliance is not met.
5.0	Not meeting tow truck and/or service truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck/Service Truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate.  Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract.  If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	\$50.00 per tablet
5.0 E	Email correspondence from CHP/SANBAG not being acknowledged.  It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SANBAG.	\$100.00 per day of no response
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and tear. If equipment is repairable, the cost of the repair

		shall be deducted from contractors invoice.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the CONTRACTOR'S penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer six digit survey number >10%	\$50 and up. Case by case basis as determined by FSP Management.

**RFP 16-1001522**  
**ATTACHMENT “A” – SCOPE OF WORK**

Attachment: RFP 16-1001522 SOW final (2794 : MSRC Partnership Program Contract & FSP RFP Release)

## 1.0 Summary of Scope of Work

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Each Beat shall require the appropriate scenario chosen during the evaluation process. The possible scenarios are:

- 1) Three (3) primary certified Freeway Service Patrol (FSP) tow trucks and one (1) certified back-up FSP tow truck.
- 2) Two (2) primary certified Freeway Service Patrol (FSP) tow trucks, one (1) primary certified Freeway Service Patrol service truck, and one (1) certified back-up FSP tow truck.

For more details please refer to section 4.0 of this scope of work (SOW).

Where conditions permit, safe removal of small debris may also be required. The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions do not warrant, drivers will remove the vehicles from the freeway to provide services within policy. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop locations assigned by CHP.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses and refill radiators. These services are not all inclusive. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow after a FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the CHP Standard Operating Procedures (SOP) Manual. The CHP is responsible for the day-to-day supervision of the FSP Program; therefore, policies and procedures are outlined in the

SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, a FSP CHP Officer should be notified of the incident as the CHP Officer on scene will assume responsibility for any damage or injury occurring. Drivers should not tell the CHP Officer they will not perform the task requested, UNLESS they believe they are unable to perform the task safely. Afterwards, CHP will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

At any time during the contract's term, SANBAG reserves the right to adjust Beat specifications (i.e. Beat length) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. If warranted, a Contractor may be requested by CHP, this happens on a case-by-case basis, to go beyond the limits of their assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon FSP CHP officer approval.

At times, SANBAG and/or Caltrans will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. SANBAG and Caltrans have established an agreement for which these types of services can be provided. Days and hours may vary for each construction project and will typically take place during non-FSP hours.

CONTRACTOR shall attend, or send a designated management-level representative to all FSP Project Management Meetings (i.e. required FSP Technical Advisory Committee (TAC) meeting which meets every other month). The FSP Project Management meetings will encompass focused and informal/formal discussions concerning but not limited to; scope, services, schedule, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e. FSP TAC meeting) that has the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify SANBAG and CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled, and the

CONTRACTOR will be notified no later than three (3) business days prior to the meeting.

Please refer to RFP Attachment X for further details on violations and penalties.

## **2.0 Contract Representatives.**

SANBAG, Caltrans, and the CHP will jointly oversee the FSP services (hereinafter singularly or jointly referred to as “FSP Management”). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as “Beats”. The dispatching will be done in accordance with the contract for the service. A SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which his/her Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that the successful Proposer(s) which enters into an agreement with the SANBAG for these services will have the SOP Manual and any updates referenced into the agreement and therefore adhering to the SOP Manual is a contractual requirement as well.

## **3.0 Service Location.**

The FSP operates on selected freeway segments referred to as “Beats”. Each Beat has specific turnaround locations and designated drop locations identified by the CHP. The limits are identified in the SOW.

At any time during the contract's term, SANBAG reserves the right to adjust Beat specifications (length of the Beat for example), and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written permission (i.e. email) The CONTRACTOR may be requested by CHP, to go beyond the limits of their assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SANBAG reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

## **4.0 Equipment Requirements:**

**There will be two scenarios for the RFP. The scenarios are as follows:**

- **Scenario 1: Three (3) primary tow trucks, and one (1) back up tow truck**
- **Scenario 2: Two (2) primary tow trucks, one (1) service truck, and one  
(1) back up tow truck**

**Final determination on which scenario will be chosen will be made by the evaluation committee.**

#### A. Tow Truck Requirements:

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non FSP hours.

The FSP Program will utilize at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks proposed for use in the FSP Program must be less than a year old with a maximum of 50,000 miles with a clear, non-salvage title on the chassis and working parts of the truck. The truck must be free of any mechanical defects or physical damage at the onset of the contract. The tow trucks cannot exceed 5 years of age in accordance with the term of the contract with SANBAG.

The CHP, in conjunction SANBAG, will verify the original purchase dates to ensure compliance.

All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB as well as all Local, State and Federal laws associated with that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained certified FSP tow truck(s) or improperly equipped certified FSP tow truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments. The CONTRACTOR will be required to have a FSP certified back-up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP certified back-up trucks to existing FSP tow operator contracts with other surrounding FSP agencies (not with SANBAG), does not qualify as meeting the certified SANBAG FSP back-up truck requirement(s).

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and

shall be no less than two (2) inches by 2 inches and no greater than four (4) inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior CHP approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to RFP Attachment X for further details on violations and penalties.

SANBAG follows and relies on the policies and procedures set forth in the SOP Manual developed by CHP. Please note that the San Bernardino FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. . For the most updated San Bernardino FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following:

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope- 100 ft., 5/16-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum **OPTIONAL**
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the CONTRACTOR's base office (Verizon).
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.

18. Rear work lights (4)
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. min. 5/16" Alloy or OEM Spec. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least  
4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks **OPTIONAL** (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. Highway flares 360 minutes min.
  
34. Cones 18" height, reflectorized with tape
35. Hydraulic Floor Jack: 2-ton AND
36. 2-ton jack stand (1)
37. Wheel chock (1)
38. Four-way lug wrench (1 std.) (1)
39. Four way lug wrench (1 metric) (1)
40. Rechargeable compressor or refillable air bottle, hoses and fittings to fit  
tire valve stems, 100 psi capacity (1)
41. Flashlight and spare batteries or charger (1)
42. Tail lamps/stop lamps, portable remote  
with extension cord (1 set)
43. Booster cables, 25 ft. long minimum,  
3-gauge copper wire with heavy-duty clamps  
and one end adapted to truck's power outlets (1 set)
44. Funnel, multi-purpose, flexible spout (1)
45. Pop-Up Dolly (with tow straps), portable for removing otherwise  
Un-towable vehicles (1)
46. Five (5)-gallon can with lid filled with clean absorb-all (1)
47. Empty trash can with lid (Five gallon) (1)
48. Lock out set (1)
49. Safety glasses

Each certified FSP tow truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the CONTRACTOR's option and expense.

