

AGENDA
Board of Directors Meeting
January 9, 2019

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

******Convene Regular Meeting at 10:30 a.m.******

LOCATION

San Bernardino County Transportation Authority
Santa Fe Depot – First Floor Lobby Board Room
1170 W. 3rd Street, San Bernardino, CA

Board of Directors

President

Darcy McNaboe, Mayor
City of Grand Terrace

Vice-President

Frank Navarro, Mayor
City of Colton

Vacant

City of Adelanto

Art Bishop, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Bill Jahn, Council Member
City of Big Bear Lake

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Council Member
City of Chino Hills

Acquanetta Warren, Mayor
City of Fontana

Bill Holland, Mayor Pro Tem
City of Hesperia

Larry McCallon, Mayor
City of Highland

Rhodes “Dusty” Rigsby, Mayor
City of Loma Linda

John Dutrey, Mayor
City of Montclair

Edward Paget, Council Member
City of Needles

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Toni Momberger, (Alternate)
City of Redlands

Deborah Robertson, Mayor
City of Rialto

John Valdivia, Mayor
City of San Bernardino

Joel Klink, Council Member
City of Twentynine Palms

Debbie Stone, Mayor
City of Upland

Vacant

City of Victorville

David Avila, Mayor Pro Tem
City of Yucaipa

Rick Denison, Mayor
Town of Yucca Valley

Robert Lovingood, Supervisor
County of San Bernardino

Janice Rutherford, Supervisor
County of San Bernardino

Dawn Rowe, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Janice Benton, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Eileen Teichert, *General Counsel*

**San Bernardino County Transportation Authority
San Bernardino Council of Governments**

AGENDA

**Board of Directors
January 9, 2019**

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

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - LIABILITY CLAIMS

Pursuant to Government Code Section 54956.95
Claimant: Shimmick Construction Company, Inc.
Agency: SBCTA

2. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957
Title: General Counsel

**** Convene Regular Meeting at 10:30 a.m. **
1170 W. 3rd Street, 1st Floor Lobby Board Room, San Bernardino**

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

CALL TO ORDER

(Meeting Chaired by Darcy McNaboe)

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

Pg. 19

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

Pg. 20

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 Board and Committee members.

CONSENT CALENDAR

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

Consent - Administrative Matters

- 2. November 2018 Procurement Report** Pg. 27

Receive the November 2018 Procurement Report.
Presenter: Hilda Flores

This item was received by the General Policy Committee on December 12, 2018.
- 3. Budget to Actual Report for First Quarter Ending September 30, 2018** Pg. 35

Receive and file Budget to Actual Report for first quarter ending September 30, 2018.
Presenter: Hilda Flores

This item was received by the General Policy Committee on December 12, 2018.
- 4. Measure I Revenue Estimate for Fiscal Year 2019/2020 Allocation Planning** Pg. 44

That the Board, acting as the San Bernardino County Transportation Authority, approve a Measure I 2010-2040 revenue estimate of \$166.9 million for Fiscal Year 2019/2020 and the revenue distribution by subarea in Table 2 for purposes of allocation planning for Fiscal Year 2019/2020.
Presenter: Hilda Flores

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 12, 2018.
- 5. Budget Fiscal Year 2019/2020 Assessment Dues** Pg. 47

That the Board acting as the San Bernardino Associated Governments (SBCOG), adopt the SBCOG's Fiscal Year 2019/2020 mandatory assessments and additional mandatory obligations.
Presenter: Hilda Flores

This item was reviewed and recommended for approval (9-0-1; Abstained: Lovingood) by the General Policy Committee on December 12, 2018.
- 6. Fiscal Year 2019/2020 Budget Schedule** Pg. 49

That the Board, acting as the San Bernardino Council of Governments and the San Bernardino County Transportation Authority, approve the Fiscal Year 2019/2020 Budget Schedule.
Presenter: Hilda Flores

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 12, 2018.

7. Contract Amendments Additional Insured

Pg. 51

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA) authorize the Executive Director or his designee to execute SBCTA contract amendments after approval as to form by General Counsel, that are necessary to address potential gaps in SBCTA's additional insured coverage, at no additional cost to SBCTA.

Presenter: Hilda Flores

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 12, 2018. SBCTA General Counsel and Procurement Manager have reviewed this item.

8. Fiscal Year 2018/2019 Initiatives and Action Plan - Second Quarter Report

Pg. 53

Receive the Fiscal Year 2018/2019 Initiatives and Action Plan - Second Quarter Report.

Presenter: Raymond Wolfe

This item was received by the General Policy Committee on December 12, 2018.

Consent - Air Quality/Traveler Services

9. New Annual Agreement between the State of California Department of Transportation and San Bernardino County Transportation Authority, for the Freeway Service Patrol Program SB1 Funds

Pg. 54

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

A. Approve Agreement No. 19-1002077 between the State of California Department of Transportation and San Bernardino County Transportation Authority to accept the Senate Bill 1 (SB1) Freeway Service Patrol Program funds for the operation and management of Freeway Service Patrol (FSP) services in a not-to-exceed amount of \$1,555,509.80, and to match those funds with Department of Motor Vehicle funds in the amount of \$331,916.59, for a total contract not-to-exceed amount of \$1,887,426.39, as outlined in the Financial Impact Section.

B. Adopt Resolution No. 19-060 authorizing the Executive Director to execute Freeway Service Patrol Program Fund Transfer Agreement and Program Supplements.

C. Authorize the release of a Request for Proposal (RFP) for FSP Beat 27 in the spring/summer of 2019, upon General Counsel's approval. **Presenter: Duane Baker**

This item was reviewed by and unanimously recommended for approval by the General Policy Committee on December 12, 2018. SBCTA Procurement Manager and General Counsel have reviewed this item and the draft agreement.

10. Development of a Regional Energy Network

Pg. 67

That the Board, acting as the San Bernardino Associated Governments (SBCOG):

A. Authorize staff to pursue development of a Regional Energy Network (REN) in coordination with Coachella Valley Association of Governments (CVAG) and Western Riverside Council of Governments (WRCOG);

B. Approve a Fiscal Year 2018/2019 budget amendment in the amount of \$50,000 to Environment and Energy Conservation program Task No. 0111-0709 to be funded with fund balance from the Property Assessed Clean Energy (PACE) fund; and

C. Authorize the Executive Director or designee to finalize and execute a cooperative agreement with CVAG and WRCOG for research and coordination of efforts for development of a REN. **Presenter: Duane Baker**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 12, 2018. General Counsel has reviewed this item.

11. Amendment No. 1 to Contract No. 18-1001812 with Loma Linda University Health for a Rideshare Pilot Project Pg. 70

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

A. Approve Amendment No. 1 to Contract No. 18-1001812 for a rideshare pilot project with Loma Linda University Health, increasing the funding by \$14,475 to \$29,475 to be funded with Measure I Valley Project Development/Traffic Management Systems funds.

B. Authorize the Executive Director or designee to execute Amendment No. 1 to Contract No. 18-1001812. **Presenter: Duane Baker**

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 13, 2018. The Procurement Manager and General Counsel have reviewed this item and the draft amendment.

Consent - Project Delivery

12. Amend Cooperative Agreement No. R14050 with the City of Chino for the State Route 60 Central Avenue Interchange Project Pg. 75

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

Approve Amendment No. 2 to Cooperative Agreement No. R14050 with the City of Chino (City) for the State Route 60 (SR 60) Central Avenue Improvement Project to update the total project cost. The updated total cost estimate is \$31,705,573 with an increase in receivable contribution from the City in the amount of \$6,375,513, for a total receivable contribution of \$18,869,477 for the City's share of the project, and an increase of Valley Measure I Interchange Program funds of \$4,739,060 for a total of \$12,836,096.

Presenter: Paula Beauchamp

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 13, 2018. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

13. State Route 210 Pepper Avenue Interchange - Establish Existing Planting Pg. 83

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

A. Authorize the release of Request for Proposals (RFP) 19-1002072 for Construction Management Services for the State Route 210 (SR 210) Pepper Avenue Interchange Establish Existing Planting (EEP) Project.

B. Authorize the release of Invitation for Bids (IFB) 19-1002073 for plant establishment work for the SR 210 Pepper Avenue Interchange EEP Project.

Presenter: Paula Beauchamp

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 13, 2018. SBCTA General Counsel and Procurement Manager have reviewed the item and drafts of the RFP and IFB.

14. Interstate 215 Bi-County Landscaping Design Award Pg. 108

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

A. Approve award of Contract No. 19-1002005 with EXP U.S. Services, Inc. for the Interstate 215 (I-215) Bi-County Landscape Project environmental, design, and right of way services in an amount not-to-exceed \$1,155,065.42.

B. Approve a contingency amount for Contract No. 19-1002005 of \$115,507 and authorize the Executive Director or designee to release contingency as necessary for the project.

Presenter: Paula Beauchamp

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 13, 2018. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

15. Mt. Vernon Viaduct Highway Bridge Program High Cost Agreement, Proceed with Right of Way and Design-Build Stipend Pg. 125

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

A. Authorize the Executive Director or designee to approve and execute Contract No. 18-1001963 with the California Department of Transportation (Caltrans) upon General Counsel's approval as to form, for funding the Right-of-Way (ROW) phase for the Mt. Vernon Viaduct project where San Bernardino County Transportation Authority (SBCTA) will be responsible for the initial funding of the phase, with repayment of 88.53% of the costs from the Highway Bridge Program (HBP) starting in Federal Fiscal Year 2020/2021 at a not-to-exceed amount of \$20 million per year.

B. Authorize SBCTA staff to proceed with ROW and utility relocation activities for the Mt. Vernon Viaduct project upon federal authorization to proceed, including appraisals, making offers of just compensation, acquisitions, relocation assistance, demolition of existing structures, property management, disposition of excess property, environmental testing and remediation of properties identified in Attachment A, and other activities as needed to obtain necessary ROW for construction of the project and the relocation of utilities as required.

C. Authorize the Director of Project Delivery, or her designee, to add or delete such parcels to the list of properties in Attachment A as the Director determines from time to time are necessary for the Project, provided they are environmentally cleared, and to present updates to the list of necessary parcels at a future Board of Directors Metro Valley Study Session meeting as an informational item.

D. Approve the awarding of a stipend of \$175,000 to each unsuccessful responsive, responsible shortlisted proposer for Request for Proposals 18-1001966 for the Mt. Vernon Viaduct project Design-Build contract.

Presenter: Paula Beauchamp

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 13, 2018. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

Consent - Regional/Subregional Planning

16. Regional Transportation Plan/Sustainable Communities Strategy Project List Update Pg. 137

Receive information on the Regional Transportation Plan/Sustainable Communities Strategy project list.

Presenter: Steve Smith

This item was reviewed by the General Policy Committee on December 12, 2018. The material in this item was also reviewed by the Transportation Technical Advisory Committee on December 3, 2018.

- 17. Revision to the Measure I Revenue Split between the Valley Major Street Program and the Express Bus/Bus Rapid Transit Program in Year 2020** Pg. 142

That the Board, acting as the San Bernardino County Transportation Authority, adopt the following Measure I revenue percentages for the Valley Major Street Program and the Express Bus/Bus Rapid Transit Program beginning April 1, 2020, as required in the Measure I Expenditure Plan: the Major Street Projects allocation shall be set at 17% of Valley Subarea funding and the Express Bus/Bus Rapid Transit Service allocation shall be set at 5% of Valley Subarea funding. **Presenter: Steve Smith**

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 13, 2018. It was also reviewed by the Transportation Technical Advisory Committee on December 3, 2018 and by the City/County Manager Technical Advisory Committee on October 4, 2018.

- 18. Report on the September 13, 2018 High Desert Corridor Joint Powers Authority Workshop** Pg. 146

Receive a report on the September 13, 2018 High Desert Corridor Joint Powers Authority Workshop. **Presenter: Steve Smith**

This item was received by the Mountain/Desert Policy Committee on December 14, 2018.

Consent - Transit

- 19. Redlands Passenger Rail Project: Right-of-Way Acquisitions Update** Pg. 155

Receive and file an update of the right-of-way acquisitions associated with the Redlands Passenger Rail Project. **Presenter: Andres Ramirez**

This item was received by the Transit Committee on December 13, 2018.

- 20. Private Railcar Storage License Agreement Template** Pg. 162

That the Board, acting as the San Bernardino County Transportation Authority, approve the use of the attached template License Agreement for the Storage of Private Railcars.

Presenter: Ryan Aschenbrenner

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 13, 2018. SBCTA's Risk Manager and General Counsel have reviewed this item and the license template.

Consent - Council of Governments

- 21. Amendment No. 4 to Contract No. 15-1001306 with Southern California Edison for the San Bernardino Regional Energy Partnership** Pg. 205

That the Board, acting as the San Bernardino Associated Governments (SBCOG):

A. Approve Amendment No. 4 to Contract No. 15-1001306 with Southern California Edison in the amount of \$134,376.00 for implementation of the San Bernardino Regional Energy Partnership.

B. Authorize the Executive Director or designee to finalize and execute Amendment No. 4 to Contract No. 15-1001306.

Presenter: Duane Baker

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 12, 2018. This item and the draft amendment have been reviewed by the Procurement Manager and General Counsel.

22. 2019-2020 State and Federal Legislative Platforms Pg. 228

That the Board of Directors, acting as the San Bernardino County Transportation Authority adopt the 2019-2020 State and Federal Legislative Platforms.

Presenter: Otis Greer

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 12, 2018.

23. San Bernardino County Emergency Services Improvement Project Pg. 239

That the Board, acting as the San Bernardino Associated Governments (SBCOG):

A. Approve the release of a Request for Proposals (RFP 19-1002079) for the completion of a plan for the purpose of Optimizing Emergency Medical Services in San Bernardino County.

B. Authorize staff to proceed directly to Board without prior General Policy Committee review for award of Contract No. 19-1002079.

Presenter: Duane Baker

This item was approved by the General Policy Committee on December 12, 2018. It has also been reviewed by SBCTA's Procurement Manager, Risk Manager and General Counsel.

Consent - Transportation Programming and Fund Administration

24. Summary of Measure I Capital Improvement Plans of Member Agencies Pg. 250

Receive the Measure I Summary Report of the Five-Year Capital Improvement Plans for Local Pass-Through Funds for Fiscal Year 2018/2019 through Fiscal Year 2022/2023.

Presenter: Andrea Zureick

This item was received by the General Policy Committee on December 12, 2018.

25. Apportionment of State and Federal Funds between the Valley and Victor Valley Subareas Pg. 293

That the Board, acting as the San Bernardino County Transportation Authority, approve the apportionment of \$20.6 million of unallocated Valley Subarea equitable share state and/or federal funds to the Victor Valley Subarea for use on projects consistent with the Measure I Major Local Highways Program for the purpose of offsetting Measure I Sales Tax Revenue Bond interest costs incurred through the 2012 and 2014 bond issuances.

Presenter: Andrea Zureick

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 13, 2018. It was also reviewed by the Transportation Technical Advisory Committee on December 3, 2018.

26. Fiscal Year 2018/2019 Operator Allocations - Mountain Transit Pg. 295

That the Board, acting as the San Bernardino County Transportation Authority, allocate an additional \$2,360,000 of State Transit Assistance Funds to Mountain Transit for the purchase of properties in Crestline and the City of Big Bear Lake.

Presenter: Andrea Zureick

This item was reviewed and unanimously approved by the Transit Committee on December 13, 2018.

27. Revisions to Measure I Policies 40013 and 40017 - Major Local Highways Program

Pg. 297

That the Board, acting as the San Bernardino County Transportation Authority, approve revisions to the Measure I 2010-2040 Strategic Plan Policy 40013 – Victor Valley Major Local Highways Program and Policy 40017 – Rural Mountain/Desert Subareas Major Local Highways Program. **Presenter: Andrea Zureick**

This item was reviewed on December 14, 2018, by the Mountain/Desert Policy Committee acting as a committee of the whole without a quorum present. It was recommended that this item be placed on the Consent Calendar for approval by the Board. This item was also reviewed by the Transportation Technical Advisory Committee on December 3, 2018. SBCTA General Counsel has reviewed this item and these Policies.

Consent - Legislative/Public Outreach

28. Award Contract for General Public Outreach and Event Management Services

Pg. 318

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG):

Approve award of Contract No. 19-1002000 with Costin Public Outreach Group for General Public Outreach and Event Management Services for the SBCTA and San Bernardino Council of Governments projects and programs in an amount not-to-exceed \$6,000,000.00.

Presenter: Tim Watkins

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 12, 2018. The Procurement Manager and General Counsel have reviewed this item and the draft agreement.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Discussion - Administrative Matters

29. Board Member Appointments

Pg. 323

A. Note the Presidential re-appointment of Council Member David Avila, City of Yucaipa; Council Member Bill Jahn, City of Big Bear Lake; and Mayor Deborah Robertson, City of Rialto, to the SBCTA Transit Committee for additional two-year terms effective January 1, 2019 and expiring December 31, 2020.