50. Screwdrivers--

- i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min).
- ii. Phillips head - #1 and #2 (1 each, min).
- 51. Needle nose pliers (1)
- 52. Adjustable rib joint pliers, 2" min. capacity (1)
- 53. Crescent wrench - 8" (1)
- 54. Crescent wrench - 12" (1)
- 55. Four (4) lb. hammer (1)
- 56. Rubber mallet (1)
- 57. Electrical tape, roll (1)
- 58. Duct tape, 20 yard roll (1)
- 59. Tire pressure gauge (1)
- 60. Mechanic's wire (roll) (1)
- 61. Bolt cutters (1)

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each shift. An Inspection form shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or the SANBAG. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

**B. Service Truck Requirements (*Requirements for SCENARIO #2 if selected by the Evaluation Committee*):**

The Primary FSP Service Truck will be exclusively dedicated to FSP services during the hours of FSP operations. The FSP service truck is not required to be exclusively dedicated to the program during non-FSP service hours.

If two tow trucks and one service truck option is selected, the hourly reimbursement for services will be based on the operation of two (2) tow trucks positions and one (1) service truck position, irrespective of the type certified FSP truck operating on the Beat. NO EXCEPTIONS. The maximum an operator will be reimbursed for is two (2) certified. FSP tow trucks and one (1) certified service truck per hour.

The FSP Contractor will utilize a minimum ½ ton rated truck with a minimum V-6 engine. FSP Service Trucks will have a minimum of five seats, able to carry five adult passengers. FSP Service Trucks will provide the same service that a FSP tow truck would provide with the exception of towing. All FSP service trucks proposed for use in the FSP program will be less than one year old with a maximum of 5,000 miles with no salvage title at the onset of the contract. The service truck cannot exceed 5 years of age in accordance with the term of the contract with SANBAG.

The CHP, in conjunction with SANBAG, will verify the original purchase dates to ensure compliance.

All FSP Service Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program, it must comply with emission standards set forth by DOT and CARB as well as all Local, State and Federal laws associated with that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each service truck designated for the FSP Program in San Bernardino County to ensure that it meets the service truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe or poorly maintained certified FSP service truck(s) or improperly equipped certified FSP service truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments. The CONTRACTOR will be required to have a FSP certified back-up Truck available for service during their FSP Beat(s) shifts.

Please note that FSP certified back-up trucks to existing FSP tow operator contracts with other surrounding FSP agencies (not with SANBAG), does not qualify as meeting the certified SANBAG FSP back-up truck requirement(s).

FSP service trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, and bed). No trim will be allowed. Service trucks will display the employer name, address, phone number and motor carrier permit number on both sides. Lettering shall be in block lettering and shall be no less than two (2) inches and no greater than four (4) inches in height. Lettering can only be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. The overall look of the truck must be approved by CHP prior to service implementation; therefore any questions regarding this policy is highly recommended to be discussed with one of the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior CHP approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to RFP Attachment X for further details on violations and penalties.

SANBAG follows and relies on the policies and procedures set forth in the SOP Manual developed by CHP. Please note that the San Bernardino FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. . For the most updated San Bernardino FSP equipment list, please refer to the latest SOP Manual.

Each FSP service truck shall be equipped in accordance with the SOP Manual and shall include the following:

- 1) Service truck with a minimum of five seats
- 2) Rubber faced push bumper/ 2 vertical
- 3) Vehicle numbers both sides
- 4) Signs
- 5) Headlights
- 6) Turn Signals
- 7) Tail lamps
- 8) Stop Lamps
- 9) Backup Lamps
- 10) License Plate Lamp
- 11) Rear work lights
- 12) Amber Warning Lights: Front/rear selectable, in-cab controls
- 13) Fenders
- 14) Windshield
- 15) Windshield Wipers
- 16) Spotlight: Body mounted, front to rear coverage
- 17) Service Brakes
- 18) Parking Brake
- 19) Mirrors
- 20) Horn
- 21) Beam Indicator
- 22) Cab interior lighting suitable for reading and writing
- 23) Truck to Shop Communications System
- 24) FSP Two-Way Radios / Terminals
- 25) CHP Monitor Receivers: Properly programmed, operating
- 26) Public Address System
- 27) Battery Rating: 60 Amp-hour or greater
- 28) Tire Tread
- 29) Wheels
- 30) Suspension
- 31) Steering
- 32) Frame
- 33) Exhaust System
- 34) Fuel Cap(s)
- 35) Fire Extinguisher: 4BC Rating
- 36) Flashlight
- 37) Spare flashlight batteries/ Charger for rechargeable
- 38) Broom: 24 inches wide, coarse bristle
- 39) Shovel: Square point
- 40) Pry Bar: Minimum 36 inch length
- 41) Jack Stand: 2-Ton capacity
- 42) Hydraulic Floor Jack: 2-Ton capacity
- 43) Air Bottle: 80 psi, min., or Air Compressor

- 44) Hoses and fittings for tire valve stem
- 45) Bolt Cutters
- 46) Highway flares: 360 minute total burn time
- 47) Metric and Standard 4-way Lug Wrenches
- 48) Sledge Hammer: 4 pound
- 49) First Aid kit: 5"x9"
- 50) Lockout Tool Set
- 51) Funnel with flexible spout
- 52) Water Container: Plastic, 5 gallon
- 53) Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
- 54) Absorbent Can with lid: 5 gal. of clean absorbent
- 55) Trash Can with lid: 5 gal., empty
- 56) Cones: 6 ea., 18 inch height, reflectorized
- 57) Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
- 58) Booster Cable Connectors: mounted front and rear
- 59) Wheel chocks
- 60) Safety Glasses

Each certified FSP service truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the CONTRACTOR's option and expense.

- 1) Screwdrivers--
  - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min).
  - ii. Phillips head - #1 and #2 (1 each, min).
- 2) Adjustable Wrenches: 8" and 12" (1 each, min)
- 3) Pliers: Needle nose and adjustable rib joint, 2 inch capacity
- 4) Duct tape, Electrical tape, mechanics wire: 1 roll each
- 5) Rubber Mallet
- 6) Tire Pressure Gauge

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory the required equipment prior to the start of each shift. An inspection form shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SANBAG. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured to the truck.

#### Installation of FSP related equipment:

Upon execution of the contract, SANBAG will designate and cover the cost of the selected installer for the San Bernardino FSP digital radio equipment and SANBAG's Automatic Vehicle Locator (AVL) equipment. SANBAG covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SANBAG along with the installer, must be

able to access the required primary and back up FSP Tow Trucks and/or service truck no later than seven (7) business days prior to the start date of the Beat(s). No exceptions. If SANBAG is not able to access the required primary and back up FSP tow trucks and/or service truck by the seventh (7<sup>th</sup>) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Attachment X.

At times, an “outside speaker” or a handheld Kenwood “mic” (examples only) may need to be replaced due to normal wear and tear. If equipment needs to be replaced due to normal wear and tear, SANBAG will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP related equipment needs to be replaced due to negligence by the CONTRACTOR or any of their staff, including Drivers, the cost of the equipment and the installation cost will be deducted from the CONTRACTOR’S invoice/payment that same month or the following month (depends on when the incident occurred). CONTRACTORS, supervisors and Drivers are required to contact SANBAG and one of the FSP CHP officers immediately when any San Bernardino FSP equipment is damaged, failing or has failed and the CONTRACTOR will be provided with a replacement part by SANBAG or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their “certified FSP back-up truck” on the Beat to cover the shift.

With the written permission of SANBAG the CONTRACTOR may be given the authorization to install some replacement equipment (an “outside speaker” or a “mic” for example) as long as the CONTRACTOR installs the equipment per SANBAG and San Bernardino FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding “installation standards”, the CONTRACTOR is to contact SANBAG or one of the FSP CHP officers for further instructions/information. If provided the authorization by SANBAG or FSP CHP, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

#### B. FSP Certified Back-Up Tow Truck.

The CONTRACTOR shall be required to have one FSP certified back-up tow truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SANBAG in writing. The FSP certified back-up tow truck should be used when a certified primary FSP tow truck or, certified primary service truck is unavailable. The FSP certified back-up tow truck shall meet the same requirements for equipment, set-up and color as a Certified primary FSP tow truck. It shall meet all the vehicle equipment specifications. Please refer to Attachment X for further details on violations and penalties. Certified

FSP tow trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

#### C. Vehicle Breakdown and Other Missed Service.

A FSP certified back-up tow truck must be in service on the Beat within 45 minutes of the time when a primary FSP tow truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in 1 minute increments until a FSP certified back-up tow truck is provided. If a FSP Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP tow truck maintenance shall be performed during non-FSP service hours.

If two tow trucks and one service truck option is selected, hourly reimbursement for services will be based on operations of two (2) tow trucks and one (1) service truck, irrespective of type of truck operating on the Beat. NO EXCEPTIONS.

In the event that a FSP certified back-up tow truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck, and notify one of the FSP CHP Supervisors immediately. In addition, the Driver must indicate in the "notes" section of the Tablet Computer that they have switched to a FSP certified back-up tow truck.

In addition, not having a FSP certified back-up Tow Truck Driver available is not an allowable excuse for not having a FSP certified back-up tow truck on the Beat within the 45 minute time period.

Please refer to RFP Attachment X for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation COMMISSION (RCTC) or any other neighboring FSP service, does not qualify as meeting the back-up requirement noted above.

#### D. Vehicle Identification.

It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SANBAG will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any SANBAG and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks and FSP service trucks. The detachable markings (magnetic or other forms of FSP signage), provided by SANBAG, must be placed on the center of both doors (driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP related signage flat (do not bend in any way, even the corners. A bend to any of the corners will cause the sign to easily release from the truck while driving), clean, out of direct sunlight when being stored, and out of public view while being stored during non-FSP operational hours.

#### E. Communications Equipment.

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center as well as the FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SANBAG only. SANBAG shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SANBAG owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SANBAG shall pay for repair fees for normal wear and tear to equipment. However, SANBAG will deduct repair fees as well as the full replacement cost of any SANBAG equipment due to improper use or negligence by the CONTRACTOR from any payment due to the CONTRACTOR under this agreement. SANBAG supplied vehicle equipment shall be returned immediately (within one to three business days – supervised and organized by SANBAG FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all certified FSP Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices. ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SANBAG and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and CHP field

supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures, video or capture any other images while performing FSP duties during FSP operational hours, or capture any FSP related images during non FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP related data or images are found on any social media outlet or networks not authorized by SANBAG; all parties associated with the incident will be excluded from the FSP Program.

Data input into the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices while driving/operating a vehicle such as cell phones are subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability for the motorist of the disabled vehicle to hear instructions transmitted from the cab of the FSP vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SANBAG, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SANBAG, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. All Tablet Computers should have the exterior protective case cleaned (protective outside case) and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SANBAG within three (3) hours of problem being identified.** All Tablet Computers must be kept in a secure location. During all non-FSP operational hours, Tablet Computers shall not be left in tow or service truck. All Tablet Computers must be connected to a battery charger in the secure workstation area at the CONTRACTOR's facility during non-FSP operational hours. Tablet Computers are to be with the Driver in their FSP tow truck during FSP operational hours, or connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility during non-FSP operational hours. Any other location shall not be permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SANBAG or the FSP CHP Officers. CONTRACTOR is directly responsible to ensure their Tablet Computers are operating at all times.

The CONTRACTOR shall provide access to the Tablet Computers for SANBAG and FSP CHP Officers, or their designated designee, at any time during the course of the contract.

The CONTRACTOR shall provide a quarterly inspection report to SANBAG indicating the status of all equipment. SANBAG will provide the quarterly report submittal form to the CONTRACTOR. CONTRACTORS should consider the accurate completion and timely return of this form as part of their contract requirements.

The CONTRACTOR shall allow SANBAG staff or its representative access to the Tablet Computers at any time. If upon inspection SANBAG determines that the Tablet Computers are not being properly charged/stored; the CONTRACTOR will be subject to fines as outlined in RFP Attachment X.

#### F. Equipment Modifications

Modifying FSP communication/tracking equipment so that it does not function properly to SANBAG's specifications, and/or is disconnected or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SANBAG shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by the SANBAG. CONTRACTOR shall not access the AVL equipment in any way until SANBAG has arranged an inspection.

- 1) If any alterations are found with AVL related equipment owned by SANBAG; the CONTRACTOR shall be fined at a minimum: two complete FSP shifts (7 - 9 hours) at their hourly penalty rate three (3) times their hourly rate. The final penalty shall be determined and assessed by FSP Management.
- 2) The SANBAG shall determine the designated AVL installer and the designated technician that comes out to the San Bernardino County region to review and repair the AVL systems.
- 3) In the event of alterations, any transportation, labor, repair, or replacement expenses incurred to repair the AVL equipment/system related to the San Bernardino FSP tow operations will be the responsibility of the CONTRACTOR. Costs incurred to repair and document the equipment will be deducted from the CONTRACTORS monthly invoice.

Please refer to RFP Attachment X for further details on violations and penalties.

## 5.0 Drivers.

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age or older at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP. In addition Drivers shall:

- 1) Pass a proficiency test administered by CHP
- 2) Pass a 2-day, 16 hour in-class training with exam at the end
- 3) Obtain a DL-64
- 4) Obtain a medical certificate

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Any Driver from other FSP service areas will be evaluated by the CHP on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

Please note: if a Beat is operating with both a tow truck and a service truck, all of the CONTRACTOR'S drivers must be proficient in the operation of both types of vehicles and their respective equipment.

The CONTRACTOR'S Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat. This includes replenishing expendable items such as gasoline, fire extinguisher, breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following data into their Tablet Computer:

- Inspection worksheet prior to the commencement of driving the tow truck/service truck.
- Mileage log prior to the commencement of driving the tow truck/service truck on the Beat (not at the tow yard).