B. Note the Presidential re-appointment of Mayor Pro Tem Alan Wapner, City of Ontario to the California Association of Councils of Governments (CALCOG) for an additional two-year term effective January 1, 2019 and expiring December 31, 2020.

C. Note the Presidential re-appointment of Mayor Pro Tem Alan Wapner, City of Ontario and Mayor Deborah Robertson, City of Rialto, to the Metro Gold Line Foothill Extension Construction Authority for additional two-year terms effective January 1, 2019 and expiring December 31, 2020.

D. Approve the re-appointment of Supervisor Curt Hagman, County of San Bernardino, to the Gold Line Phase II Joint Powers Authority to serve as the alternate member for an additional two-year term effective January 1, 2019 and expiring December 31, 2020.

E. Approve the re-appointment of Mayor Larry McCallon, City of Highland, to the Mobile Source Air Pollution Reduction Review Committee (MSRC) to serve as the primary member for an additional two-year term effective January 1, 2019 and expiring December 31, 2020.

F. Note the vacancy on the One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority.

G. Note the vacancy on the California Vanpool Authority (CalVans) Board for an alternate member.

H. Note the vacancy on the Mobile Source Air Pollution Reduction Review Committee for an alternate member.

I. Note the vacancies on the Transit Committee for a Mountain/Desert Board Member, who also serves on the Board of a Mountain/Desert transit agency, and one Valley Board Member.

J. Note the vacancy on the Southern California Association of Governments (SCAG) Energy and Environment Committee.

K. Note County subarea caucus results to select a member from the East Valley to serve on the General Policy Committee. The term of this appointment expires on June 30, 2019.

Presenter: Vicki Watson

This item has not received prior policy committee review.

Discussion - Project Delivery

30. Hearings to Consider Resolutions of Necessity for Parcels for State Route 60 Central Avenue Improvement Project in the City of Chino Pg. 326

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

A. Conduct public hearings to consider condemnation of interests in real property required for the State Route 60 (SR 60) Central Avenue Improvement Project in the City of Chino; and

B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-006 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Amtee Investments, LLC, a limited liability company (Assessor's Parcel Number [APN] 1015-041-12) (hereinafter "Amtee Property"). The Resolution must be approved by at least a two-thirds majority; and

C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-007 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: G6 Hospitality Property, LLC, a limited liability company (APN 1015-041-07) (hereinafter "G6 Property"). The Resolution must be approved by at least a two-thirds majority; and

D. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-008 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Lucrative Network, LLC, a limited liability company (APN 1015-041-06) (hereinafter "Lucrative Property"). The Resolution must be approved by at least a two-thirds majority; and

E. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-009 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Thrifty Oil Company, a California corporation (APN 1015-271-05) (hereinafter “Thrifty Oil Property”). The Resolution must be approved by at least a two-thirds majority; and

F. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-010 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Elite Dynamics, Inc., a California corporation (APN 1015-301-01) (hereinafter “Elite Property”). The Resolution must be approved by at least a two-thirds majority.

Presenter: Paul Melocoton

This item was reviewed and recommended (11-0-0) to proceed to Hearings of Resolutions of Necessity by the Board of Directors without a quorum of the Board present at the Board of Directors Metro Valley Study Session on September 20, 2018. SBCTA General Counsel has reviewed this item and the draft resolutions.

31. Hearings to Consider Resolutions of Necessity for Property Interests for the Interstate 10 (“I-10”) Corridor Contract 1 Project (the “Project”) in the Cities of Montclair, Upland and Ontario Pg. 343

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

A. Conduct public hearings to consider condemnation of interests in real property required for the Project in the Cities of Montclair, Upland and Ontario.

B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-039 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: DWAA Petroleum Property, LLC, a California Limited Liability Company, (Assessor’s Parcel Number [APN] 0110-321-12) (hereinafter “DWAA Petroleum Property”). The Resolution must be approved by at least a two-thirds majority; and

C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-040 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Prime A Investments, L.L.C., a Delaware Limited Liability Company (APN 0210-212-60) (hereinafter “Prime A Property”). The Resolution must be approved by at least a two-thirds majority; and

D. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-041 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Armando Bernal and Maria R. Bernal, husband and wife as joint tenants, (APN 1008-283-31) (hereinafter “Bernal Property”). The Resolution must be approved by at least a two-thirds majority; and

E. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-042 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Elva M. Castellon, a widow (APN 1008-301-27) (hereinafter “Castellon Property”). The Resolution must be approved by at least a two-thirds majority; and

F. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-046 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Monte Vista County Water District, (APN 1009-142-01) (hereinafter “MVCWD Property”). The Resolution must be approved by at least a two-thirds majority; and

G. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-047 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Richmond American Homes of Maryland, a Maryland corporation, successor by merger of Richmond American Homes of California, a Colorado corporation (APN 1009-153-58) (hereinafter “Richmond American Homes Property (1009-153-58)”). The Resolution must be approved by at least a two-thirds majority; and

H. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-048 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Richmond American Homes of Maryland, a Maryland corporation, successor by merger of Richmond American Homes of California, a Colorado corporation (APN 1009-153-60) (hereinafter “Richmond American Homes Property (1009-153-60)”). The Resolution must be approved by at least a two-thirds majority; and

I. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-049 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: 916 Deodar Street, LLC, a California Limited Liability Company, (APN 1047-172-02) (hereinafter “916 Deodar St. Property”). The Resolution must be approved by at least a two-thirds majority; and

J. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-053 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property for the Project from: Norberto Sotelo and Lisa Sotelo, Husband and Wife as joint tenants (APN 1047-272-04) (hereinafter “Sotelo Property”). The Resolution must be approved by at least a two-thirds majority; and

K. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-054 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property for the Project from: Daniel Hayler and Leticia Hayler, husband and wife as joint tenants (APN 1047-272-05) (hereinafter “Hayler Property”). The Resolution must be approved by at least a two-thirds majority; and

L. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-024 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Craig Development Corp. (APNs 0110-311-52, 0110-311-53, 0110-311-54, 0110-311-55 and 0110-321-78) (hereinafter “Craig Development Property”). The Resolution must be approved by at least a two-thirds majority; and

M. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-031 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Carvana, LLC, an Arizona Limited Liability Company, (APN 0210-551-01) (hereinafter “Carvana Properties”). The Resolution must be approved by at least a two-thirds majority; and

N. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-036 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Sharon Kennon, an unmarried woman, (APN 1008-301-28) (hereinafter “Kennon Property”). The Resolution must be approved by at least a two-thirds majority; and

O. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-037 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: James Ryneer, a married man as his sole and separate property, (APN 1008-301-34) (hereinafter “Ryneer Property”). The Resolution must be approved by at least a two-thirds majority.

Presenter: Paula Beauchamp

Resolutions in Recommendations B through L were reviewed and recommended (11-0-1; Abstained: Wapner) to proceed to Hearings of Resolutions of Necessity by the Board of Directors without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 13, 2018. Resolutions in Recommendations M through O were reviewed and recommended (13-0-0) to proceed to Hearings of Resolutions of Necessity by the Board of Directors without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2018. SBCTA General Counsel has reviewed this item and the draft resolutions.

Discussion - Air Quality/Traveler Services

32. Award Freeway Service Patrol (FSP) Tow Services Contracts

Pg. 363

That the Board of Directors, acting as the San Bernardino County Transportation Authority approve the following agreements:

A. Award Contract No. 18-1001969 to Royal Coaches Towing for Freeway Service Patrol Beat No. 10 for a five-year term, for an amount not-to-exceed \$2,156,410.00.

B. Award Contract No.19-1002091 to Royal Coaches Towing for Freeway Service Patrol Beat No. 23 for a five-year term, for an amount not-to-exceed \$1,570,683.00.

Presenter: Jenny Herrera

This item has not received prior policy committee or technical advisory committee review.

Discussion - Council of Governments

33. South Coast Air Quality Management District Presentation on Proposed Tax Measure Pg. 407

Receive the presentation from the South Coast Air Quality Management District (SCAQMD) and provide direction on a proposal for legislation to allow SCAQMD to place a sales tax measure on the ballot to fund initiatives to benefit air quality.

Presenter: Duane Baker

This item has not received prior policy committee or technical advisory committee review.

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance

Pg. 410

Acronym List

Pg. 412

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Agency Report *(No report this month)*

Committee Membership

Representatives on SCAG Committees

Pg. 415

Appointments to External Agencies

Pg. 416

Committee Membership

Pg. 418

Mission Statement

Mission Statement

Pg. 423

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

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

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!

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



Important Dates to Remember...

January 2019

SBCTA Meetings – Cancelled: General Policy Committee
Transit Committee
I-10/I-15 Corridor Joint Sub-Committee
Mountain/Desert Committee

SBCTA Meetings – Scheduled:

General Policy Committee	CANCELLED	---	---
Transit Committee Meeting	CANCELLED	---	---
Metro Valley Study Session	Jan 10	9:30 am	SBCTA Lobby, 1st Floor
I-10/I-15 Corridor Joint Sub-Committee	CANCELLED	---	---
Mountain/Desert Committee	CANCELLED	---	---

Other Meetings/Events:

None			
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SBCTA Offices will be CLOSED:

- January 1st, New Years Day
- January 21st, Martin Luther King Day

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

Minute Action

AGENDA ITEM: 1

Date: January 9, 2019

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

Item No.	Contract No.	Principals & Agents	Subcontractors
11	18-1001812	Loma Linda University Health <i>Ron Neal</i>	None
14	19-1002005	EXP U.S. Services, Inc. <i>Khalil Saba</i>	Converse Consultants David Evans and Associates, Inc. Environmental Science Associates Epic Land Solutions, Inc. Hout Construction Services DBA Hout Engineering Lin Consulting, Inc.

Item No. 15 – Mt. Vernon Viaduct

No.	APN #	Principals & Agents
1	0138-174-01	Francisco and Rosa Landeros
2	0138-174-02	Joseph Lopez
3	0138-174-05	Alba Recinos
4	0138-174-06	Steve and Julianne Torrijos
5	0138-174-07	Robert and Marilyn Alcantar
6	0138-174-08	Vivian Tran
7	0138-174-11	Sergio Lopez
8	0138-174-12	Lupe Becerra and Luisa Vargas
9	0138-174-18	Antonio and Maria Ochoa
10	0138-174-20	Christine Levario
11	0138-174-19	Christine Levario
12	0138-174-24	Mp Opportunity Partners I Lyc
13	0138-174-25	Maria Toro

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

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No.	APN #	Principals & Agents
14	0138-174-26	Juan Camey
15	0138-182-01	Christopher Munoz
16	0138-182-02	Luis Solis and Consuelo Diaz
17	0138-182-03	Desiderio and Eulalia Torres
18	0138-182-04	Enrique Quezada
19	0138-182-34	Benjamin Gonzales
20	0138-182-05	Benjamin Gonzales
21	0138-182-07	Ramon Montecino and Rebecca Rodriguez
22	0138-182-08	Ramon Maciel
23	0138-182-09	Juan Chavarin
24	0138-182-10	Ana Lopez
25	0138-182-11	Guadalupe Lopez
26	0138-182-12	Isidro Ledesma
27	0138-182-13	Vijay Pharar
28	0138-182-35	Agapita and Leon Alvarez
29	0138-182-36	Kingsley Montcalir Lp
30	0138-182-37	David and Teresa Nunez
31	0138-182-38	Raul Tejeda
32	0138-174-22	Nora Mendoza
33	0138-251-04	Nicolas Banuelos
34	0138-251-05	Ramon Romero
35	0138-251-06	Marco Obezo
36	0138-251-07	Kenneth and Asya Torbiner
37	0138-251-08	Arnia Labsvir
38	0138-251-09	Arnia Labsvir
39	0138-251-10	Andrian and Laura Cordova
40	0138-251-03	Arnoldo Magana
41	0138-191-01	Jose M. and Bertha Olmos
42	0138-181-25	Maheshkumar V and Anup Desai
43	0138-181-24	Maheshkumar V and Anup Desai
44	0138-181-23	Maheshkumar V and Anup Desai
45	0138-181-22	Maheshkumar V and Anup Desai
46	0138-181-46	Briken Holdings, Inc.
47	0138-182-19	JLM Enterprise
48	0138-182-20	JLM Enterprise
49	0138-182-21	JLM Enterprise
50	0138-211-01	AT & SF (BNSF)
51	0138-221-06	AT & SF (BNSF)
52	0138-283-40	Arturo Guzman
53	0138-283-16	Erasmo Hernandez
54	0138-283-17	JFM Trust
55	0138-283-18	JFM Trust

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No.	APN #	Principals & Agents
56	0138-283-13	Martin Yanez and Rubi C Ramirez
57	0138-283-19	Bookie Boss Inc.
58	0138-291-01	Ferdinand Aguinaldo
59	0138-291-18	Franci LuisJuan
60	0138-291-17	Bei Li
61	0138-291-16	Eduardo Gutierrez
62	0138-291-02	Alex Meruelo
63	0138-291-03	Alex Meruelo
64	0138-291-04	Alex Meruelo
65	0138-291-05	Alex Meruelo
66	0138-291-19	Alex Meruelo
67	0138-291-01	Clear Channel
68	0138-182-21	Outdoor Advertising (JFM Prop and Motel)
69	0138-182-21	Outdoor Advertising (Motel)

Item No. 19 - RPRP

No.	APN#	Principals & Agents
1	0136-121-33 0136-121-39	Miranda Family Holdings, LLC
2	0136-122-89 0136-122-90	San Bernardino County Fire Protection District <i>Mark A. Hartwig, Fire Chief</i>
3	0136-122-82	Robert E. & Beverly Ann Botts <i>Harold Truitt Westbrook II, Penny K. Westbrook, Robert E. Botts, Beverly Ann Botts</i>
4	0136-033-26	Chresten M. Knudsen Family Limited Partnership <i>Don R. Smith, Barbara R. Smith, H. Mark Beguelin Jr., Ellen C. Johnston, Edward T Fletcher Jr., Mary Fletcher, G. Louis Fletcher, Janet g. Fletcher, Marily Leiberger Knudsen</i>
5	0136-122-81	Wenhui Liang
6	0136-042-10 0136-042-11 0136-042-12	Vidmar Revocable Trust <i>Barbara L. Vidmar, John C. Vidmar, Marcia Vidmar, John R. Vidmar, Doris N. Vidmar</i>
7	0136-033-27 0136-122-78	City of San Bernardino
8	0136-221-28	Christine Li
9	0136-032-22 0136-033-22	Twenty Seven Sac Self Storage Limited Partnership
10	0136-251-37	Eric Grisham Family Trust <i>Eric E. Grisham</i>
11	0136-321-04	Salvador Anaya C/O Community Iron <i>Salvador Anaya</i>
12	0136-401-65	E & W Properties, LLC <i>Edward Boyd</i>

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No.	APN#	Principals & Agents
13	0136-462-05 0136-451-02 0136-452-26	Washington Land Ventures, LLC
14	0136-321-31 0136-321-38 0170-181-41 0170-181-43 0281-021-17 0281-021-21 0281-021-26 0281-031-29 0281-041-13 0281-111-22 0292-034-21 0292-034-23 0292-034-44 0292-034-11 0292-034-15	San Bernardino Flood Control District
15	0136-401-68	Mad Atom, LLC
16	0136-431-14	LGW Equity, LLC
17	0136-431-34	Gregory M. Arias
18	0281-411-01	California Housing Foundation <i>Steven Von Rajcs</i>
19	0136-431-01	Martin ETAL. <i>Willie Martin, Jr., Michael Martin, Aaliyah Abdullah, Glenda Burnett, Charleena Fairley</i>
20	0281-021-30	Cooley Properties, LP
21	0281-041-29	Ford Wholesale Co., Inc. <i>M L Thomas</i>
22	0281-011-48 0281-301-18 0281-301-19 0281-041-15 0281-041-34 0281-431-01 0281-431-02 0281-431-03 0281-431-04	City of Riverside
23	0281-041-36	Reagent Chemical & Research, Inc. <i>C.T. Corporation System, Vivian Imperial</i>
24	0281-201-01	Iad Hanhoun and Shereen Hanhoun
25	0281-102-11	County of San Bernardino
26	0292-032-01 0292-032-47 0292-032-23 0292-034-15	CalTrans

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No.	APN#	Principals & Agents
27	0169-281-19 0169-362-08 0170-142-07 0170-181-44 0170-191-39 0292-034-02 0292-034-05 0292-034-08 0292-064-02	City of Redlands
28	0292-034-17	Ohanina Revocable Trust
29	0292-034-16	Chase Management, Inc. <i>H. Troy Farahmand</i>
30	0292-064-22	Strickler Commerical, LLC <i>Corbin Strickler</i>
31	0169-261-24 0169-271-44 0171-022-13 0171-022-19	Property One, LLC
32	0292-064-03 0292-064-05	Tyra Family Trust
33	0292-064-12	United States Postal Service
35	0169-281-39 0169-281-34	Property One, LLC
36	0169-281-45	Spirit Master Funding X, LLC
37	0169-212-27	Orange Street Plaza, LLC <i>Naseem Moalej</i>
39	0169-312-01	Amcor Properties, LLC <i>Louis T. Burch</i>
40	0169-236-07	James F. Ver Steeg Sr.
41	0169-234-01	Allen ETAL. <i>S. Todd Allen, Joy A. Allen, Anthony Cinque, Jodi L. Cinque, Marilyn Allen</i>
42	0169-321-01 0169-321-02	Redlands Foothill Groves
43	0170-191-40	Catalina Gardens-Riverside, LLC <i>Donald R. Marabella</i>
44	0170-181-46 0170-181-49	Union Pacific Railroad Company
45	0136-061-16	Gabriella Parrish <i>Gabriella Paddish</i>
46	0136-221-36	Leonard & Maria Knapp
47	0136-321-54	Hu Family Trust
48	0136-221-41 0136-221-42	Prima-Mill, LLC
49	0281-211-19	Carlos Garcia & Alejandra Naranjo
50	0292-063-57	Chase Holdings LP
51	0169-362-15	Franchise Realty Interstate Corp.