The Driver shall also be required to complete an assist record for each incident utilizing the Tablet Computer.

Driver will be required to utilize a Tablet Computer (SANBAG supplies) to input the mileage log, inspection worksheet, and each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained

on using the Tablet Computers to enter accurate data using SANBAG data collection software.

Other important forms that shall be required for the Driver to complete and turn in when they are assisting the motorists are the Liability Release Forms and the Damage Release Forms. It is critical that these forms are completed in a clear and accurate manner and returned to the SANBAG as quickly as possible, and no longer than thirty (30) business days from the date on the form. Any CONTRACTOR in violation of not completing these required forms and turning them in may be subject to penalties as outlined in Attachment X.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles DMV Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR shall permanently remove that Driver from the FSP program. If a Driver is charged with any crimes, the CONTRACTOR shall immediately suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, SANBAG retains the right to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year shall be required (at CONTRACTOR's expense). The SANBAG FSP Program conducts a one hour refresher training class/meeting each quarter for a total of four hours of on-going training each year. CONTRACTORS shall pay all Driver and Back-Up Driver for attending the required training.

As required by California Vehicle Code Section 2430, all applicants and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F is received and accepted by CHP, a driver's license and criminal history check will be performed.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.

The criminal history check will consist of a preliminary background check to see if the applicant meets the criteria for a Driver Certificate as outlined in California Vehicle Code Section 13377, and the FSP contract.

In addition, SANBAG, and/or CHP may, in its sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be suitable to represent the FSP Program with the public based on the background check, or any other reason. If the applicant passes the preliminary check, then the applicant

shall submit to fingerprinting to complete the background check at the CONTRACTORS expense.

Background checks will ONLY be completed by CHP upon the acceptance of a CHP 234F.

B. Driver Equipment.

It shall be the responsibility of the CONTRACTOR to provide the Driver with specified uniforms, black protective toe boots, nameplate, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have a collar with a zipper.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½ inch tall (nameplate must be approved by one of the FSP CHP officers). The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn and will be supplied by SANBAG. A small FSP logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo patch shall be sewn on the left sleeve of the vest as well. A large FSP logo (patch) shall be sewn across the middle portion of the back of each safety vest. SANBAG will supply vests to the CONTRACTOR with the FSP logo patches already sewn on per CHP's required patch placement locations. The brass or gold nameplate with the name of the Driver (first initial of the first name and the full last name) shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver name plates, and the CONTRACTOR is responsible for the purchase and placement of the Driver name plate.** An FSP logo patch is not required to be sewn on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions.

Rain gear shall be waterproofed material, yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A Beanie may also be worn which must be navy blue in color and only worn with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided on pages 33-34 of this document titled: FSP Uniform Requirements

CONTRACTOR should refer to the most current SOP Manual in making sure they are following the most recent Driver equipment requirements.

## 6.0 Local Office.

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or a person who represents the CONTRACTOR and has the authority to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the Proposal document shown in RFP Attachment "", Contractor Representative Form, the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and be located within Riverside, San Bernardino, Los Angeles or Orange Counties. A FSP certified back-up tow truck and a FSP certified back-up Tow Truck Driver must be available within a 45 minute request of the Beat area regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, fax service and email through which he/she or a responsible representative who has the authority to conduct business and make decisions on behalf of the CONTRACTOR during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. A fax machine and an email address that is monitored daily shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Attachment X for penalties associated with failure to respond to communications from CHP and/or SANBAG.

## 7.0 Beat Descriptions.

### SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

#### BEAT DESCRIPTIONS

Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
14	Interstate (I) 215 from the Riverside County line to Devore Road	10.02	3	1

All Beats are currently scheduled to operate from 5:30 a.m. to 8:30 a.m. and from 2:30 to 6:30 pm (Monday through Thursday). On Fridays, the Beats shall operate from 5:30 a.m. to 8:30 a.m. and from 12:30 p.m. to 6:30 p.m.

This Beat requires three (3) Primary Certified FSP Tow Trucks and one (1) Back-Up Certified FSP Tow Truck OR two (2) Primary Certified FSP Tow Trucks, one (1) Primary Certified Service Truck and one (1) Back-Up Certified FSP Tow Truck (Dependent on which scenario the evaluation committee chooses) available during all FSP operational service hours. SANBAG reserves the right to change Beat hours and operational requirements (i.e. length of Beat) during the course of the Contract.

Please refer to Attached Map of Beat areas

“Extra Work” for emergency coverage shall be assigned for any of the 9 SANBAG service areas.

Beat 14 is the priority Beat for this contract, meaning, should a primary truck go down, the “Extra Work” Beat truck shall be deployed back to the primary Beat. SANBAG shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SANBAG.

The contractor shall hold to all required standards about truck image and maintenance for the Back-Up truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

SANBAG reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SANBAG shall be required for commencement and termination of “extra work”.



## 8.0 FSP Holidays.

### PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Services are to be provided Monday through Friday at the hours designated in the Contract with the exception for the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

Approximate total service hours per vehicle per year: 1,900

In addition to the above service hours, at the discretion of SANBAG and the CHP, additional service may be requested on certain “high traffic days” on/or following certain holidays (e.g. July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). CONTRACTORS will be notified at least one week prior as to when FSP service hours are altered due to when certain holidays fall on the calendar. Each year could be different. Please note that FSP service hours can be altered for other unforeseen purposes as well.

### 9.0 FSP UNIFORM REQUIREMENTS

No hat:



Hat:

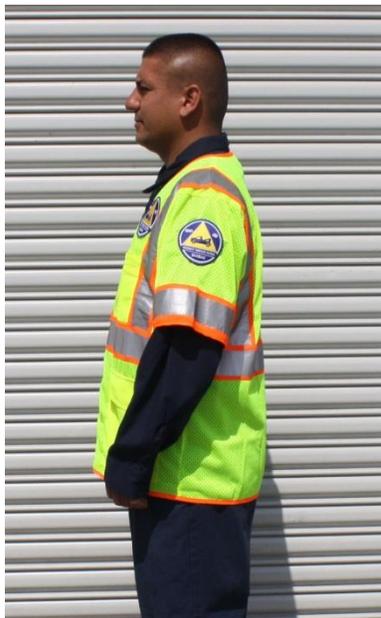


Attachment: RFP 16-1001522 SOW final (2794 : MSRC Partnership Program Contract & FSP RFP Release)

**Jacket and beanie: (beanie optional but if chosen must be worn with jacket or long sleeve shirt):**



**Long Sleeves:**



Attachment: RFP 16-1001522 SOW final (2794 : MSRC Partnership Program Contract & FSP RFP Release)

**ATTACHMENT X**  
**SUMMARY OF FSP VIOLATIONS AND PENALTIES**

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SANBAG.

Relevant section	Description of violation	Penalty
	Contractor does not have three (3) primary and one (1) back-up tow trucks "FSP" ready OR two (2) primary tow trucks and one (1) primary service truck as well as one (1) back up tow truck (FINAL SCENARIO TO BE SELECTED BY EVALUATION COMMITTEE AND REVISED FOR FINAL CONTRACT) for SANBAG to install equipment and for CHP to inspect seven (7) business days prior to the start of a Beat.	Flat \$1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one minute increments for every minute compliance is not met.
5.0	Not meeting tow truck and/or service truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck/Service Truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate.  Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract.  If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate.  If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	\$50.00 per tablet
5.0 E	Email correspondence from CHP/SANBAG not being acknowledged.  It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SANBAG.	\$100.00 per day of no response
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and tear. If equipment is repairable, the cost of the repair

		shall be deducted from contractors invoice.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the CONTRACTOR'S penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer six digit survey number >10%	\$50 and up. Case by case basis as determined by FSP Management.

## *Minute Action*

AGENDA ITEM: 10

**Date:** June 8, 2016

**Subject:**

Congestion Management Program 2016 Update

**Recommendation:**

That the General Policy Committee recommend the Board, acting as the San Bernardino County Congestion Management Agency, approve the 2016 update to the Congestion Management Program.

**Background:**

Passage of Proposition 111 in 1990 required Congestion Management Agencies to develop a Congestion Management Program (CMP). As the designated Congestion Management Agency, SANBAG prepared and adopted a CMP. State law requires updating of the SANBAG CMP every two years. Over the past several CMP update cycles, this update has been satisfied through the biennial update of the Development Mitigation Nexus Study (formerly Appendix K of the CMP). On February 3, 2016, the SANBAG Board of Directors approved the 2015 Update to the Development Mitigation Nexus Study. The update includes revisions to cost estimates for interchanges, arterials and grade separation projects included in the Nexus Study as well as refinements to local jurisdiction Nexus Study arterial lists. Based on the updated Nexus Study cost estimates, local jurisdictions are required to update their development impact fee programs to ensure development contributes its fair share to future transportation system improvements per the Measure I Ordinance.

A comprehensive overhaul of the complete CMP document has been performed to maintain relevance for local application. The CMP contains the following elements:

- System Level of Service Element
- Performance Element
- Land Use/Transportation Analysis Program
- Travel Demand Management Element
- Monitoring Program
- Transportation Modeling
- Capital Improvement Program Element
- Deficiency Plans

The following changes were incorporated into the full CMP document to clarify the intent of the document and update relevant information and data.

*Entity: CMA*

General Policy Committee Agenda Item

June 8, 2016

Page 2

*Introduction*

- References updated
- Text clarified and condensed
- Events section eliminated

*System Level of Service (LOS) Element*

- References updated
- Text clarified and condensed
- LOS methodology updated consistent with recent action to enhance the monitoring program through use of vehicle probe data

*Performance Element*

- Text clarified and condensed
- Existing transit service discussion generalized with references to National Transit Database and Trans Track for performance characteristics

*Land Use/Transportation Analysis Program*

- References updated
- Text clarified and condensed

*Travel Demand Management Element*

- References updated
- Text clarified and condensed

*Monitoring Program and Transportation Modeling*

- Refined data collection discussion
- Generalized schedule components
- Revised text to reflect availability of San Bernardino Transportation Analysis Model (SBTAM)

*Capital Improvement Program Element*

- Revised references to highlight that the Federal Transportation Improvement Program (FTIP), previously the Regional Transportation Improvement Program (RTIP) satisfies the CIP requirements
- Text clarified and condensed

*Deficiency Plans*

- Text clarified and condensed

*Appendix A – LOS Analysis Procedures*

- Replace in whole with the recently completed 2015 LOS Monitoring Report

*Appendix B – CMP Government Code Sections*

- Deleted

*Appendix C – Guidelines for CMP Traffic Impact Analysis Reports in SB County*

- Minor refinements and clarifications

General Policy Committee Agenda Item

June 8, 2016

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*Appendix D – Guidelines for the Preparation of Deficiency Plans*

- Minor refinements and clarifications

*Appendix E – CMP Capital Improvement Program*

- Deleted

*Appendix F – Conflict Resolution Procedure*

- Text clarified

*Appendix G – Preliminary Construction Cost Estimates*

- Deleted

*Appendix H – Post Processed Traffic Volume Guidelines*

- Refined to be consistent with current model base and horizon years

*Appendix I – Trip Generation Rates and Truck Percentages for Industrial and Warehouse Uses*

- Deleted

*Appendix J – Requirements for Land Use/Transportation Analysis Program*

- Text refined and clarified to reflect Board action to eliminate annual escalation costs

*Appendix K – Development Mitigation Nexus Study*

- Swapped out in whole with revised Nexus Study adopted by the SANBAG Board in February 2016

The Draft CMP document can be accessed at the following link for review: <ftp://gis.sanbag.ca.gov/SANBAG/Projects/CMP>. After approval by the Board of Directors the final 2016 CMP will be uploaded to the SANBAG website for reference.

***Financial Impact:***

This item has no financial impact on the Fiscal Year 2015/2016 SANBAG Budget.

***Reviewed By:***

The information in this item was presented to the Transportation Technical Advisory Committee on April 4, 2016 and May 2, 2016. This item is not scheduled for review by any other policy committee.

***Responsible Staff:***

Timothy Byrne, Chief of Planning

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Approved  
General Policy Committee  
Date: June 8, 2016

Witnessed By:

## *Minute Action*

### AGENDA ITEM: 11

**Date:** June 8, 2016

**Subject:**

Measure I 2016 Population Estimates

**Recommendation:**

That the General Policy Committee recommend the Board adopt the 2016 Population Estimates in Attachment B for use in the allocation of Measure I Local Street Program Funds.

**Background:**

Allocation of revenue authorized by Ordinance No. 04-01 is estimated within the Transportation Expenditure Plan, but funds are allocated by percentage of the actual revenue received. Population estimates for the cities and unincorporated territory within each Measure I Subarea are used in the allocation of Measure I Local Street Program funds, commonly referred to as local pass-through funds. The Valley distribution formula for local pass-through funds is based strictly upon population, while the Mountain/Desert formula contains both population and point of generation components as detailed below:

San Bernardino Valley Subarea Expenditure Plan, Section F “Local Street Projects” states:

“Allocations to local jurisdictions shall be on a per capita basis using the most recent State Department of Finance population estimates for January 1, with the County’s portion based upon unincorporated population in the Valley Subarea. Estimates of unincorporated population within the Valley Subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimate for January 1 of each year.”

Mountain/Desert Expenditure Plan, Section C “Local Street Projects” Paragraph 2 states:

“...funds in the general Local Street Projects category shall be allocated to local jurisdictions based upon population (50 percent) and tax generation (50 percent). Population calculations shall be based upon the most current State Department of Finance estimates for January 1 of each year. Estimates of unincorporated population within each subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimates. Tax generation calculations shall be based upon State Board of Equalization data.”