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No.	APN#	Principals & Agents
52	0169-371-16	Thomas O. Bell
53	0169-271-54	NYS North, LLC
54	0169-244-37	Stuart Street Redlands, LLC
55	0170-131-20	Timothy Best
56	0170-201-19 0170-201-20	Redlands Property Management, TR.
57	0136-321-49	LIH Investments, LLC
58	0281-102-16	Valacal Company
59	0141-431-12	IPT Waterman, DC, LP
60	0136-321-30 0136-321-40	Gosaenlez, LLC
61	0136-411-10	199 East Central Avenue, LLC
62	0136-321-55	Burchco, LLC

Item No.	Contract No.	Principals & Agents	Subcontractors
21	15-1001306	Southern California Edison <i>Jill C. Anderson</i>	None
28	19-1002000	Costin Public Outreach Group <i>Sara Costin</i>	None

Item No. 30 – SR 60 RONs

No.	APN #.	Principals & Agents
B	1015-041-12	Amtee Investments, LLC
C	1015-041-07	G6 Hospitality Property, LLC
D	1015-041-06	Lucrative Network, LLC
E	1015-271-05	Thrifty Oil Property
F	1015-301-01	Elite Dynamics, Inc.

Item No. 31 – I-10 RONs

No.	APN#	Principals & Agents
B	0110-321-12	DWAA Petroleum Property, LLC
C	0210-212-60	Prime A Investments, L.L.C.
D	1008-283-31	Armando Bernal and Maria R. Bernal
E	1008-301-27	Elva M. Castellon
F	1009-142-01	Monte Vista County Water District
G	1009-153-58	Richmond American Homes of Maryland, a Maryland corporation, successor by merger of Richmond American Homes of California, a Colorado corporation
H	1009-153-60	Richmond American Homes of Maryland, a Maryland corporation, successor by merger of Richmond American Homes of California, a Colorado corporation
I	1047-172-02	916 Deodar Street, LLC
J	1047-272-04	Norberto Sotelo and Lisa Sotelo

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No.	APN#	Principals & Agents
K	1047-272-05	Daniel Hayler and Leticia Hayler
L	0110-311-52 0110-311-53 0110-311-54 0110-311-55 0110-311-78	Craig Development Corp.
M	0210-551-01	Carvana, LLC
N	1008-301-28	Sharon Kennon
O	1008-301-34	James Ryneer

Item No.	Contract No.	Principals & Agents	Subcontractors
32	18-1001969	Royal Coaches <i>William Salazar</i>	None
32	19-1002091	Royal Coaches <i>William Salazar</i>	None

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: January 9, 2019

Subject:

November 2018 Procurement Report

Recommendation:

Receive the November 2018 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 January 4, 2017. 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; d) amendments that cumulatively do not exceed 50% of the original contract value or \$100,000, whichever is less; and e) release Request for Proposals (RFP), Request for Qualifications (RFQ) and Invitation for Bids (IFB) for proposed contracts from which funding has been approved in the Annual Budget, and are estimated not-to-exceed \$1,000,000.

The Board of Directors further authorized General Counsel to award and execute legal services contracts up to \$100,000 with outside counsel as needed. A list of all Contracts and Purchase Orders that were executed by the Executive Director and/or General Counsel during the month of November 2018 is presented herein as Attachment A, and all RFPs and IFBs are presented in Attachment B.

Financial Impact:

This item is consistent with the Fiscal Year 2018/2019 budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:

This item was received by the General Policy Committee on December 12, 2018.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

Attachment A

November Contract Actions

New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
None				

Attachment A

November Amendment Actions

Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
C14005 Amendment 2	Amendment to add additional legal services associated with the Commercial Paper Program. Project: Bond Counsel Legal Services	Orrick Herrington & Sutcliffe LLP	Original \$600,000.00 Amendment 1 \$0.00	\$100,000.00	\$700,000.00
15-1001149 Amendment 2	Amendment to exercise second option year and increase not-to-exceed amount. Project: State Advocacy Services	California Advisors, LLC	Original \$135,000.00 Amendment 1 \$131,000.00	\$132,300.00	\$398,300.00

Attachment: November Procurement report Attachment A (5360 : November 2018 Procurement Report)

Attachment A

November 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
C12242 CTO 19 Amendment 1	Added goodwill appraisal services for future negotiations on the SR 60 Archibald Interchange right-of-way services.	Epic Land Solutions	\$6,000,000.00 Shared with HDR Engineering (C12243), and Overland Pacific (C12244)	Various CTOs totaling \$1,211,148.63 not including CTO 19	Original \$123,342.00 Amendment 1 \$15,000.00 Total \$138,342.00
C14144 CTO 7 Amendment 1	Added nesting bird / burrowing owl plan and Pre-project Vegetation Survey for the US 395 project.	Vandermost Consulting Services	\$3,000,000.00	Various CTOs totaling \$436,870.20 not including CTO 7	Original \$42,528.89 Amendment 1 \$15,759.00 Total \$58,287.89
C14003 CTO 11 Amendment 7	Extended the completion date and increased staff augmentation.	Mott MacDonald	\$26,750,000.00 Shared with WSP (C14086)	Various CTOs totaling \$6,549,166.77 not including CTO 11	Original \$489,822.00 Amendment 1 \$283,614.00 Amendment 2 \$0.00 Amendment 3 \$805,922.00 Amendment 4 \$1,245,656.00 Amendment 5 \$0.00 Amendment 6 \$1,251,709.00 Amendment 7 \$545,911.82 Total \$4,076,723.00

Attachment: November Procurement report Attachment A (5360 : November 2018 Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14086 CTO 67	Consolidated Storm Water Prevention Protection Plan Practitioner Services for the Redlands Passenger Rail Project.	WSP USA, Inc.	\$26,750,000.00 Shared with Mott MacDonald (C14003)	Various CTOs totaling \$5,230,592.28 not including CTO 67	Original \$293,192.00
C14086 CTO 1 Amendment 5	Extended the completion date for general support services.	WSP USA, Inc.	\$26,750,000.00 Shared with Mott MacDonald (C14003)	Various CTOs totaling \$5,331,284.28 not including CTO 5	Original \$42,500.00 Amendment 1 \$0.00 Amendment 2 \$50,000.00 Amendment 3 \$100,000.00 Amendment 4 \$0.00 Amendment 5 \$0.00 Total \$192,500.00

Attachment: November Procurement report Attachment A (5360 : November 2018 Procurement Report)

Attachment A

November Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4001857	11/5/18	Wells Fargo Bank N.A.	Trustee Fee Series 2012A and 2014A	\$10,500.00
4001859	11/14/18	G/M Business Interiors	Open PO for small reconfigurations and misc. items	\$6,000.00
4001864	11/15/18	County of San Bernardino Information Services	Subscription for aerial imagery	\$7,500.00
4001865	11/15/18	County of San Bernardino Information Services	Street Network subscription	\$10,500.00
4001863	11/15/18	UCR Forecast LLC	MSI forecast for the updated 10 year delivery plan	\$9,000.00
4001866	11/28/18	Lock & Leave Storage	Call Box storage units for temporary removal and call box surplus	\$5,000.00

Attachment: November Procurement report Attachment A (5360 : November 2018 Procurement Report)

Attachment A

November Purchase Order Amendment Actions

Purchase Order Amendments Executed:

Purchase Order No. & Amendment No.	Description of Services and Reason for Amendment	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended PO Total
None					

Attachment: November Procurement report Attachment A (5360 : November 2018 Procurement Report)

Attachment B

November RFP's and IFB's

Release of RFP's and IFB's

Release Date	RFP/IFB No.	Description of Services	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
11/1/18	RFP 19-1002035	Risk Management and Broker Services	\$100,000.00	February 2019	Property and Casualty Brokerage and Risk Management Consulting Services related to all of SBCTA's operations.
11/6/18	RFP 18-1001961	Motorist Assistance Call Answering Center Software and Services	\$879,500.00	February 2019	Call answering center to take calls from call boxes, mobile call box and Freeway Service Patrol survey program.
11/14/18	IFB 18-1001867	Santa Fe Depot Basement Repair Project	\$500,000.00	January 2019	Basement Structural Repairs involves repairs to structural members of both the East and West concrete basements.

Attachment: November Procurement report Attachment B (5360 : November 2018 Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: *January 9, 2019*

Subject:

Budget to Actual Report for First Quarter Ending September 30, 2018

Recommendation:

Receive and file Budget to Actual Report for first quarter ending September 30, 2018.

Background:

The Budget for Fiscal Year 2018/2019 for new activity was adopted by the Board of Directors on June 6, 2018. This report provides a summary of program activity and task activity compared to Budget based on the new string structure implemented in Fiscal Year 2018/2019. Budgetary information includes the original and revised budgets and expenditures as of September 30, 2018.

The report is broken out by Fund group and provides a percentage of the budget received or expended through September 30, 2018.

The following is an explanation for significant percentage change by Fund type:

General Fund

A. Revenues:

1. Measure I Sales Tax revenue is low since July and August receipts pertain to the prior fiscal year.
2. Investment earnings are normally not budgeted and interest is distributed to the appropriate funds at year-end based on ending cash balances.

B. Expenditures:

1. No major variances.

C. Other Financing Sources:

1. Transfers in represent cash transfer to reimburse expenditures funded by the Local Transportation Fund, State Transit Assistance Fund, and State of Good Repair Fund. The amount is low as reimbursements are processed on a quarterly basis and are based on actual expenditures incurred.
2. Transfers out represent cash transfer to fund the Indirect Fund. This transfer will take place at year-end.

Federal Highway Fund

A. Revenues:

1. The timing for collections of revenues fluctuates as all federal grants are on a reimbursement basis. The negative amount resulted from the reversal of prior year estimates that is higher than the revenue collected to date.

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

B. Expenditures:

1. Expenditures for the Commuter and Motorist Assistance program are negative due to reversal of prior year estimates that is higher than expenditures incurred to date.
2. Expenditures to date are low and can be due to timing of capital expenditures, which can take several years.

Federal Transit Administration Fund**A. Revenues:**

1. The timing for collections of revenues fluctuates as all federal grants are on a reimbursement basis. The negative amount indicates that the reversal of prior year estimates is higher than the revenue collected to date.

B. Expenditures:

1. Expenditures to date are low and can be due to timing of capital expenditures, which can take several years.

State Highway Fund**A. Revenues:**

1. The timing for collections of revenues fluctuates as most state grants are on a reimbursement basis. The negative amount indicates that the reversal of prior year estimates is higher than the revenue collected to date.

B. Expenditures:

1. Expenditures for the Project Delivery program are negative as reversal of prior year estimates is higher than expenditures incurred to date.
2. Expenditures to date are low and can be due to timing of capital expenditures, which can take several years.

Proposition 1B Fund**A. Revenues:**

1. The revenue recognition for most Proposition 1B funds is when expenditures are incurred since the funds are received in advance.

B. Expenditures:

1. Expenditures to date are low and can be due to timing of capital expenditures, which can take several years.

Local Transportation Fund (LTF)**A. Revenues:**

1. LTF revenue is low since July and August receipts pertain to the prior fiscal year.
2. Investment earnings are not budgeted.

B. Expenditures:

1. Funds are encumbered to ensure funds are available to pay for the allocations approved by the Board.

C. Other Financing Sources:

1. Transfers out represent cash transfer to the General Fund to fund administrative, planning and transit activities. These transfers are based on reimbursement basis.

State Transit Assistance Fund

A. Revenues:

1. The timing for recording of revenues fluctuates based on the period of performance upon distribution from the state.

B. Expenditures:

1. Funds are encumbered to ensure funds are available to pay for the allocations approved by the Board.

C. Other Financing Sources:

1. Transfers out represent cash transfer to the General Fund to fund transit activities which is based on a reimbursement basis. The positive amount indicates that the reversals from the prior year estimates are higher than the actual transfers made to date.

Measure I 1990-2010 Fund

A. Revenues:

1. Measure I 1990-2010 ended on March 31, 2010 and only Interest is accrued based on cash balances at the end of the fiscal year.

B. Expenditures:

1. Expenditures to date are low and can be due to timing of capital expenditures, which can take several years.

Measure I 2010-2040 Fund

A. Revenues:

1. Measure I Sales Tax revenue is low since July, August, and a portion of September receipts pertain to the prior fiscal year.

B. Expenditures:

1. Expenditures to date are low and can be due to timing of capital expenditures, which can take several years.
2. Expenditures for the Transit program are negative as reversals of prior year estimates are higher than expenditures incurred to date.
3. Funds for the Fund Administration program are encumbered to ensure they are available to pay for the allocations approved by the Board.

C. Other Financing Sources:

1. Transfers out represent cash transfers to: 1) the General Fund to fund the Indirect Fund, 2) the Enterprise Fund for long term borrowing cash flow needs to cover expenditures related to the construction and management of the I-10 Express Lanes Phase 1 – Contract 1, and 3) to the Debt Service Fund to cover debt service expenditures.

Debt Service Fund

A. Revenues:

1. Investment earnings are not budgeted. Negative amount indicates that the reversal from prior year estimates is higher than the revenue received to date.

B. Expenditures:

1. No major variances.

C. Other Financing Sources:

1. Transfers in represent cash transfer from the Measure I funds to cover debt service expenditures.

Capital Projects Fund

A. Revenues:

1. The timing for collections of revenues fluctuates as most projects are funded on a reimbursement basis.
2. Investment earnings are not budgeted.

B. Expenditures:

1. Expenditures to date are low and can be due to timing of capital expenditures, which can take several years.
2. Expenditures for the Project Delivery program are negative as reversals of prior year estimates are higher than expenditures incurred to date.

Nonmajor Governmental Funds – Excluding Council of Governments

A. Revenues:

1. The timing for collections of revenues fluctuates as most of the state grants are on a reimbursement basis.

B. Expenditures:

1. Expenditures to date are low and can be due to timing of capital expenditures, which can take several years.

C. Other Financing Sources:

1. Transfers in represent a cash transfer from the Property Assessed Clean Energy (PACE) program to the Electric Vehicle Charging station fund for cash flow purposes. This transfer will take place as needed.
2. Transfers out represent cash transfer to fund the Indirect Fund. This transfer will take place at year-end.

Council of Governments Fund

A. Revenues:

1. The timing of collection of revenues fluctuates as this program is mostly funded on a reimbursement basis or with special assessments that have not been billed yet.

B. Expenditures:

1. Expenditures to date are low and can be due to timing of program activities.

Enterprise Fund

A. Expenditures:

1. No expenses to date.

B. Other Financing Sources:

1. No transfers to date as no expenditures have been incurred.

Financial Impact:

This item reports the status of expenditures against budget and imposes no financial impact on Fiscal Year 2018/2019 Budget.