The formulas are updated annually using the State Department of Finance (DOF) population estimates as of January 1 of each year. The DOF estimating process begins with a county estimate that is produced by using customary demographic data inputs (births, deaths, school enrollment, administrative data, etc.) and applying standard demographic methodology. Growth or decline at the local level (city/unincorporated area) is estimated using data collected from local jurisdictions, mainly housing unit change and annexations, and group quarters changes (college dorms, prisons, military barracks) collected from a variety of government agencies and educational segments. That local estimate is then aligned to the county-level figure which is based on changes in annual counts for births, deaths, school enrollment, migration,

*Entity: CTA*

## General Policy Committee Agenda Item

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medical care enrollment data, and group quarters population. Once DOF has the data necessary to produce the annual sub-county report, the DOF timeframe for actually calculating and producing the estimates is very limited due to the timing of the data collection (as it becomes available) and the statutory deadline that they are under. Further information from the DOF website is included as Attachment A to this agenda item.

According to DOF, local agencies that have comments or feedback pertaining to a population estimate are encouraged to first contact their planning department, building department or community development department locally to express their concerns. The housing unit changes that drive population estimates locally come directly from a survey completed by local planning, building and community development departments. In the event that a number of housing units were not reported by the local jurisdiction, DOF can revise a previous year to include those units given the proper documentation. This may result in a higher population for a previous year but does not directly impact current year transportation sales tax funds to the jurisdiction for the current year.

The San Bernardino County Demographic Research Unit takes the DOF estimates and disaggregates the unincorporated population by Measure I Subarea based on building permit activity. Urban areas are defined by Caltrans Urban Area Boundaries within the unincorporated areas. Both are controlled to the DOF Unincorporated total.

The January 1, 2016, population estimates are recommended for approval and use in allocation of Measure I Local Street Program funds. Both the 2016 population estimates (Attachment B) and the 2015 population estimates (Attachment C) are attached to this agenda item for comparison purposes. As there were only minor fluctuations in the population statistics, there should be no significant shift in Measure I fund allocations related to population. The distribution of Measure I funds will be adjusted retroactively to January 1, 2016, to reflect each jurisdiction's relative proportion of population within the Measure I Subarea.

This item has no direct impact on the SANBAG budget. The adopted population estimates are incorporated into the allocation formula for distribution to local jurisdictions. It should be noted that the population estimates are also used in the apportionment of the Local Transportation Fund and the State Transit Assistance Fund and in the determination of equitable shares between subareas of certain State and Federal funds.

***Financial Impact:***

This item is consistent with the 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:***

Ellen Pollema, Management Analyst II

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Approved  
General Policy Committee  
Date: June 8, 2016

Witnessed By:

## Attachment A

## Department of Finance Population Estimate Methodology

Source: State of California, Department of Finance, May 2, 2016.  
<http://www.dof.ca.gov/research/demographic/reports/estimates/e-1/view.php>

### OVERVIEW

California's population grew by 0.9% in 2015, adding 348,000 residents total 39,256,000 as of January 1, 2016. The population estimates incorporate 2010 census counts.

The population estimates are produced annually by the Department of Finance for use by local areas to calculate their annual apportions limit. The State Controller's Office uses Finance's estimates to update their population figures for distribution of state subventions to cities and counties, and to comply with various state codes. Additionally, estimates are used for research and planning purposes by federal, state, and local agencies, the academic community, and the private sector.

Changes to the housing stock are used in the preparation of the annual city population estimates. Estimated occupancy of housing units and the number of persons per household further determine population levels. Changes in city housing stock result from new construction, demolitions, housing unit conversions, and annexations. The sub-county population estimates are then adjusted to be consistent with independently produced county estimates.

Related population reports are available on the Department's website:  
<http://www.dof.ca.gov/research/demographic>

### POPULATION CHANGE MODELING

The state and county population are independently estimated using population change models benchmarked on official decennial census counts. The state population is estimated using the Driver License Address Change method. County population proportions are estimated using the average of three separately estimated sets of proportions. The final distribution of proportions is applied to the independently estimated state control.

**State Estimate.** The state population is estimated using the Driver License Address Change (DLAC) Method. This composite method separately estimates the population under age 18, 18 through 64, and 65 years and older. Administrative records such as births, deaths, driver license address changes, tax return data, Medicare and Medi-Cal enrollment, immigration reports, elementary school enrollments, and group quarters population are among the data used in this method. All data used to develop these estimates are in summary tables and do not reveal the identity of any individual.

**County Estimates.** Most of county populations estimates result from averaging the first three methods below. We use one of these methods: Housing Unit Method, Vital Statistics Method, or DLAC Method, in 13 counties with 65,000 populations or less.

**DLAC Method.** A modified version of the state Driver License Address Change (DLAC) method is used for counties. County proportions of the state total result from changes in county population values for births, deaths, school enrollment, foreign and domestic migration, medical aid enrollments, and group quarters population.

**Ratio-Correlation Method.** This method models change in household population as a function of changes in the distributions of driver licenses, school enrollments, and housing units. Estimates of county group quarters are added.

**Tax Return Method.** County proportions are derived by the U.S. Census Bureau using matched federal income tax returns to estimate inter-county migration along with vital statistics, group quarters, and other information for the population aged 65 and over.

**Housing Unit Method (HUM).** Vacancy rate data from the 2010 census is applied. Assuming the average number of persons in households remains unchanged from Census 2010, county populations are then calculated from estimated counts for the household and group quarter's population data.

**Vital Statistics Method.** County population estimates result from changes in county population values for births, deaths, and group quarters population.

## METHODOLOGY

**City and Unincorporated Area Estimates.** The HUM is used to estimate total and occupied housing units, household size, household population, and group quarters population. Housing units are estimated by adding new construction and annexations and subtracting demolitions, and adjusting for units lost or gained by conversions. Annual housing unit change data are supplied by local jurisdictions and the U.S. Census Bureau. Occupied housing units are estimated by applying a derived civilian vacancy rate, based on 2010 benchmark data, to the estimated civilian housing units. Adjustments to census vacancy rates are made periodically. Exact data on foreclosures or other housing market indicators are not available to adjust vacancy rates. Military occupied housing units are added to civilian occupied housing units to calculate total occupied housing units. Military surveys are used to track military changes including base realignments and closures. Household population estimates are derived by multiplying the number of occupied housing units by the current persons per household. The persons per household estimates are based on 2010 census benchmark data and are adjusted by raking the current county population series into these estimates. The group quarters population is based on the Census Bureau's 2010 SF1 File counts on group quarters and annually adjusted using reported changes for group quarters by state, federal, and local agencies. The household and group quarters populations are summed to produce the initial city population estimates. These estimates are aligned to the county estimates described below.

**County Estimates.** County population estimates were developed using three separate methods.

**County Driver License Address Change (DLAC) Method.** A modified version of the state DLAC method is used for counties. County-level estimated population results from changes in annual counts for births, deaths, school enrollment, foreign and domestic migration, medical care enrollment data for the population 65 and over, and group quarters population.

**Ratio-Correlation Method.** This method models change in household population as a function of changes in the distributions of births, deaths, driver licenses, public elementary school enrollment, labor force, and county housing unit counts. Estimates of county group quarters are added.

**Administrative Records (ADREC) Method.** County population estimates are derived using the U.S. Census Bureau ADREC Method, which are updated from their most recent estimates series and the Demographic Research Unit's (DRU) own estimated half-year migration data along with the most recent vital statistics (from the California Department of Public Health) and group quarters data obtained from several state and local sources. The DRU's half-year migration data are calculated using the percentage of change in net migration in two consecutive years.

## DATA CONSIDERATIONS

**Sources.** Data used in estimation models come from administrative records of numerous state and federal departments and agencies. Timeliness and coverage in these series vary. Corrections, adjustments or estimates may be made while preparing the estimates.

Data used in estimation models come from administrative records of several state and federal government departments and agencies, and from the local jurisdictions for which Finance produces population estimates. Because timeliness and coverage in these series vary, corrections, smoothing, and other adjustments may be applied. Changes to 2010 Summary File 1 data in the classification of student housing on or near campus was necessary to remain consistent with the census group quarters definition. In only a few instances, some student housing (residence hall and apartment units) counted as household population in the census was redefined as group quarters student housing population. College dorm group quarters population is defined as student population living in residence halls and apartment units located on or near college campuses.

**Accuracy.** In general, estimates become less precise as the time from the last census increases. Data and models used to produce population estimates are subject to both measurement and non-measurement errors.

This results in imperfect correlation between the data used to estimate the population and actual population change. The data and estimating models have been thoroughly tested with decennial census results that provide benchmarks for the estimates series. Data and methods are further refined and modified throughout the decade.

## ATTACHMENT B

MEASURE I 2016 POPULATION  
SUMMARY  
PREPARED BY SAN BERNARDINO COUNTY  
PLANNING

PLANNING REGION	(1) DOF/CO 2016	(2) ADJUSTMENT	2016 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
<b>WEST VALLEY</b>					
CHINO	85,934		85,934	5.55%	4.016%
CHINO HILLS	78,866		78,866	5.09%	3.686%
FONTANA	209,895		209,895	13.54%	9.810%
MONTCLAIR	38,686		38,686	2.50%	1.808%
ONTARIO	169,869		169,869	10.96%	7.939%
RANCHO CUCAMONGA	175,251		175,251	11.31%	8.191%
UPLAND	75,774		75,774	4.89%	3.542%
UNINCORPORATED URBAN	43,686	(6)	43,686	2.82%	2.042%
UNINCORPORATED RURAL	1,270	(7)	1,270	0.08%	0.059%
<b>TOTAL WEST VALLEY</b>			<b>879,231</b>	<b>56.73%</b>	<b>41.094%</b>
<b>EAST VALLEY</b>					
COLTON	53,351		53,351	3.44%	2.494%
GRAND TERRACE	12,315		12,315	0.79%	0.576%
HIGHLAND	53,645		53,645	3.46%	2.507%
LOMA LINDA	24,649		24,649	1.59%	1.152%
REDLANDS	68,368		68,368	4.41%	3.195%
RIALTO	107,330		107,330	6.93%	5.016%
SAN BERNARDINO	215,491		215,491	13.91%	10.072%
YUCAIPA	53,779		53,779	3.47%	2.514%
UNINCORPORATED URBAN	79,049	(6)	79,049	5.10%	3.695%
UNINCORPORATED RURAL	2,525	(7)	2,525	0.16%	0.118%
<b>TOTAL EAST VALLEY</b>			<b>670,502</b>	<b>43.27%</b>	<b>31.338%</b>
<b>TOTAL VALLEY</b>			<b>1,549,733</b>	<b>100.00%</b>	<b>72.432%</b>

Attachment: Attachment B - 2016 Population Estimates [Revision 1] (2501 : MI Population Estimates for FY 2015/2016)

## ATTACHMENT B

<b>MOUNTAINS</b>					
BIG BEAR LAKE	4,905		4,905	9.45%	0.229%
UNINCORPORATED URBAN	37,447	(6) (3)	37,447	72.18%	1.750%
UNINCORPORATED RURAL	9,531	(7) (3)	9,531	18.37%	0.445%
<b>TOTAL MOUNTAINS</b>			<b>51,883</b>	<b>100.00%</b>	<b>2.425%</b>
<b>NORTH DESERT</b>					
BARSTOW	24,360		24,360	41.23%	1.139%
UNINCORPORATED URBAN	22,997	(6)	22,997	38.92%	1.075%
UNINCORPORATED RURAL	11,730	(7)	11,730	19.85%	0.548%
<b>TOTAL NORTH DESERT</b>			<b>59,087</b>	<b>100.00%</b>	<b>2.762%</b>
<b>COLORADO RIVER</b>					
NEEDLES (RURAL)	5,035		5,035	68.93%	0.235%
UNINCORPORATED URBAN	0	(6)	0	0.00%	0.000%
UNINCORPORATED RURAL	2,269	(7)	2,269	31.07%	0.106%
<b>TOTAL COLORADO RIVER</b>			<b>7,304</b>	<b>100.00%</b>	<b>0.341%</b>
<b>MORONGO BASIN</b>					
TWENTYNINE PALMS	26,138	(4)	26,138	35.61%	1.222%
YUCCA VALLEY	21,281		21,281	29.00%	0.995%
UNINCORPORATED URBAN	6,852	(6)	6,852	9.34%	0.320%
UNINCORPORATED RURAL	19,120	(7)	19,120	26.05%	0.894%
<b>TOTAL MORONGO BASIN</b>			<b>73,391</b>	<b>100.00%</b>	<b>3.430%</b>
<b>VICTOR VALLEY</b>					
ADELANTO	33,497	(5)	33,497	8.41%	1.566%
APPLE VALLEY	74,656	(5)	74,656	18.75%	3.489%
HESPERIA	93,226	(5)	93,226	23.41%	4.357%
VICTORVILLE	123,510	(5)	123,510	31.02%	5.773%
UNINCORPORATED URBAN (3)	35,029	(6) (5)	35,029	8.80%	1.637%
UNINCORPORATED RURAL (3)	38,254	(7) (5)	38,254	9.61%	1.788%
<b>TOTAL VICTOR VALLEY</b>			<b>398,172</b>	<b>100.00%</b>	<b>18.610%</b>
<b>TOTAL DESERT</b>			<b>537,954</b>		
<b>TOTAL MOUNTAIN/DESERT</b>			<b>589,837</b>		<b>27.568%</b>
<b>SUMMARY:</b>					
TOTAL INCORPORATED	1,829,811		1,829,811		85.522%
TOTAL UNINCORPORATED	309,759		309,759		14.478%
<b>TOTAL COUNTY</b>	<b>2,139,570</b>		<b>2,139,570</b>		<b>100.000%</b>

Attachment: Attachment B - 2016 Population Estimates [Revision 1] (2501 : MI Population Estimates for FY 2015/2016)

## ATTACHMENT B

## NOTES:

- (1) - CITY FIGURES FROM DOF JANUARY 1, 2016 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.
- (2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I.
- (3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I.
- (4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS.
- (5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY.
- (6) - UNINCORPORATED URBAN FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND CALTRANS URBAN AREA BOUNDARIES.
- (7) - UNINCORPORATED RURAL FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND BASED ON AREAS OUTSIDE THE CALTRANS URBAN AREA BOUNDARIES.