Reviewed By:

This item was received by the General Policy Committee on December 12, 2018.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

Fiscal Year 2018-2019
First Quarter Budget to Actual Report
September 30, 2018

	2018-2019 Original Budget	Amendments	2018-2019 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
GENERAL FUND							
Revenues							
Sales Tax-MSI	1,628,000	-	1,628,000	137,019	-	1,490,981	91.58%
Charges for Services	737,503	-	737,503	142,187	-	595,316	80.72%
Investment Earnings	-	-	-	2,089,524	-	(2,089,524)	0.00%
Miscellaneous	24,497	-	24,497	3,499	-	20,998	85.72%
Total Revenues	2,390,000	-	2,390,000	2,372,229	-	17,771	0.74%
Expenditures							
General Government	11,500,283	-	11,500,283	1,922,857	768,299	8,809,127	76.60%
Regional & Subregional Planning	1,010,263	-	1,010,263	142,240	-	868,023	85.92%
Transit	37,997,759	792,255	38,790,014	36,377	3,659,629	35,094,008	90.47%
Fund Administration	369,074	-	369,074	92,291	6,301	270,482	73.29%
Total Expenditures	50,877,379	792,255	51,669,634	2,193,765	4,434,229	45,041,640	87.17%
Other Financing Sources							
Transfers in	49,184,161	-	49,184,161	1,346,229	-	47,837,932	97.26%
Transfers out	(2,761,677)	-	(2,761,677)	-	-	(2,761,677)	100.00%
Total Other Financing Sources	46,422,484	-	46,422,484	1,346,229	-	45,076,255	97.10%
Revenues Over (Under) Expenditures	(2,064,895)	(792,255)	(2,857,150)	1,524,693	(4,434,229)	52,386	
Note: Transfers in include LTF and STA revenue.							
FEDERAL HIGHWAY FUND							
Revenues							
Intergovernmental	155,157,687	-	155,157,687	(129,676)	-	155,287,363	100.08%
Total Revenues	155,157,687	-	155,157,687	(129,676)	-	155,287,363	100.08%
Expenditures							
Commuter and Motorist Assistance	1,509,176	-	1,509,176	(171,748)	24,781	1,656,143	109.74%
Transit	4,355,419	-	4,355,419	-	-	4,355,419	100.00%
Project Delivery	149,293,092	-	149,293,092	2,751,607	44,265	146,497,220	98.13%
Total Expenditures	155,157,687	-	155,157,687	2,579,859	69,046	152,508,782	98.29%
Revenues Over (Under) Expenditures	-	-	-	(2,709,535)	(69,046)	2,778,581	
FEDERAL TRANSIT ADMINISTRATION FUND							
Revenues							
Intergovernmental	27,552,640	-	27,552,640	(135)	-	27,552,775	100.00%
Total Revenues	27,552,640	-	27,552,640	(135)	-	27,552,775	100.00%
Expenditures							
Commuter and Motorist Assistance	1,398,500	-	1,398,500	40,346	7,595	1,350,559	96.57%
Transit	26,154,140	-	26,154,140	-	-	26,154,140	100.00%
Total Expenditures	27,552,640	-	27,552,640	40,346	7,595	27,504,699	99.83%
Revenues Over (Under) Expenditures	-	-	-	(40,481)	(7,595)	48,076	
STATE HIGHWAY FUND							
Revenues							
Intergovernmental	37,441,808	250,635	37,692,443	(187,311)	-	37,879,754	100.50%
Total Revenues	37,441,808	250,635	37,692,443	(187,311)	-	37,879,754	100.50%
Expenditures							
General Government	12,535	-	12,535	3,281	-	9,254	73.83%
Regional & Subregional Planning	4,382	250,635	255,017	-	-	255,017	100.00%
Transit	4,345,860	-	4,345,860	-	-	4,345,860	100.00%
Project Delivery	32,460,948	-	32,460,948	(532,335)	-	32,993,283	101.64%
Fund Administration	618,083	-	618,083	136,837	-	481,246	77.86%
Total Expenditures	37,441,808	250,635	37,692,443	(392,217)	-	38,084,660	101.04%
Revenues Over (Under) Expenditures	-	-	-	204,906	-	(204,906)	

Attachment: 1st qtr budget report (5358 : Budget to Actual Report - 1st Qtr 2018/2019)

Fiscal Year 2018-2019
First Quarter Budget to Actual Report
September 30, 2018

	2018-2019 Original Budget	Amendments	2018-2019 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
PROPOSITION 1B FUND							
Revenues							
Intergovernmental	1,005,361	-	1,005,361	82,274	-	923,087	91.82%
Investment Earnings	251,500	-	251,500	126,892	-	124,608	49.55%
Total Revenues	1,256,861	-	1,256,861	209,166	-	1,047,695	83.36%
Expenditures							
Transit	11,318,000	-	11,318,000	75	-	11,317,925	100.00%
Project Delivery	1,005,361	-	1,005,361	25,413	-	979,948	97.47%
Total Expenditures	12,323,361	-	12,323,361	25,488	-	12,297,873	99.79%
Revenues Over (Under) Expenditures	(11,066,500)	-	(11,066,500)	183,678	-	(11,250,178)	
LOCAL TRANSPORTATION FUND							
Revenues							
Sales Tax-LTF	96,075,522	-	96,075,522	8,176,686	-	87,898,836	91.49%
Investment Earnings	-	-	-	444,249	-	(444,249)	0.00%
Total Revenues	96,075,522	-	96,075,522	8,620,935	-	87,454,587	91.03%
Expenditures							
Transit	87,876,000	-	87,876,000	29,444,284	8,321,606	50,110,110	57.02%
Total Expenditures	87,876,000	-	87,876,000	29,444,284	8,321,606	50,110,110	57.02%
Other Financing Sources							
Transfers out	(24,570,938)	-	(24,570,938)	(2,478,793)	-	(22,092,145)	89.91%
Total Other Financing Sources	(24,570,938)	-	(24,570,938)	(2,478,793)	-	(22,092,145)	89.91%
Revenues Over (Under) Expenditures	(16,371,416)	-	(16,371,416)	(23,302,142)	(8,321,606)	15,252,332	
STATE TRANSIT ASSISTANCE FUND							
Revenues							
Intergovernmental	21,092,146	-	21,092,146	329,850	-	20,762,296	98.44%
Total Revenues	21,092,146	-	21,092,146	329,850	-	20,762,296	98.44%
Expenditures							
Transit	24,325,414	-	24,325,414	3,289,423	18,989,420	2,046,571	8.41%
Total Expenditures	24,325,414	-	24,325,414	3,289,423	18,989,420	2,046,571	8.41%
Other Financing Sources							
Transfers out	(16,698,544)	-	(16,698,544)	1,132,564	-	(17,831,108)	106.78%
Total Other Financing Sources	(16,698,544)	-	(16,698,544)	1,132,564	-	(17,831,108)	106.78%
Revenues Over (Under) Expenditures	(19,931,812)	-	(19,931,812)	(1,827,009)	(18,989,420)	884,617	
MEASURE I 1990-2010 FUND							
Revenues							
Investment Earnings	70,000	-	70,000	35,008	-	34,992	49.99%
Total Revenues	70,000	-	70,000	35,008	-	34,992	49.99%
Expenditures							
Environment and Energy Conservation	442,000	-	442,000	29	2,000	439,971	99.54%
Commuter and Motorist Assistance	1,050,000	-	1,050,000	66,725	-	983,275	93.65%
Project Delivery	6,872,444	-	6,872,444	(24,006)	8,249	6,888,201	100.23%
Total Expenditures	8,364,444	-	8,364,444	42,748	10,249	8,311,447	99.37%
Revenues Over (Under) Expenditures	(8,294,444)	-	(8,294,444)	(7,740)	(10,249)	(8,276,455)	

Attachment: 1st qtr budget report (5358 : Budget to Actual Report - 1st Qtr 2018/2019)

Fiscal Year 2018-2019
First Quarter Budget to Actual Report
September 30, 2018

	2018-2019 Original Budget	Amendments	2018-2019 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
MEASURE I 2010-2040 FUND							
Revenues							
Sales Tax-MSI	161,172,000	-	161,172,000	13,564,899	-	147,607,101	91.58%
Investment Earnings	2,005,500	-	2,005,500	1,012,692	-	992,808	49.50%
Total Revenues	163,177,500	-	163,177,500	14,577,591	-	148,599,909	91.07%
Expenditures							
General Government	1,077,850	-	1,077,850	182,182	5,882	889,786	82.55%
Environment and Energy Conservation	223,929	-	223,929	37,140	-	186,789	83.41%
Commuter and Motorist Assistance	1,440,517	-	1,440,517	88,232	13,000	1,339,285	92.97%
Regional & Subregional Planning	736,304	-	736,304	105,071	-	631,233	85.73%
Transit	46,228,311	(877,537)	45,350,774	(523,053)	3,902,193	41,971,634	92.55%
Project Delivery	96,874,743	175,772	97,050,515	180,980	726,992	96,142,543	99.06%
Fund Administration	86,350,658	-	86,350,658	5,998,133	80,352,525	-	0.00%
Total Expenditures	232,932,312	(701,765)	232,230,547	6,068,685	85,000,592	141,161,270	60.78%
Other Financing Sources							
Transfers out	(48,563,448)	-	(48,563,448)	(3,188,412)	-	(45,375,036)	93.43%
Total Other Financing Sources	(48,563,448)	-	(48,563,448)	(3,188,412)	-	(45,375,036)	93.43%
Revenues Over (Under) Expenditures	(118,318,260)	701,765	(117,616,495)	5,320,494	(85,000,592)	(37,936,397)	
Note: Sales tax - MSI is net of the 1% for Measure I Administration and accounted for in the General Fund.							
DEBT SERVICE FUND							
Revenues							
Investment Earnings	-	-	-	(7,367)	-	7,367	0.00%
Total Revenues	-	-	-	(7,367)	-	7,367	0.00%
Expenditures							
Debt Service	12,769,650	-	12,769,650	4,446,825	1,000	8,321,825	65.17%
Total Expenditures	12,769,650	-	12,769,650	4,446,825	1,000	8,321,825	65.17%
Other Financing Sources							
Operating Transfers In	12,769,650	-	12,769,650	3,188,412	-	9,581,238	75.03%
Total Other Financing Sources	12,769,650	-	12,769,650	3,188,412	-	9,581,238	75.03%
Revenues Over (Under) Expenditures	-	-	-	(1,265,780)	(1,000)	1,266,780	
CAPITAL PROJECTS FUND							
Revenues							
Intergovernmental	22,376,392	150,000	22,526,392	1,101,126	-	21,425,266	95.11%
Investment Earnings	-	-	-	73,888	-	(73,888)	0.00%
Miscellaneous	11,106,230	1,560,000	12,666,230	108,480	-	12,557,750	99.14%
Total Revenues	33,482,622	1,710,000	35,192,622	1,283,494	-	33,909,128	96.35%
Expenditures							
Environment and Energy Conservation	-	1,560,000	1,560,000	108,480	-	1,451,520	93.05%
Commuter and Motorist Assistance	497,399	-	497,399	3,889	-	493,510	99.22%
Regional & Subregional Planning	200,000	150,000	350,000	3,230	-	346,770	99.08%
Transit	1,361,746	85,282	1,447,028	72,111	140,458	1,234,459	85.31%
Project Delivery	33,923,830	(175,772)	33,748,058	(72,466)	28,565	33,791,959	100.13%
Total Expenditures	35,982,975	1,619,510	37,602,485	115,244	169,023	37,318,218	99.24%
Revenues Over (Under) Expenditures	(2,500,353)	90,490	(2,409,863)	1,168,250	(169,023)	(3,409,090)	

Attachment: 1st qtr budget report (5358 : Budget to Actual Report - 1st Qtr 2018/2019)

Fiscal Year 2018-2019
First Quarter Budget to Actual Report
September 30, 2018

	2018-2019 Original Budget	Amendments	2018-2019 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COG							
Revenues							
Intergovernmental	17,445,459	199,365	17,644,824	149,875	-	17,494,949	99.15%
Charges for Services	4,700	-	4,700	651	-	4,049	86.15%
Investment Earnings	12,000	-	12,000	14,186	-	(2,186)	0.00%
Miscellaneous	131,425	-	131,425	1,208	-	130,217	99.08%
Total Revenues	17,593,584	199,365	17,792,949	165,920	-	17,627,029	99.07%
Expenditures							
General Government	363,094	-	363,094	95,679	1,841	265,574	73.14%
Environment and Energy Conservation	5,093,500	-	5,093,500	47,531	80,598	4,965,371	97.48%
Commuter and Motorist Assistance	4,389,125	-	4,389,125	502,418	34,010	3,852,697	87.78%
Regional & Subregional Planning	1,745,321	199,365	1,944,686	-	-	1,944,686	100.00%
Transit	2,094,000	-	2,094,000	18,152	62,177	2,013,671	96.16%
Project Delivery	1,919,614	-	1,919,614	82,897	-	1,836,717	95.68%
Total Expenditures	15,604,654	199,365	15,804,019	746,677	178,626	14,878,716	94.15%
Other Financing Sources							
Transfers in	21,525	-	21,525	-	-	21,525	100.00%
Transfers out	(173,314)	-	(173,314)	-	-	(173,314)	100.00%
Total Other Financing Sources	(151,789)	-	(151,789)	-	-	(151,789)	100.00%
Revenues Over (Under) Expenditures	1,837,141	-	1,837,141	(580,757)	(178,626)	2,596,524	
COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	87,760	-	87,760	-	-	87,760	100.00%
Special Assessments	248,545	-	248,545	-	-	248,545	100.00%
Investment Earnings	22,000	-	22,000	6,555	-	15,445	70.20%
Miscellaneous	458,730	-	458,730	9,128	-	449,602	98.01%
Total Revenues	817,035	-	817,035	15,683	-	801,352	98.08%
Expenditures							
General Government	462,590	750,100	1,212,690	72,443	2,000	1,138,247	93.86%
Environment and Energy Conservation	494,294	-	494,294	21,664	51,033	421,597	85.29%
Regional & Subregional Planning	20,588	-	20,588	-	-	20,588	100.00%
Total Expenditures	977,472	750,100	1,727,572	94,107	53,033	1,580,432	91.48%
Other Financing Sources							
Transfers out	(117,213)	-	(117,213)	-	-	(117,213)	100.00%
Total Other Financing Sources	(117,213)	-	(117,213)	-	-	(117,213)	100.00%
Revenues Over (Under) Expenditures	(277,650)	(750,100)	(1,027,750)	(78,424)	(53,033)	(896,293)	
ENTERPRISE FUND							
Expenditures							
Project Delivery	30,410,333	-	30,410,333	-	-	30,410,333	100.00%
Enterprise	499,465	-	499,465	-	-	499,465	100.00%
Total Expenditures	30,909,798	-	30,909,798	-	-	30,909,798	100.00%
Other Financing Sources							
Transfers in	30,909,798	-	30,909,798	-	-	30,909,798	100.00%
Total Other Financing Sources	30,909,798	-	30,909,798	-	-	30,909,798	100.00%
Revenues Over (Under) Expenditures	-	-	-	-	-	-	

Attachment: 1st qtr budget report (5358 : Budget to Actual Report - 1st Qtr 2018/2019)

Minute Action

AGENDA ITEM: 4

Date: January 9, 2019

Subject:

Measure I Revenue Estimate for Fiscal Year 2019/2020 Allocation Planning

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority, approve a Measure I 2010-2040 revenue estimate of \$166.9 million for Fiscal Year 2019/2020 and the revenue distribution by subarea in Table 2 for purposes of allocation planning for Fiscal Year 2019/2020.

Background:

San Bernardino County Transportation Authority (SBCTA) staff is beginning the allocation planning process for Fiscal Year 2019/2020. The purpose of this process is to provide information to be used by both SBCTA and its member agencies in preparation of their capital budgets.

SBCTA staff must first develop an estimate of Measure I revenue by subarea and program for Fiscal Year 2019/2020. This agenda item requests approval of a Measure I revenue estimate for budgeting and allocation purposes for the next fiscal year. Staff is estimating a 2.5% increase in Measure I sales tax revenue from prior year budget for an estimate of \$166.9 million for the Fiscal Year 2019/2020 budget. The sales tax estimate for Fiscal Year 2019/2020 is conservative.

Distribution of Measure I revenues to subareas for Fiscal Year 2019/2020 is net of the administration fee of 1%. The net amount is allocated to subareas based on percentage of sales tax revenue generated by each area. Then, the amount of each subarea is further allocated based on allocation described in the transportation expenditure plan as shown in Table 1.

Table 1

Valley Subarea

Freeway projects	29%	
Freeway interchange projects	11%	
Major street projects	17%	*
Local street projects	20%	
Metrolink/rail service	8%	
Senior and disabled transit service	8%	
Express bus/bus rapid transit service	5%	*
Traffic management systems	2%	

Mountain/Desert Subareas excluding Victor Valley

Local street projects	68%
Major local highway projects	25%
Senior and disabled transit service	5%
Traffic management systems	2%

Victor Valley Subareas

Local street projects	67.5%
Major local highway projects	25%
Senior and disabled transit service	5.5%
Traffic management systems	2%

Entity: San Bernardino County Transportation Authority

The distribution of the estimated 2019/2020 Measure I revenue of \$165.231 million (\$166.9 million less 1% for administration) is provided in Table 2.