MEASURE I 2015 POPULATION SUMMARY  
PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2015	(2) ADJUSTMENT	2015 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
<b>WEST VALLEY</b>					
CHINO	84,465		84,465	5.52%	4.014%
CHINO HILLS	77,596		77,596	5.08%	3.688%
FONTANA	204,312		204,312	13.36%	9.709%
MONTCLAIR	38,458		38,458	2.52%	1.828%
ONTARIO	168,777		168,777	11.04%	8.021%
RANCHO CUCAMONGA	174,064		174,064	11.39%	8.272%
UPLAND	75,787		75,787	4.96%	3.602%
UNINCORPORATED URBAN	42,184	(6)	42,184	2.76%	2.005%
UNINCORPORATED RURAL	1,226	(7)	1,226	0.08%	0.058%
<b>TOTAL WEST VALLEY</b>			<b>866,869</b>	<b>56.70%</b>	<b>41.195%</b>
<b>EAST VALLEY</b>					
COLTON	53,384		53,384	3.49%	2.537%
GRAND TERRACE	12,352		12,352	0.81%	0.587%
HIGHLAND	54,332		54,332	3.55%	2.582%
LOMA LINDA	23,751		23,751	1.55%	1.129%
REDLANDS	70,398		70,398	4.60%	3.345%
RIALTO	102,092		102,092	6.68%	4.852%
SAN BERNARDINO	213,933		213,933	13.99%	10.167%
YUCAIPA	52,942		52,942	3.46%	2.516%
UNINCORPORATED URBAN	76,332	(6)	76,332	4.99%	3.627%
UNINCORPORATED RURAL	2,438	(7)	2,438	0.16%	0.116%
<b>TOTAL EAST VALLEY</b>			<b>661,954</b>	<b>43.30%</b>	<b>31.457%</b>
<b>TOTAL VALLEY</b>			<b>1,528,823</b>	<b>100.00%</b>	<b>72.653%</b>
<b>MOUNTAINS</b>					
BIG BEAR LAKE	5,165		5,165	10.22%	0.245%
UNINCORPORATED URBAN	36,160	(6) (3)	36,160	71.56%	1.718%
UNINCORPORATED RURAL	9,203	(7) (3)	9,203	18.21%	0.437%
<b>TOTAL MOUNTAINS</b>			<b>50,528</b>	<b>100.00%</b>	<b>2.401%</b>
<b>NORTH DESERT</b>					
BARSTOW	23,407		23,407	41.11%	1.112%
UNINCORPORATED URBAN	22,206	(6)	22,206	39.00%	1.055%
UNINCORPORATED RURAL	11,327	(7)	11,327	19.89%	0.538%
<b>TOTAL NORTH DESERT</b>			<b>56,940</b>	<b>100.00%</b>	<b>2.706%</b>

Attachment: Attachment C - 2015 Population Estimates [Revision 2] (2501 : MI Population Estimates for FY 2015/2016)

MEASURE I 2015 POPULATION SUMMARY  
PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2015	(2) ADJUSTMENT	2015 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
<b>COLORADO RIVER</b>					
NEEDLES (RURAL)	4,940		4,940	69.27%	0.235%
UNINCORPORATED URBAN	0	(6)	0	0.00%	0.000%
UNINCORPORATED RURAL	2,191	(7)	2,191	30.73%	0.104%
<b>TOTAL COLORADO RIVER</b>			<b>7,131</b>	<b>100.00%</b>	<b>0.339%</b>
<b>MORONGO BASIN</b>					
TWENTYNINE PALMS	25,846	(4)	25,846	35.76%	1.228%
YUCCA VALLEY	21,355		21,355	29.54%	1.015%
UNINCORPORATED URBAN	6,616	(6)	6,616	9.15%	0.314%
UNINCORPORATED RURAL	18,463	(7)	18,463	25.54%	0.877%
<b>TOTAL MORONGO BASIN</b>			<b>72,280</b>	<b>100.00%</b>	<b>3.435%</b>
<b>VICTOR VALLEY</b>					
ADELANTO	33,084	(5)	33,084	8.51%	1.572%
APPLE VALLEY	71,396	(5)	71,396	18.37%	3.393%
HESPERIA	92,177	(5)	92,177	23.72%	4.380%
VICTORVILLE	121,168	(5)	121,168	31.18%	5.758%
UNINCORPORATED URBAN (3)	33,825	(6) (5)	33,825	8.70%	1.607%
UNINCORPORATED RURAL (3)	36,939	(7) (5)	36,939	9.51%	1.755%
<b>TOTAL VICTOR VALLEY</b>			<b>388,589</b>	<b>100.00%</b>	<b>18.467%</b>
<b>TOTAL DESERT</b>			<b>524,940</b>		
<b>TOTAL MOUNTAIN/DESERT</b>			<b>575,468</b>		<b>27.347%</b>
<b>SUMMARY:</b>					
<b>TOTAL INCORPORATED</b>	<b>1,805,181</b>		<b>1,805,181</b>		<b>85.786%</b>
<b>TOTAL UNINCORPORATED</b>	<b>299,110</b>		<b>299,110</b>		<b>14.214%</b>
<b>TOTAL COUNTY</b>	<b>2,104,291</b>		<b>2,104,291</b>		<b>100.000%</b>

- (1) - CITY FIGURES FROM DOF JANUARY 1, 2015 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.
- (2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I.
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- (6) - UNINCORPORATED URBAN FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND CALTRANS URBAN AREA BOUNDARIES.
- (7) - UNINCORPORATED RURAL FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND BASED ON AREAS OUTSIDE THE CALTRANS URBAN AREA BOUNDARIES.

Attachment: Attachment C - 2015 Population Estimates [Revision 2] (2501 : MI Population Estimates for FY 2015/2016)

## GENERAL POLICY COMMITTEE ATTENDANCE RECORD – 2016

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

X =Member attended meeting.      Empty box = Member did not attend meeting.      Crossed out box = Not a member at the time.      \*\* =The General Policy Committee did not meet this month

Communication: Attendance Record (Additional Information)

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

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

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

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

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

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

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

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

Approved June 2, 1993  
Reaffirmed March 6, 1996