* The increased percentage allocation to Valley Express Bus/Bus Rapid Transit Service Program to 5% and reduction of Major Street Projects Program to 17% assumes that the SBCTA Board will approve in January 2019 the SBCTA staff recommendation to increase the amount of Measure I revenue dedicated to the Valley Express Bus/Bus Rapid Transit Program from 2% of Valley revenue to 5%, effective April 2020. The exact language in the Expenditure Plan is as follows:

“Upon initial collection of revenue, the Express Bus/Bus Rapid Transit Service category will receive 2% of revenue collected in the Valley. Effective ten years following initial collection of revenue, the Express Bus/Bus Rapid Transit Service category shall be increased to at least 5%, but no more than 10% upon approval by the Authority Board of Directors. The Major Street Projects category shall be reduced by a like amount. Amendments beyond those authorized in this section shall require a formal amendment as provided by the Measure “I” Ordinance.”

Table 2
Estimate of Measure I Revenue by Subarea
For Fiscal Year 2019/2020

Subarea	Estimated Revenues (In Thousands)	Percentage of Total Subarea
Cajon Pass *	\$ 4,626,500	2.8%
Valley	134,332,800	82.1%
Victor Valley	17,349,200	10.2%
Colorado River	330,500	0.1%
Morongo Basin	2,313,200	1.3%
Mountain	1,982,800	1.0%
North Desert	4,296,000	2.5%
Total Subarea	<u>\$ 165,231,000</u>	<u>100%</u>

* Cajon Pass is funded with 3% of Valley and Victor Valley Measure I funds

The numbers in Table 2 represent estimates for apportionment/allocation planning purposes only. Each subarea will receive the actual revenue collected according to the provisions of the Measure I 2010-2040 Expenditure Plan. Current trends indicate slow growth, but may result in actual distributions that are different than displayed in Table 2.

Financial Impact:

This item imposes no impact on the Fiscal Year 2018/2019 budget. It will be utilized in the Measure I revenue estimate for the Fiscal Year 2019/2020 budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 12, 2018.

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Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: January 9, 2019
Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 5

Date: January 9, 2019

Subject:

Budget Fiscal Year 2019/2020 Assessment Dues

Recommendation:

That the Board acting as the San Bernardino Associated Governments (SBCOG), adopt the SBCOG's Fiscal Year 2019/2020 mandatory assessments and additional mandatory obligations.

Background:

San Bernardino Council of Governments (SBCOG) has collected mandatory assessments since its inception. The assessments are calculated according to a formula based 50% on population and 50% on assessed valuation of each member jurisdiction.

Mandatory assessments are used in Task 0501, Intergovernmental Relations, and support for SBCOG activities as approved by the Board. Projects include finalizing a Forest Management Plan for Cucamonga Canyon and Lytle Creek, funding for grant writing services, looking for collaboration and funding for public safety communications, developing a housing strategic plan and toolkit, and coordinating efforts for 2020 Census complete count.

The Board of Directors approved an additional mandatory obligation of \$133,418 in Fiscal Year 2019/2020 specifically to support the addition of staff to work exclusively on SBCOG activities. Total assessments and other mandatory obligations of \$119,725 budgeted for Fiscal Year 2019/2020 represent an increase of \$4,598 or 1.9% from the prior year, as shown in the attachment.

Financial Impact:

This item establishes the Fiscal Year 2019/2020 budget for mandatory assessment and other monetary obligations which will be included in the proposed budget for Fiscal Year 2019/2020.

Reviewed By:

This item was reviewed and recommended for approval (9-0-1; Abstained: Lovingood) by the General Policy Committee on December 12, 2018.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

Entity: San Bernardino Council of Governments

**San Bernardino Associated Governments (SBCOG)
General Assessment Dues Calculation
Fiscal Year 2019/2020**

<u>JURISDICTION:</u>	<u>POP.</u> <u>2018</u>	<u>% OF</u> <u>TOTAL</u>	<u>ASSESSED VALUE</u> <u>BEFORE RDA</u>	<u>% OF</u> <u>TOTAL</u>	<u>AVG. %</u> <u>POP. &</u> <u>VALUE</u>	<u>FY2019</u> <u>TOTAL</u> <u>AMOUNT</u>	<u>FY2020</u> <u>MANDATORY</u> <u>ASSESSMENT</u> <u>AMOUNT</u>	<u>FY2020</u> <u>OTHER MONETARY</u> <u>OBLIGATIONS</u> <u>AMOUNT (\$)</u>	<u>FY2020</u> <u>TOTAL</u> <u>AMOUNT</u>	<u>VAR</u> <u>FOR</u> <u>FY 2020</u>
		<u>POP.</u>	<u>2018/2019</u>	<u>VALUE</u>	<u>VALUE</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT (\$)</u>	<u>AMOUNT</u>	<u>FOR</u>
Adelanto	35,293	1.623%	\$2,075,284,804	0.933%	1.278%	\$6,808	\$1,530	\$5,337	\$6,867	\$59
Apple Valley	73,984	3.402%	\$5,971,838,300	2.685%	3.043%	\$8,841	\$3,643	\$5,337	\$8,980	\$139
Barstow	24,411	1.122%	\$1,376,053,917	0.619%	0.870%	\$6,339	\$1,042	\$5,337	\$6,379	\$40
Big Bear Lake	5,512	0.253%	\$3,532,962,295	1.588%	0.921%	\$6,398	\$1,102	\$5,337	\$6,439	\$41
Chino	86,757	3.989%	\$13,308,112,924	5.983%	4.986%	\$11,078	\$5,969	\$5,337	\$11,306	\$227
Chino Hills	83,159	3.824%	\$12,312,480,328	5.535%	4.679%	\$10,724	\$5,602	\$5,337	\$10,939	\$215
Colton	53,724	2.470%	\$3,473,652,884	1.562%	2.016%	\$7,657	\$2,413	\$5,337	\$7,750	\$93
Fontana	212,000	9.747%	\$351,734,961	0.158%	4.953%	\$11,039	\$5,930	\$5,337	\$11,267	\$227
Grand Terrace	12,524	0.576%	\$1,073,330,816	0.483%	0.529%	\$5,947	\$634	\$5,337	\$5,971	\$24
Hesperia	94,829	4.360%	\$3,628,290,209	1.631%	2.996%	\$8,785	\$3,586	\$5,337	\$8,923	\$138
Highland	54,761	2.518%	\$2,212,275,555	0.995%	1.756%	\$7,359	\$2,103	\$5,337	\$7,440	\$82
Loma Linda	23,946	1.101%	\$6,009,786,993	2.702%	1.901%	\$7,525	\$2,276	\$5,337	\$7,613	\$88
Montclair	39,326	1.808%	\$3,385,225,897	1.522%	1.665%	\$7,254	\$1,993	\$5,337	\$7,330	\$76
Needles	5,177	0.238%	\$353,538,551	0.159%	0.198%	\$5,565	\$238	\$5,337	\$5,575	\$10
Ontario	177,589	8.165%	\$25,521,179,276	11.473%	9.819%	\$16,641	\$11,756	\$5,337	\$17,093	\$452
Rancho Cucamonga	176,671	8.123%	\$26,419,034,880	11.877%	10.000%	\$16,849	\$11,972	\$5,337	\$17,309	\$460
Redlands	71,196	3.273%	\$9,858,066,091	4.432%	3.853%	\$9,773	\$4,613	\$5,337	\$9,950	\$177
Rialto	107,041	4.922%	\$9,146,266,649	4.112%	4.517%	\$10,537	\$5,408	\$5,337	\$10,745	\$208
San Bernardino	221,130	10.167%	\$14,190,216,655	6.379%	8.273%	\$14,861	\$9,905	\$5,337	\$15,242	\$381
Twentynine Palms	27,046	1.244%	\$891,899,950	0.401%	0.822%	\$6,283	\$984	\$5,337	\$6,321	\$38
Upland	77,017	3.541%	\$9,370,618,881	4.213%	3.877%	\$9,799	\$4,642	\$5,337	\$9,979	\$180
Victorville	123,701	5.688%	\$8,829,295,619	3.969%	4.828%	\$10,895	\$5,781	\$5,337	\$11,118	\$223
Yucaipa	54,651	2.513%	\$4,494,969,535	2.021%	2.267%	\$7,946	\$2,714	\$5,337	\$8,051	\$105
Yucca Valley	21,834	1.004%	\$1,695,272,884	0.762%	0.883%	\$6,354	\$1,057	\$5,337	\$6,394	\$40
County	311,659	14.330%	\$52,963,519,433	23.810%	19.070%	\$27,288	\$22,832	\$5,330	\$28,162	\$873
	2,174,938	100.000%	\$222,444,908,287	100.00%	100.00%	\$248,545	\$119,725	\$133,418	\$253,143	\$4,598

NOTES:

- 1) Population Source: Most recent Measure I population data, which is the Department of Finance estimate as of January 1 reconciled to the total population for San Bernardino County.
- 2) Net Assessed Value Source: Property Tax Section, County Auditor/Controller, 2018/2019.
- 3) These calculations are based on the most recent data received from the County of San Bernardino.
- 4) Assessed valuation of jurisdiction includes properties within redevelopment areas.
- 5) The Board of Directors approved an additional \$133,418 in FY2019/2020 dues for Council of Government (COG) activities.

Minute Action

AGENDA ITEM: 6

Date: January 9, 2019

Subject:

Fiscal Year 2019/2020 Budget Schedule

Recommendation:

That the Board, acting as the San Bernardino Council of Governments and the San Bernardino County Transportation Authority, approve the Fiscal Year 2019/2020 Budget Schedule.

Background:

The preparation of the Fiscal Year 2019/2020 Budget requires a schedule for development, consideration and adoption of the final budget appropriations. The General Policy Committee is primarily responsible for policy input for the development and review of the budget. Other policy committees are also scheduled to consider proposed tasks under their review.

A full Board of Directors Budget Workshop will be scheduled in conjunction with the May 2019 Board of Directors meeting for consideration of the proposed budget. In addition, as required by the San Bernardino Council of Governments (SANBAG) bylaws, the Council of Governments budget adoption for Fiscal Year 2019/2020 will be presented for Board approval in the May 2019 Board of Directors meeting. Final San Bernardino County Transportation Authority (SBCTA) budget adoption for Fiscal Year 2019/2020 is scheduled for the June Board of Directors meeting. The schedule is similar to the prior year.

Financial Impact:

This item has no budgetary impact.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 12, 2018.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

**Budget Schedule
Fiscal Year 2019/2020**

<u>DATE</u>	<u>ACTIVITY</u>
December 12, 2018	General Policy Committee Review and Discussion of 2019/2020 Budget Schedule
January 9, 2019	Board Approval of 2019/2020 Budget Schedule
February 14, 2019	Metro Valley Study Session General Overview by Region
February 15, 2019	Mountain/Desert Committee General Overview by Region
March 13, 2019	General Policy Committee Review of Tasks
March 14, 2019	Metro Valley Study Session Review of Tasks
March 14, 2019	Transit Committee Review of Tasks
March 15, 2019	Mountain/Desert Committee Review of Tasks
April 10, 2019	General Policy Committee Further Review of Tasks, if Required
April 11, 2019	Metro Valley Study Session Further Review of Tasks, if Required
April 11, 2019	Transit Committee Further Review of Tasks, if Required
April 12, 2019	Mountain/Desert Committee Further Review of Tasks, if Required
May 1, 2019	Budget Presentation and Workshop of the Proposed Budget in Conjunction with Board of Director's Meeting Adoption of the Council of Government's Fiscal Year 2019/2020 Budget
June 5, 2019	Public hearing on SBCTA's recommended budget for Fiscal Year 2019/2020 and Board of Directors Adoption of the SBCTA Fiscal Year 2019/2020 Budget

Minute Action

AGENDA ITEM: 7

Date: January 9, 2019

Subject:

Contract Amendments Additional Insured

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA) authorize the Executive Director or his designee to execute SBCTA contract amendments after approval as to form by General Counsel, that are necessary to address potential gaps in SBCTA's additional insured coverage, at no additional cost to SBCTA.

Background:

During an audit of the insurance certificates for compliance with current and open contracts, several observations were made. Of those observations, one particular issue was discovered that may create a significant gap in insurance coverage in contracts where SBCTA is listed as an additionally insured party.

SBCTA's consultant and contractor contracts generally require the consultant or contractor to maintain Commercial General Liability (CGL) and other insurance policies which name SBCTA as an additional insured.

The issue arises out of additional insured endorsement forms created by the Insurance Services Office, Inc. (ISO), which is an organization that collects statistical data, promulgates rating information, develops standard insurance policy forms, and files information with state regulators on behalf of insurance companies that purchase its services. In April 2013, the ISO updated and released for use CGL insurance policy language for the additional insured endorsement (2013 Endorsement). This new language has become widely used within and outside its member companies.

The 2013 Endorsement states the additional insured coverage amount is restricted to the amount required by contract or the policy limit, *whichever is less*. For example, if the contract required the contractor to maintain CGL limits of \$1 million per occurrence, but the contractor obtains coverage for \$2 million per occurrence, the owner (SBCTA) would only receive the benefit of the \$1 million of coverage. A major concern develops when excess policies are implicated. In this example, an excess policy would not activate until the primary CGL policy has been depleted. However, with a \$2 million per occurrence limit on the policy, and the contractual payout limit of only \$1 million, the primary will never become exhausted and the excess policy will never be accessed. This leaves a gap in coverage for both the additional insured and the policy holder who would have uninsured contractual liability to the additional insured.

The first attempt to resolve this concern will be via written correspondence to the consultant or contractor with an identified coverage gap, requesting they submit policy endorsements that will close the gap in coverage for both SBCTA and the consultant or contractor consistent with the contract's intent. Depending on the responses received, the most likely next step for those consultants and contractors that do not or cannot obtain the required documents from their

Entity: San Bernardino County Transportation Authority

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respective insurers will be to request the consultant or contractor agree to amend the contract language.

The amendment would clarify that the consultant or contractor is required to provide an aggregate amount of insurance coverage which can be satisfied with a primary policy, or with a primary and an excess policy. The amendment will maintain the same total amount of additional insured coverage as the parties intended to provide, but through modified language will protect against denial of additional insured coverage by excess carriers. Approval of this item will authorize the Executive Director or designee to execute such amendments that have been approved as to form by General Counsel, at no additional cost to SBCTA.

Financial Impact:

This item has no impact on the Fiscal Year 2018/2019 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 12, 2018. SBCTA General Counsel and Procurement Manager have reviewed this item.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

Minute Action

AGENDA ITEM: 8

Date: January 9, 2019

Subject:

Fiscal Year 2018/2019 Initiatives and Action Plan - Second Quarter Report

Recommendation:

Receive the Fiscal Year 2018/2019 Initiatives and Action Plan - Second Quarter Report.

Background:

The San Bernardino County Transportation Authority's (SBCTA) Fiscal Year 2018/2019 Initiatives and Action Plan establish the Board of Directors priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA's progress in achieving the Board's priorities. The SBCTA Fiscal Year 2018/2019 Initiatives and Action Plan Second Quarter report will be provided as a separate attachment.

Financial Impact:

This item does not impact the Fiscal Year 2018/2019 budget.

Reviewed By:

This item was received by the General Policy Committee on December 12, 2018.

Responsible Staff:

Raymond Wolfe, Executive Director

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 9

Date: January 9, 2019

Subject:

New Annual Agreement between the State of California Department of Transportation and San Bernardino County Transportation Authority, for the Freeway Service Patrol Program SB1 Funds

Recommendation:

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

A. Approve Agreement No. 19-1002077 between the State of California Department of Transportation and San Bernardino County Transportation Authority to accept the Senate Bill 1 (SB1) Freeway Service Patrol Program funds for the operation and management of Freeway Service Patrol (FSP) services in a not-to-exceed amount of \$1,555,509.80, and to match those funds with Department of Motor Vehicle funds in the amount of \$331,916.59, for a total contract not-to-exceed amount of \$1,887,426.39, as outlined in the Financial Impact Section.

B. Adopt Resolution No. 19-060 authorizing the Executive Director to execute Freeway Service Patrol Program Fund Transfer Agreement and Program Supplements.

C. Authorize the release of a Request for Proposal (RFP) for FSP Beat 27 in the spring/summer of 2019, upon General Counsel's approval.

Background:

San Bernardino County Transportation Authority (SBCTA) is responsible for implementing Freeway Service Patrol (FSP) within San Bernardino County. SBCTA began pursuit of funding for the FSP Program in Fiscal Year 2005/2006. FSP is a roving team of tow trucks that patrol selected segments of the San Bernardino County freeways during peak commute hours to assist motorists with car trouble. The stretch of highway in which the FSP driver patrols is referred to as a "Beat." FSP provides help to motorists, at no cost to those assisted, with a variety of services from changing flat tires to minor mechanical assistance. If the repair cannot be made within a short period of time, the FSP driver will tow the vehicle off the freeway to a safe location designated by the California Highway Patrol (CHP). The goal of the FSP Program is to keep freeway traffic moving, reduce the chance of secondary accidents, and make the freeways safer and less congested.

The FSP program is managed through SBCTA staff and is supervised in the field by the CHP.

The FSP program currently operates on the following eight (8) freeway Beats:

Beat 9: I-10 Indian Hill (Los Angeles County line) to Haven Avenue

Beat 10: I-10 Haven Avenue to Sierra Avenue

Beat 11: I-10 Sierra Avenue to Waterman Avenue

Beat 5: SR-60 Reservoir Street (Los Angeles County line) to Milliken Avenue

Beat 23: I-15 Jurupa Street (Riverside County line) to Sierra Avenue

Beat 14: I-215 Center Street (Riverside County line) to Devore Road

Beat 29: I-10 Waterman Avenue to Yucaipa Blvd.

Beat 31: SR-210 LA County line to Citrus Avenue

Entity: San Bernardino County Transportation Authority

On April 28, 2017, Governor Brown signed SB1, which contained a \$25 million dollar statewide increase for FSP. On June 27, Governor Brown signed the state budget, making the SB1 FSP funds official. On November 7, 2018 Proposition 6, which would have repealed the SB1 funds, was not passed by the voters. Therefore, the SB1 funding for FSP services will remain in place for the foreseeable future.

The FSP SB1 funds come in three parts, one is to address the inflation costs to any existing Beats, the second part for the CHP to cover extra costs for their program supervision, and the last portion is for “new” or “expanded service.” In June of 2017, SBCTA evaluated options for immediately improving FSP services in San Bernardino County. On September 6, 2017 the SBCTA Board approved the following actions, which included expanding weekday hours of operation by 30 minutes in the AM and one (1) hour in the PM. The second action approved was to initiate a weekend FSP service pilot program. The last option is to initiate a new Beat, in which staff waited until funds were secured before moving forward.

The evaluation of a new Beat was made pursuant to the benefit-cost model that is used by Caltrans Headquarters/Sacramento to monitor the performance of all FSP Programs statewide. The model takes into account lane configuration, peak hour traffic volumes, average annual daily traffic counts, projected number of FSP assists, as well as the estimated hourly truck cost. A positive “Benefit Cost” ratio means that the FSP services are being implemented efficiently and effectively for each dollar invested. Ideally, for every dollar spent on the program, Caltrans Headquarters would like to see a minimum \$3 in benefits. Pursuant to the Caltrans FSP guidelines, the programs are expected to do their best in keeping their Beats at a \$3 benefit or above, and to make adjustments to a Beat when needed.

Existing FSP Beats in San Bernardino County have been operating at an overall average benefit-cost of 10.0. Existing and new beats ideally should be at a benefit-cost of 3.0 or above pursuant to Caltrans guidelines.

A review of a number of geographic areas in San Bernardino County that do not have an existing FSP Beat was completed to determine if and where FSP services could be implemented. A number of different scenarios were considered and researched.

The areas reviewed:

FWY	BOUNDARIES	COST/BENEFIT
71	SB/LA County Line to SB/Riv County Line	1.95
15	Oak Hill to Bear Valley Road	0.17
210	Citrus Avenue to I-10	1.57
15	Devore Road to Oak Hill	5.02

The highest area of need was along the I-15, looping from the I-215 at Devore Road, up to Oak Hill Road and back down to Sierra Avenue on the I-15. With the approval of SB1 funding, SBCTA staff is recommending that this Beat (Beat 27) should be advertised for a Request for Proposals.

This program is funded through a combination of what will now be three (3) funding sources: State FSP Funds, State SB1 Funds, and Department of Motor Vehicle/Service Authority for Freeway Emergency (DMV/SAFE) Funds. State FSP funds are allocated on an annual basis to

San Bernardino County Transportation Authority

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participating agencies through a formula that is based on population, urban freeway lane miles, and levels of congestion within those areas. Please refer to the attached agreement which stipulates the Fiscal Year 2017/2018 State contribution in the amount of \$1,555,509.80. These funds must be expended within three (3) fiscal years of obligation; therefore, any funds not claimed in the current fiscal year may be carried over and expended through June 30, 2020.

Staff recommends the Board approve Freeway Service Patrol Program Fund Transfer Agreement (SBCTA Agreement No. 19-1002077) and adopt Resolution No. 19-060 authorizing the Executive Director or his designee to execute Agreement No. 19-1002007 and Program Supplements.

Financial Impact:

This item is consistent with the proposed Fiscal Year 2018/2019 budget for task 0704 which is where funds are expected to be drawn down from. Approval of this item will provide \$1,555,510 in state FSP revenue and will authorize \$331,917 in local match from DMV/SAFE funds. These funds will be available through June 30, 2020.

Reviewed By:

This item was reviewed by and unanimously recommended for approval by the General Policy Committee on December 12, 2018. SBCTA Procurement Manager and General Counsel have reviewed this item and the draft agreement.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

Contract Summary Sheet

9.a

General Contract Information

Contract No: 19-1002077 Amendment No.: _____ Sole Source? N/A

Vendor No.: 00450 Vendor/Customer Name: California Department of Transportation

Description: Freeway Service Patrol SB1 Funds

Estimated Start Date: 07/01/2017 Expiration Date: 06/30/2020 Revised Expiration Date: _____

List Any SBCTA Related Contracts Nos.: _____

Dollar Amount							
Original Contract		\$	1,555,509.80	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,555,509.80	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	1,555,509.80

Contract Authorization

Board of Directors _____ Date: 01/09/2019 Board _____ Item # 5368

Contract Management (Internal Purposes Only)

Receivable _____ Receivable _____ No Budget Adjustment _____

Accounts Payable											
Total Contract Funding: \$						Total Contingency: \$					
GL: I						GL: I					
GL: I						GL: I					
GL: I						GL: I					
GL: I						GL: I					
GL: I						GL: I					
GL: I						GL: I					
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GL: I						GL: I					
GL: I						GL: I					
GL: I						GL: I					
GL: I						GL: I					

Accounts Receivable											
Total Contract Funding: \$						1,555,509.80					
Funding Agreement No: <u>FSP18SB1-6507(014)</u>						Reversion Date: <u>06/30/2020</u>					
GL: I	2702	15	0704	0000	42217703		GL: I				
GL: I						1,555,509.80	GL: I				
GL: I						-	GL: I				
GL: I						-	GL: I				
GL: I						-	GL: I				
GL: I						-	GL: I				

JENNY HERRERA

Project Manager (Print Name)

DUANE A BAKER

Task Manager (Print Name)

Additional Notes:

Attachment: Contract Summary Sheet (5368 : Agreement between Caltrans and SBCTA for the Freeway Service Patrol SB1 Funds)

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711

**RECEIVED****JUL 27 2018**

July 25, 2018

**San Bernardino County
Transportation Authority**

File : 08-SBD-0-SBCT

FSP18SB1-6507(014)

2017/208 Freeway Service Patrol
(FSP) Program

Mr. Raymond Wolfe
Executive Director
San Bernardino County Transportation Authority
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410

Attn: Ms. Jenny Herrera

Dear Mr. Wolfe:

Enclosed are two original agreements covering funding for the fiscal year 2017/208 Freeway Service Patrol (FSP) Program. Office of Local Programs will again this year handle the processing of agreements. The enclosed agreement and its processing should also streamline the agreement and invoicing process.

Please sign both copies of this Agreement and return them to this office, Office of Local Programs - MS1. Alterations should not be made to the agreement language. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT ON THE AGENCY'S BEHALF. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans.

Your invoicing, in accordance with applicable Section II, Article 6, would then be submitted in accordance with Section II, Articles 7 and 8 of the Fund Transfer Agreement, not to this Office.

Sincerely,

for JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosure

c: Lisa Davies - HQ Traffic Operations
OLP AE Project Files
(08) DLAE - David Lee

Attachment: 19-1002077 (5368 : Agreement between Caltrans and SBCTA for the Freeway Service Patrol SB1 Funds)

FREEWAY SERVICE PATROL PROGRAM
FUND TRANSFER AGREEMENT (Non Federal)

Agreement No. FSP18SB1-6507(014)
Project No. FSP18SB1-6507(014)

Location: 08-SBD-0-SBCT
AMS Adv ID:0818000198

THIS AGREEMENT, effective on July 1, 2017, is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and the San Bernardino County Transportation Authority, a public agency, hereinafter referred to as "ADMINISTERING AGENCY".

WHEREAS, Streets and Highways Code (S&HC) Section 2560 et seq., authorizes STATE and administering agencies to develop and implement a Freeway Service Patrol (FSP) program on traffic-congested urban freeways throughout the state; and

WHEREAS, STATE has distributed available Senate Bill 1 (SB 1) funds to administering agencies participating in the SB 1 FSP Program in accordance with S&HC Section 2562 and the 2018 FSP SB1 Funding Guidelines; and

WHEREAS, ADMINISTERING AGENCY has applied to STATE and has been selected to receive funds from the FSP Program for the purpose of Freeway Service Patrol, hereinafter referred to as "PROJECT"; and

WHEREAS, proposed PROJECT funding is as follows:

Total Cost	State Funds	Local Funds
<u>\$1,887,426.39</u>	<u>\$1,555,509.80</u>	<u>\$331,916.59</u> ; and

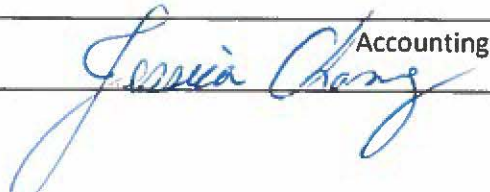
WHEREAS, STATE is required to enter into an agreement with ADMINISTERING AGENCY to delineate the respective responsibilities of the parties relative to prosecution of said PROJECT; and

WHEREAS, STATE and ADMINISTERING AGENCY mutually desire to cooperate and jointly participate in the FSP program and desire to specify herein the terms and conditions under which the FSP program is to be conducted; and

WHEREAS, ADMINISTERING AGENCY has approved entering into this Agreement under authority of Resolution No. _____ approved by ADMINISTERING AGENCY on _____, a copy of which is attached.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

	Accounting Officer	Date	\$
		7/18/18	1,555,509.80

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 7/18/2018	PROJECT NUMBER 0818000198
	REQUISITION NUMBER / CONTRACT NUMBER: RQS - 2660 - 081800000759	

FROM: **Department of Transportation**

SUBJECT: **Encumbrance Document**

VENDOR / LOCAL AGENCY:
San Bernardino County Transportation Authority

\$1,555,509.80

PROCUREMENT TYPE

Local Assistance

[illegible]

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 or TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814

NOW, THEREFORE, the parties agree as follows:

SECTION I

STATE AGREES:

1. To define or specify, in cooperation with ADMINISTERING AGENCY, the limits of the State Highway segments to be served by the FSP as well as the nature and amount of the FSP dedicated equipment, if any that is to be funded under the FSP program.
2. To pay ADMINISTERING AGENCY the STATE's share, an amount not to exceed \$1,555,509.80 of eligible participating PROJECT costs. This amount is comprised of \$738,769.01 for Inflation and Hour Adjustment to Baseline, \$227,843.45 for the California Highway Patrol (CHP) (to be paid to the CHP by the ADMINISTERING AGENCY), and \$588,897.34 for New or Expanded Service.
3. To make reimbursements to ADMINISTERING AGENCY, as promptly as state fiscal procedures will permit, but not more often than monthly in arrears, upon receipt of an original and two signed copies of invoices in the proper form covering actual allowable costs incurred for the prior sequential month's period of the Progress Payment Invoice.
4. When conducting an audit of the costs claimed by ADMINISTERING AGENCY under the provisions of this Agreement, STATE will rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

SECTION II

ADMINISTERING AGENCY AGREES:

1. A. To commit and contribute matching funds from ADMINISTERING AGENCY resources, which shall be an amount not less than 25% of the amount provided by STATE (excluding the funds dispersed to CHP) from the State Highway Account.
1. B. To disperse \$227,843.45 to the CHP, maintain existing service hours and expand new service all as defined in the 2018 FSP SB 1 Funding Guidelines for SB 1 funds.
2. The ADMINISTERING AGENCY's detailed PROJECT Cost Proposal is attached hereto and made an express part of this Agreement. The detailed PROJECT Cost Proposal reflects the provisions and/or regulations of Section III, Article 8, of this agreement.
3. To use all state funds paid hereunder only for those transportation-related PROJECT purposes that conform to Article XIX of the California State Constitution.
4. STATE funds provided to ADMINISTERING AGENCY or sub-recipient(s) under this Agreement shall not be used for administrative purposes by ADMINISTERING AGENCY or sub-recipient(s). Said administrative costs may be credited toward ADMINISTERING AGENCY's or sub-recipient's PROJECT matching funds

provided claimed administrative costs are specified on ADMINISTERING AGENCY's invoice submittal. If said administrative costs are "indirect", as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, the costs must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

5. To develop, in cooperation with STATE, advertise, award, and administer PROJECT contract(s) in accordance with ADMINISTERING AGENCY competitive procurement procedures, in compliance with Public Contract Code (PCC) 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

6. Upon award of contract for PROJECT, to prepare and submit to STATE an original and two signed copies of progress invoicing for STATE's share of actual expenditures for allowable PROJECT costs.

7. Said invoicing shall evidence the expenditure of ADMINISTERING AGENCY's PROJECT participation in paying not less than 20% of all allowable PROJECT costs and shall contain the information described in Chapter 5 of the Local Assistance Procedures Manual (LAPM). Invoicing shall demonstrate ADMINISTERING AGENCY'S PROJECT participation by showing a matched expenditure of funds of at least 25% of the amount provided by the STATE (excluding the funds dispersed to CHP). ADMINISTERING AGENCY invoices shall be submitted to:

State of California
Department of Transportation
Division of Traffic Operations, MS 36
Office of System Management Operations
1120 "N" Street
Sacramento, CA 95814

8. Within 60 days after completion of PROJECT work to be reimbursed under this Agreement, to prepare a final invoice reporting all actual eligible costs expended, including all costs paid by ADMINISTERING AGENCY and submit that signed invoice, along with any refund due STATE, to the address referenced above under Section II, Article 7. Backup information submitted with said final invoice shall include all FSP operational contract invoices paid by ADMINISTERING AGENCY to contracted operators included in expenditures billed to STATE under this Agreement.

9. COST PRINCIPLES

A) ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

B) ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

10. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e), and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions (Section II, Paragraphs 4, 9, 11, 12, & 13) of this Agreement, and shall mandate that 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.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

11. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors, and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

12. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY's contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors, and subcontractors, and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation shall each have access to any books, records,

and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

13. TRAVEL AND SUBSISTENCE

Payments to ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then ADMINISTERING AGENCY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement is available only upon the passage of the State Budget Act containing these STATE funds. The starting date of eligible reimbursable activities shall be JULY 1, 2017.
2. All obligations of ADMINISTERING AGENCY under the terms of this Agreement are subject to authorization and allocation of resources by ADMINISTERING AGENCY.
3. ADMINISTERING AGENCY and STATE shall jointly define the initial FSP program as well as the appropriate level of FSP funding recommendations and scope of service and equipment required to provide and manage the FSP program. No changes shall be made in these unless mutually agreed to in writing by the parties to this Agreement.
4. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to this Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
5. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority, or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify, and save harmless the State of California, its officers, and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority, or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.
6. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall

fully defend, indemnify, and save harmless ADMINISTERING AGENCY, its officers, and employees from all claims, suits or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this Agreement.

7. ADMINISTERING AGENCY will maintain an inventory of all non-expendable PROJECT equipment, defined as having a useful life of at least two years and an acquisition cost of \$500 or more, paid for with PROJECT funds. ADMINISTERING AGENCY shall define in PROJECT contract who shall take ownership of all equipment at the conclusion of the Project.

8. In the event that ADMINISTERING AGENCY fails to operate the PROJECT commenced and reimbursed under this Agreement in accordance with the terms of this Agreement or fails to comply with applicable Federal and State laws and regulations, STATE reserves the right to terminate funding for PROJECT, or portions thereof, upon written notice to ADMINISTERING AGENCY.

9. This Agreement shall terminate on June 30, 2020. However, the non-expendable equipment and liability clauses shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA

San Bernardino County Transportation
Authority

Department of Transportation

By: _____

By: _____

Office of Project Implementation
Division of Local Assistance

Title: _____

DATE: _____

DATE: _____

RESOLUTION No. 19-060

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY,
DELEGATING AUTHORITY TO EXECUTIVE DIRECTOR OR DESIGNEE TO EXECUTE
FREEWAY SERVICE PATROL PROGRAM FUND TRANSFER AGREEMENT WITH
CALIFORNIA DEPARTMENT OF TRANSPORTATION AND PROGRAM SUPPLEMENTS
THERE TO

Whereas, the San Bernardino County Transportation Authority (SBCTA) is authorized under state law, including Sections 130000 et seq. of the California Public Utilities Code, to enter into binding agreements with public and private parties for a variety of purposes, and also to enact resolutions and ordinances; and

Whereas, SBCTA is eligible to receive State funding for Freeway Service Patrol (FSP) programs through the California Department of Transportation; and

Whereas, SBCTA must enter a Freeway Service Patrol Program Fund Transfer Agreement with the California Department of Transportation before such funds can be claimed; and

Whereas, SBCTA wishes to authorize its Executive Director or his designee to execute the Freeway Service Patrol Program Fund Transfer Agreement with the California Department of Transportation, on behalf of SBCTA, and also any Program Supplemental Agreements.

Now, therefore, be it resolved by the San Bernardino County Transportation Authority, as follows:

Section 1. The Executive Director of SBCTA or his designee is authorized to execute the Freeway Service Patrol Program Fund Transfer Agreement on behalf of SBCTA, and is further authorized to execute project-specific Program Supplements, provided that the SBCTA Board has taken prior action to approve the specific project and project costs.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on January 9, 2019.

Darcy McNaboe
Board President

ATTEST:

Vicki Watson
Clerk of the Board

Attachment: Res 19-060 (5368 : Agreement between Caltrans and SBCTA for the Freeway Service Patrol SB1 Funds)

Minute Action

AGENDA ITEM: 10

Date: January 9, 2019

Subject:

Development of a Regional Energy Network

Recommendation:

That the Board, acting as the San Bernardino Associated Governments (SBCOG):

- A. Authorize staff to pursue development of a Regional Energy Network (REN) in coordination with Coachella Valley Association of Governments (CVAG) and Western Riverside Council of Governments (WRCOG);
- B. Approve a Fiscal Year 2018/2019 budget amendment in the amount of \$50,000 to Environment and Energy Conservation program Task No. 0111-0709 to be funded with fund balance from the Property Assessed Clean Energy (PACE) fund; and
- C. Authorize the Executive Director or designee to finalize and execute a cooperative agreement with CVAG and WRCOG for research and coordination of efforts for development of a REN.

Background:

In late 2015, the Board approved development of the San Bernardino Regional Energy Partnership (SBREP), a Local Government Partnership (LGP) Program. LGPs are partnerships between Investor Owned Utilities (IOUs) and local governments, which were identified in the California Long Term Energy Efficiency Strategic Plan with the objectives of: 1) Retrofitting local government buildings, 2) Promoting utility core programs, 3) Supporting qualified energy efficiency activities included in the Energy Efficiency Strategic Plan.

The State of California has been a leader in energy efficiency and through the California Public Utilities Commission's (CPUC) direction, IOUs have been working to meet the State energy goals such as AB 32, AB 802, and SB 350. IOUs have taken a leadership role with energy efficiency programs and technology, especially with their partnerships with LGPs that have been working to meet the state's goals and provide support to local governments. To date, there are over 40 LGPs in the state that provide their local jurisdictions with energy efficiency support.

While the SBREP began implementation in 2015, LGPs have been operating since 2009 and have had a positive influence in the local government sector, with municipalities achieving energy savings and receiving enhanced incentives for their energy efficiency improvements. Since 2015, the SBREP has reduced more than 6 million kWhs and received \$2.5 million in rebates and incentives. These achievements were possible through coordination and resources funded through the SBREP, which has included free technical assistance to analyze project feasibility, coordination of IOU applications, procurement assistance, and information and education sharing opportunities presented through the partnership. The SBREP and other LGPs throughout the State have also had positive presence and influence within communities, involving both residents and businesses in efforts to meet the State's energy goals. In the last year, LGPs have been faced with decreasing budgets and have been informed that the IOUs intend to outsource approximately 60% of their Energy Efficiency Portfolio/Programs to third party providers, which would include direct third party implementation of the LGPs, removing SBCOG and other LGP implementers from their current role.

Entity: San Bernardino Council of Governments

IOUs are moving towards third party providers because they are unable to meet their Total Resource Cost (TRC) for their programs as outlined by the CPUC. For LGP implementation, the IOUs have estimated release of a Request for Proposal (RFP) in 2019 with an anticipated transition of LGPs in 2020. With the uncertainty of LGPs beyond 2019, staff recommends pursuing the development of a Regional Energy Network (REN), a model identified by the CPUC in 2013 that administers energy efficiency programs outside the traditional IOU structure. In its invitations to local governments to submit proposals, the CPUC identified three priorities which would complement and supplement LGPs and IOU public sector energy efficiency programs:

1. RENs should undertake programs that the IOUs cannot or do not intend to do.
2. RENs should target hard to reach areas.
3. RENs should design programs that have the potential to be scaled to larger geographic areas.

The CPUC also identified that RENs would address Workforce Education & Training (WE&T), Technology Development, and Water-Energy Nexus. From its original solicitation, two RENs were piloted the BAYREN, administered by the San Francisco Bay Area and encompassing nine counties, and Southern California (SoCal) REN, administered by the County of Los Angeles and serving Southern California Edison (SCE) and Southern California Gas (SoCalGas) territories. (Development of the programs will ensure no duplicate efforts.) The RENs are administered without oversight of the IOUs, but coordinate with the IOUs and have successfully implemented programs such as: 1) residential & commercial energy efficiency installation programs, 2) workshops & trainings, 3) financing mechanisms for energy efficiency projects, 4) working with energy service third party providers to assist municipalities and/or businesses with energy efficiency programs. CPUCs decision, D. 16-08-019, confirmed its support for RENs: “we encourage RENs to be involved in programs where they have special expertise or relationships with customers that other administrators (including utilities and potential statewide administrators) or local government partnerships do not”; in decision D. 18-05-041, CPUC approved a new REN, 3C REN, administered by Santa Barbara, San Luis Obispo and Ventura Counties. 3C REN is structured similar to BAYREN and SoCal REN, but with an additional focus on local control of hard-to-reach areas, which include low income and disadvantaged communities.

Each year, each REN is required to submit an Annual Budget Advice Letter (ABAL), which is reviewed and approved by the CPUC based on the REN’s various proposed program offerings. The 2019 REN funding requests, as outlined in their ABALs and pending CPUC approval, are summarized below:

2019 REN Funding			
REN	SoCal REN	BAYREN	3C REN
Program Sector			
Residential	\$ 6,540,800	\$ 16,595,000	\$ 2,896,876
Public	\$ 11,336,000	\$ 701,000	
Codes & Standards	\$ 1,090,000	\$ 1,918,000	\$ 1,796,748
Financing	\$ 2,180,000		
Workforce, Education & Training	\$ 654,000		\$ 1,270,776
Commercial		\$ 4,544,000	
Water-Energy Nexus		\$ 944,000	
Total	\$ 21,800,800	\$ 24,702,000	\$ 5,964,400

RENs are becoming an option for local governments to continue providing their communities energy efficiency support. With the uncertainty of LGPs, a REN can fill existing and potential gaps for energy efficiency in SBCOG's region. Staff recommends pursuing Phase I of a tri-COG REN alongside CVAG and WRCOG, which will pursue, through a consultant, development of a business plan proposal for the CPUC's consideration. The cost of Phase I, estimated not to exceed \$150,000, will be supported equally by the three Councils of Government (COGs), and should the business plan be successful, any remaining funding will be transitioned to Phase II, which will consist of development of the energy efficiency programs and ABALs.

Financial Impact:

This item is not consistent with the approved Fiscal Year 2018/2019 Budget. It requires a budget increase in the amount of \$50,000 in Task No. 0111-0709 (Energy Conservation).

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 12, 2018. General Counsel has reviewed this item.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

Minute Action

AGENDA ITEM: 11

Date: January 9, 2019

Subject:

Amendment No. 1 to Contract No. 18-1001812 with Loma Linda University Health for a Rideshare Pilot Project

Recommendation:

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

A. Approve Amendment No. 1 to Contract No. 18-1001812 for a rideshare pilot project with Loma Linda University Health, increasing the funding by \$14,475 to \$29,475 to be funded with Measure I Valley Project Development/Traffic Management Systems funds.

B. Authorize the Executive Director or designee to execute Amendment No. 1 to Contract No. 18-1001812.

Background:

In 2017, the San Bernardino County Transportation Authority (SBCTA) entered an agreement with Loma Linda University Health (LLUH) to pilot an integrated rideshare software and incentive platform in an effort to reduce parking demand and increase rideshare participation at the LLUH campus. The cost of the one year pilot was shared equally by SBCTA and LLUH. Due to timing of software customization and installation, training, program development and launch preparation, LLUH has not had the opportunity to interact fully with the software platform for the year-long pilot duration. LLUH and SBCTA both desire to extend the pilot one additional year to ensure sufficient time to interact with the administrative portal, to receive valuable feedback from commuters and to analyze data gathered through the project.

The concept of the pilot project stems from the Customer-Based Ridesharing and Transit Interconnectivity Study funded through a California Department of Transportation (Caltrans) Sustainable Transportation Planning Grant. SBCTA, Omnitrans and Southern California Association of Governments teamed up to conduct the Customer-Based Ridesharing and Transit Interconnectivity Study to more fully coordinate rail, bus, ridesharing, active transportation modes and customer information efforts. As part of the Customer-Based Ridesharing and Transit Interconnectivity Study efforts, focus groups were conducted to garner feedback on what encourages commuters to rideshare (train, bus, walk, bike, telecommute, carpool or vanpool to work), what is needed to encourage drive-alone commuters to switch modes, and what improvements to public transit are needed to sustain and increase ridership. The focus groups included a variety of commuters including drive-alone, carpoolers, vanpoolers, transit users, active transportation commuters and employer transportation coordinator representatives. As a result of one of the focus groups conducted, LLUH expressed interest in exploring a rideshare platform that is innovative and interactive in efforts to increase the number of rideshare participants at their worksite, to improve their Average Vehicle Ridership (AVR) as required by South Coast Air Quality Management District Rule 2202, and address ongoing parking issues and policies that would impact approximately 25,000 employees and students at LLUH.

One of the goals and tasks of the Customer-Based Ridesharing and Transit Interconnectivity Study was to identify specific opportunities for improving ridesharing and transit interconnectivity. SBCTA has operated a rideshare program for commuters who take the train, bus, walk, bike, telecommute, carpool or vanpool to work since the agency's inception, but in 1993 began contracting with the Riverside County Transportation Commission (RCTC) which

Entity: San Bernardino County Transportation Authority

has since administered a bi-county rideshare program, IE Commuter (IECommuter.org). While SBCTA reimburses RCTC for ongoing rideshare implementation and program support, SBCTA does not fund the rideshare platform IECommuter.org.

LLUH's immediate needs to address parking issues and their long term goals to improve and sustain their rideshare participation rate, posed an opportunity to support their efforts through a rideshare pilot project. The goals of the project are to:

- Address immediate parking needs and parking policies
- Increase rideshare participation
- Increase AVR
- Encourage use of Omnitrans and sbX
- Pilot a rideshare platform that offers:
 - An easy to use, engaging and interactive website
 - Multi-modal trip planning
 - Advanced rideshare matching
 - Gamification, challenges and incentives
 - Automatic commute logging through a smartphone app
 - Personalized and interactive commuter dashboard
 - Easy to use administrative dashboard, data analysis and reporting

Continued participation in this pilot is a low-cost opportunity for SBCTA and Omnitrans to evaluate a cutting-edge, integrated application with one of our major employers that will promote ridesharing, transit and active transportation. Lessons learned with this pilot will be applicable throughout the County. SBCTA is investing more than \$600 million in transit capital improvements within a 10-year period, and it is important that these investments be supported by proactive trip information and marketing, integrated with our ridesharing, active transportation and other first/last mile strategies. This pilot will be an excellent test bed for this type of strategy.

Staff recommends contributing fifty percent of the second year project cost to LLUH, in an amount of \$14,475, to be funded with Measure I 2010-2040 Valley Traffic Management Systems funds. LLUH will enter into a separate agreement directly with the online rideshare platform provider.

Financial Impact:

This item is consistent with the approved SBCTA Fiscal Year 2018/2019 budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 13, 2018. The Procurement Manager and General Counsel have reviewed this item and the draft amendment.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT 18-1001812**BY AND BETWEEN****SBCTA****AND****LOMA LINDA UNIVERSITY HEALTH****FOR****RIDESHARE PILOT PROJECT**

This Amendment No. 1 to Cooperative Cooperative Agreement 18-1001812 ("Agreement"), is made and entered into by and between the San Bernardino County Transportation Authority, ("SBCTA"), whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Loma Linda University Health ("LLUH") whose address is: 11206 Campus St. Loma Linda, CA 92354. SBCTA and LLUH are each a "Party" and collectively the "Parties".

RECITALS:

1. On September 6, 2017, SBCTA approved co-funding a one-year rideshare pilot project with LLUH; and
2. SBCTA and LLUH desire to equally co-fund and extend the pilot project for a second year;

NOW, THEREFORE in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and LLUH agree to as follows:

1. Article 16 shall be deleted in its entirety and replaced with:

"SBCTA will contribute a combined Twenty-nine Thousand Four Hundred Seventy-five Dollars (\$29,475) for the pilot project as follows:

Year One Pilot Contribution	\$15,000
<u>Year Two Pilot Contribution</u>	<u>\$14,475</u>
Total Contribution	\$29,475

2. Article 18 shall be deleted in its entirety and replaced with:

"The term shall begin on the date SBCTA executes this Agreement and continue until June 30, 2020. The term may be extended by mutual written agreement of the Parties."

3. The recitals set forth above are incorporated herein by this reference

4. Except as amended by this Amendment No. 1, all other provisions of the Agreement, and Amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.
5. This Amendment No. 1 is effective upon execution by SBCTA.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement No. 1 below.

LLUH

By:

Ron Neal
Senior Vice President, Finance

Date:

SBCTA

By:

Raymond W. Wolfe
Executive Director

Date:

APPROVED AS TO FORM

By:

Julianna K. Tillquist
Assistant General Counsel

CONCURRENCE

By:

Jeffery Hill
Procurement Manager

Minute Action

AGENDA ITEM: 12

Date: January 9, 2019

Subject:

Amend Cooperative Agreement No. R14050 with the City of Chino for the State Route 60 Central Avenue Interchange Project

Recommendation:

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

Approve Amendment No. 2 to Cooperative Agreement No. R14050 with the City of Chino (City) for the State Route 60 (SR 60) Central Avenue Improvement Project to update the total project cost. The updated total cost estimate is \$31,705,573 with an increase in receivable contribution from the City in the amount of \$6,375,513, for a total receivable contribution of \$18,869,477 for the City's share of the project, and an increase of Valley Measure I Interchange Program funds of \$4,739,060 for a total of \$12,836,096.

Background:

The SR 60 Central Avenue Interchange Project (Project) would address ongoing congestion on Central Avenue and impaired access to SR 60 by widening the existing Central Avenue Bridge and improving both westbound and eastbound onramps. The Project also includes seismic retrofitting of the bridge, construction of stormwater facilities, and replacement landscaping. On June 4, 2014, the San Bernardino County Transportation Authority (SBCTA) Board approved Cooperative Agreement No. R14050 with the City of Chino setting out the roles, responsibilities, and funding shares for the SR 60 Central Avenue Interchange Project. According to the agreement, SBCTA would lead project delivery, including acquisition of right-of-way and construction, and the City would provide oversight. SBCTA and the City based the total estimated Project cost of \$20,591,000 on a concept design and the latest costs for materials and labor in 2014. Total project costs, with the exception of Project Management costs, are shared using a ratio of 41.2% public share (SBCTA) and 58.8% development share (City). Since the approval of Cooperative Agreement No. R14050, an environmental and engineering services contract was approved in 2015 and project development activities began.

In November 2017, Cooperative Agreement No. R14050 was amended to clarify the roles and responsibilities of each agency with respect to right-of-way acquisition and allowing SBCTA to condemn property as needed to construct and manage the Project.

During the course of project development, there were changes to California Department of Transportation (Caltrans) design policies and unanticipated environmental conditions that resulted in changes to the scope of the Project and an increase in the estimated construction capital costs from what was contemplated with the concept design in 2014. The Caltrans design policy changes include updates to the Caltrans Highway Design Manual (HDM) and the Caltrans Ramp Metering Design Manual (RMDM). The RMDM is requiring inclusion of an High Occupancy Vehicle (HOV) by-pass lane for all new or reconstructed onramps and the update also changed the basis used for calculating storage length behind the ramp meters. Changes to the RMDM had the most impact to the Project scope since it required an HOV by-pass lane on both onramps, required the addition of auxiliary lanes on the freeway, and greater storage length on the onramps. Currently, both onramps only carry one lane; the Project will widen the ramps to

Entity: San Bernardino County Transportation Authority

three lanes, including the HOV by-pass lane. The HOV by-pass lane will in turn require the addition of a 1,000-foot long and up to 22-foot high retaining wall on the eastbound onramp and an 800-foot long and up to 22-foot high retaining wall on the westbound onramp.

During the design process, hydrology studies determined that the project area has a very low percolation rate that disallowed the use of traditional stormwater best management practices such as swales or basins. Instead, the Project will require a substantial amount of earthwork to construct pollution prevention infiltration areas adjacent to the SR 60. This work will also affect the existing landscaping within the interchange area that will in turn require replacement landscape planting and hardscape.

In addition to scope changes on the Project, costs for construction materials in general and particularly for concrete and steel have increased since 2014. As a result, projected construction costs that were developed as part of the draft 95% final plans package have increased by an estimated \$11.1 million; costs for some prior phases increased and some had savings, resulting in an overall estimated Project cost increase of \$11.1 million. SBCTA's proportional share of the estimated cost increase is \$4.7 million, which will be funded with Measure I Valley Interchange Program funds. Amendment No. 2 reflects estimated cost changes in the revised funding table. Staff is recommending approval of Amendment No. 2 to Cooperative Agreement No. R14050 to allow the Project to proceed through the construction phase.

ENVIRONMENTAL REVIEW: Not applicable. The approval of this cooperative agreement is not considered a "Project" under CEQA.

Financial Impact:

This item is consistent with the Fiscal Year 2018/2019 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0893 SR 60 Central Avenue Interchange.

Reviewed By:

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 13, 2018. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

General Contract Information

Contract No: R14050 Amendment No.: 2 Sole Source? N/A
 Vendor No.: 00487 Vendor/Customer Name: City of Chino
 Description: Preliminary Engineering, Environmental Document, Right of Way, and PS&E for SR-60 Central Ave
 Estimated Start Date: 07/04/2014 Expiration Date: 12/31/2021 Revised Expiration Date: _____
 List Any SBCTA Related Contracts Nos.: 15-1001091

Dollar Amount							
Original Contract		\$	12,493,964.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	6,375,513.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	18,869,477.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	18,869,477.00

Contract Authorization

Board of Directors _____ Date: 01/09/2019 Board _____ Item # 5377

Contract Management (Internal Purposes Only)

Receivable _____ Receivable _____ No Budget Adjustment _____

Accounts Payable											
Total Contract Funding: _____						Total Contingency: \$ _____					
GL: _____	_____	_____	_____	_____	_____	GL: _____	_____	_____	_____	_____	_____
GL: _____	_____	_____	_____	_____	_____	GL: _____	_____	_____	_____	_____	_____
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GL: _____	_____	_____	_____	_____	_____	GL: _____	_____	_____	_____	_____	_____

Accounts Receivable											
Total Contract Funding: \$ <u>18,869,477.00</u>						Reversion Date: _____					
Funding Agreement No: <u>15-1001091</u>											
GL: <u>6010</u> <u>40</u> <u>0830</u> <u>0893</u> <u>42405002</u> <u>City of Chino</u>	_____	_____	_____	_____	_____	GL: _____	_____	_____	_____	_____	_____
GL: _____	_____	_____	_____	_____	_____	GL: _____	_____	_____	_____	_____	_____
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GL: _____	_____	_____	_____	_____	_____	GL: _____	_____	_____	_____	_____	_____

Paul Melocoton

Paula Beauchamp

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: R14050-02 Contract Summary Sheet (5377 : SR 60 Central Avenue Interchange - City Coop Agreement Amendment No. 2)

AMENDMENT NO. 2 TO AGREEMENT NO. R14050

FOR

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,
PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW),
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL
AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO**

(CITY OF CHINO)

THIS AMENDMENT No. 2 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (AUTHORITY) and the City of Chino (CITY). AUTHORITY and CITY may be collectively referred to herein as PARTIES.

RECITALS

1. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and
2. On November 29, 2017, PARTIES amended AGREEMENT to authorize AUTHORITY to acquire properties needed for PROJECT by Eminent Domain if necessary and CITY will accept properties within CITY's jurisdictional boundaries conveyed by AUTHORITY; and
3. The estimated total cost of PROJECT has increased by \$11,114,573 from \$20,591,000 to \$31,705,573; and
4. PARTIES desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT; and

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. Replace Attachment A in its entirety with the attached Revised Attachment A.
2. Delete Paragraph F of Section II.
3. Delete Paragraph H of Section II in its entirety and replace with the following:

“H. WHEREAS, the CITY desires AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases, and 100% of actual AUTHORITY project management

costs are the sole responsibility of CITY in accordance with AUTHORITY Policy 40005/VFI-34; and”

4. Delete Paragraph I of Section II in its entirety and replace with the following:
 “I. WHEREAS, the remaining PROJECT costs, aside from AUTHORITY project management costs, shall be funded with 58.8% Development Share funds and 41.2% Public Share funds, as defined by the Nexus Study and the AUTHORITY Measure I 2010-2040 Strategic Plan; and”
5. Delete Paragraph C of Section III in its entirety and replace with the following:
 “C.To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost as shown in Revised Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Revised Attachment A, however, the combined AUTHORITY contribution to PROJECT cost shall not exceed the total shown in Revised Attachment A without an amendment to this agreement.”
6. Delete Paragraph A of Section IV in its entirety and replace with the following:
 “A.To reimburse AUTHORITY for the actual costs incurred for the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT and for AUTHORITY project management costs as shown in Revised Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Revised Attachment A, however, the combined CITY contribution to PROJECT cost shall not exceed the total shown in Revised Attachment A without an amendment to this agreement.”
7. Delete CITY’s contact information in Paragraph R of Section V and replace with the following:
 Director of Public Works
 13220 Central Avenue
 Chino, CA 91710
 Telephone: (909) 334-3400
8. The Parties understand that the PROJECT cost provided in this Amendment No. 2 is an estimate and there is a potential for cost increases or decreases. If a cost increase becomes apparent, PARTIES agree to work in good faith to amend AGREEMENT.
9. The recitals of this Amendment No. 2 are incorporated into the Agreement by reference.
10. All other provisions of AGREEMENT shall remain in full force and effect and are incorporated into this Amendment.

11. This Amendment No. 2 is effective on the date signed by AUTHORITY.
12. This Agreement may be signed in counterparts, each of which shall constitute an original.

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

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF CHINO

By: _____
Darcy McNaboe
President, Board of Directors

By: _____
Matthew Ballantyne
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Fred Galante
City Attorney

APPROVED AS TO CONTENT:

By: _____
Amer Jakher
Assistant City Manager/PW

ATTEST:

By: _____
Angela Robles
City Clerk

Attachment: R14050-02 (5377 : SR 60 Central Avenue Interchange - City Coop Agreement Amendment No. 2)

Revised Attachment A
PROJECT DESCRIPTION

AUTHORITY and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

PROJECT FUNDING TABLE

Public Share: 41.2%

Nexus Development Impact Fee Share (DIF, "Development Share"): 58.8%

Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is AUTHORITY's contribution. Development Share is CITY's contribution.

Phase	Estimated Cost	Public Share	Development Share
Project Study Report	\$444,500	\$183,134	\$261,366
Project Report and Environmental Approval	\$637,999	\$262,856	\$375,143
Plans, Specifications, and Estimates	\$1,450,169	\$597,470	\$852,699
Right of Way Acquisition	\$711,023	\$292,941	\$418,082
Construction & Construction Management	\$27,579,882	\$11,362,911	\$16,216,971
Landscape Maintenance	\$332,000	\$136,784	\$195,216
AUTHORITY Project Management	\$550,000	\$0	\$550,000
TOTAL	\$31,705,573	\$12,836,096	\$18,869,477

PROJECT SCHEDULE

Milestones	Estimated Completion Date
Environmental Approval	January 2018
Plans, Specifications, and Estimates Approval	July 2019
Right of Way Certification	July 2019
Construction Start	November 2019
Completion for Beneficial Use	March 2021

Minute Action

AGENDA ITEM: 13

Date: January 9, 2019

Subject:

State Route 210 Pepper Avenue Interchange - Establish Existing Planting

Recommendation:

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

A. Authorize the release of Request for Proposals (RFP) 19-1002072 for Construction Management Services for the State Route 210 (SR 210) Pepper Avenue Interchange Establish Existing Planting (EEP) Project.

B. Authorize the release of Invitation for Bids (IFB) 19-1002073 for plant establishment work for the SR 210 Pepper Avenue Interchange EEP Project.

Background:

Construction of the SR 210 Pepper Avenue Interchange began in March 2017. The work included construction of new freeway ramps, widening of Pepper Avenue, the addition of retaining walls, traffic signals, drainage improvements, landscape irrigation, and planting. In mid-2018, construction of the major features of the project was largely completed and on August 10, 2018, the one-year Plant Establishment (PE) period began.

Consistent with the San Bernardino County Transportation Authority (SBCTA) Board's commitment to the California Department of Transportation (Caltrans) concerning landscape construction along the SR 210 Corridor, including Segments 8, 9, 10 and 11, the SR 210 Pepper Avenue Interchange will require a four (4) year EEP period following the one-year PE period. At the conclusion of the EEP period, Caltrans will assume maintenance responsibilities of the landscaping.

Staff is recommending the Board authorize release of IFB 19-1002073 to seek qualified contractors to complete the EEP at the project site and RFP 19-1002072 for procurement of a construction management firm to manage the EEP work. Both the construction contract and construction management services contract will be funded with San Bernardino County Measure I 1990-2010 funds. These contracts will need to be in place before the end of the PE period to ensure continuity in landscape maintenance.

Financial Impact:

This item is consistent with the adopted Fiscal Year 2018/2019 Budget under Task No. 830 Interchange Projects, Sub-Task No. 0883 SR 210 Pepper Avenue Interchange.

Reviewed By:

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 13, 2018. SBCTA General Counsel and Procurement Manager have reviewed the item and drafts of the RFP and IFB.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
January 9, 2019
Page 2

Approved
Board of Directors
Date: January 9, 2019
Witnessed By:

San Bernardino County Transportation Authority

ATTACHMENT A - SCOPE OF WORK

CONSTRUCTION MANAGEMENT

Establish Existing Planting (EEP) Construction Management Services for State Route 210 (SR-210) Pepper Avenue Interchange Project

INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
 - 1. Pre-Award Services
 - 2. Bid Process
 - 3. Project Administration
 - 4. Project Coordination
 - 5. Landscape Construction/Maintenance Inspection
 - 6. Cost and Schedule
 - 7. Contract Change Orders and Claims
 - 8. Safety
 - 9. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY SBCTA
- G. STANDARDS
- H. LIMITATIONS TO AUTHORITY
- I. THIRD PARTY RELATIONSHIPS
- J. PROJECT SITE SAFETY
- K. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SBCTA) will utilize the services of CONSULTANT to support highway landscaping EEP maintenance contract of the SR-210 Pepper Avenue Interchange as constructed per the landscape as-built plans and specifications.

Total duration of contract is anticipated to be 51 months including approximately one month to initiate the work and two months for closeout. EEP is anticipated to begin in August 2019 and conclude in August 2023.

CONSULTANT shall provide qualified landscape inspection personnel to perform a wide variety of maintenance management, inspection and contract administration duties as outlined in this Scope of Services for the Project.

The SBCTA Project Manager (“Designee”) for this contract will be:

Mr. Mike Barnum, SBCTA Construction Manager

The CONSULTANT shall report to and receive direction from SBCTA through the SBCTA Project Manager, or his designees. The SBCTA Project Manager is responsible for oversight of all SBCTA construction activities and for directing the efforts of the total construction team. He/she will be the main contact and primary source of information between SBCTA, Caltrans, cities, outside agencies, supporting consultants and the public.

B. PERFORMANCE REQUIREMENTS

Landscape Maintenance Management: CONSULTANT shall furnish personnel to serve in the following roles: Project Manager, Resident Engineer, licensed Landscape Architect, Office Engineer and Field Inspection. Personnel can serve multiple roles. Proven staffing efficiency is critical. The Project Manager shall coordinate CONSULTANT operations with SBCTA. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer and the licensed landscape architect. The Resident Engineer shall be a civil engineer licensed in the State of California and will be responsible for contract administration activities. The Resident Engineer may also serve as the licensed Landscape Architect. The Resident Engineer shall direct and coordinate maintenance activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. It is desirable that the Project Manager and/or Resident Engineer also be a licensed Landscape Architect.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities.

Resumes of personnel must be submitted to SBCTA for review and approval prior to assignment to the Project. SBCTA and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SBCTA. If,

in the opinion of SBCTA, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SBCTA, SBCTA may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the maintenance Contractor. If necessary, overtime for CONSULTANT personnel may be required. The maintenance Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. On days when work is not performed by the maintenance contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SBCTA Project Manager. The Project Manager, with concurrence from SBCTA, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the maintenance Contractor. From time to time, overtime may be required. However, all overtime required by CONSULTANT personnel shall be approved and authorized by SBCTA prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SBCTA, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that maintenance is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SBCTA and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional control for traffic control.

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

C. DUTIES AND RESPONSIBILITIES

1. Pre Award Services

CONSULTANT shall assist SBCTA, as requested, with the following tasks:

a. Plan Review

CONSULTANT shall review contract documents prior to beginning of Landscape Maintenance. Tasks include review of plans, specifications, technical reports, the RE Pending file, and associated items in order to verify completeness and

consistency throughout the Project. At minimum, CONSULTANT shall check for potential conflicts, plant adaptability and plant testing specifications and consistency between plans and specifications.

b. Budget

CONSULTANT shall review the Project estimate and provide recommendations to SBCTA, as appropriate, to help ensure efficient utilization of funds and control of project costs.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist SBCTA, as requested, with the following tasks:

1. Review of bid documents
2. Preparation of bid tabulations
3. Preparation and conduction of Pre-bid Meeting

b. Pre-construction Meetings

CONSULTANT shall assist SBCTA in conducting one or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, Caltrans, cities, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SBCTA, as requested, with the following tasks:

1. Review of bid for completeness and responsiveness
2. Perform bid analysis
3. Development of contractor payment schedules, and other procedural items.
4. Checking Contractor references, licenses, insurance, and sureties.
5. Coordination with prospective Contractor for award of maintenance contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

a. CONSULTANT shall administer project Landscape Maintenance contracts using Caltrans Construction Manual as a guideline.

b. CONSULTANT shall conduct regular project coordination meetings with Contractor, SBCTA, local agencies, and design engineer, as appropriate.

CONSULTANT shall record minutes of these meetings and status/track all resulting action items.

- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SBCTA for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SBCTA and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- f. CONSULTANT shall establish and maintain a filing system following the SBCTA Filing Categories using the Caltrans Construction Manual as a guideline.
- g. CONSULTANT shall monitor Contractors' Landscape Maintenance schedule on an ongoing basis and alert SBCTA to conditions that may lead to delays in completion of the Project.
- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project. The activity report shall include status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; maintenance activities completed, ongoing, and upcoming; status of project budget and schedule, and other highlights and critical issues.
- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SBCTA, Caltrans and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.
- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the maintenance contract.
- m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

- o. CONSULTANT shall maintain redlined drawings on an ongoing basis throughout the duration of the project. Redlined drawings shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable.

4. Project Coordination

- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer and as many qualified inspectors needed to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SBCTA and any affected utility companies. CONSULTANT may, when requested by SBCTA, act as point of contact between design engineers, Caltrans, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to project right-of-way to ensure timely communication regarding maintenance activities and scheduling.
- c. CONSULTANT shall maintain regular contact with SBCTA's Project Manager through daily briefings, in-person and/or by telephone.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the assigned utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to start of any specific element and report such findings to SBCTA. Should SBCTA determine that changes are necessary; CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents and executed Cooperative Agreement with Caltrans.
- f. CONSULTANT shall provide all required monitoring, coordination and tracking of contractor progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall SBCTA maintenance program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SBCTA Project Manager, or his designee. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Project Manager, or his designee, and the design engineer.
- . CONSULTANT shall coordinate all Project maintenance activities with other on-going projects within and adjacent to the Project limits.
- i. CONSULTANT shall review the project for permit compliance and coordinate with SBCTA and Caltrans Landscape Construction Oversight to ensure that necessary permits are obtained. CONSULTANT shall assist SBCTA in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

5. Landscape Maintenance Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate State and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SBCTA immediately regarding any directives, recommendations, notices, etc. received from agencies other than SBCTA.
- b. CONSULTANT shall perform on-site observations of the progress and quality of the Landscape Maintenance, as needed, to determine if the work being performed is in general conformance with the contract documents applicable laws, codes, and ordinances.
- c. CONSULTANT shall establish and maintain cooperative relations with those contacted during the course of work and be able to communicate effectively, both orally and in writing. Except as otherwise directed by the SBCTA Project Manager, all written, project related correspondence prepared by CONSULTANT shall be issued on CONSULTANT's letterhead and not on SBCTA's letterhead.
- d. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.
- e. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, and safety standards. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be familiar with the construction requirements of the California State Water Resources Control Board (SWRCB) and the Caltrans' Storm Water Pollution Prevention Program.
- f. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 1. Subgrade inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that landscape maintenance of the Project is being performed in accordance with the contract documents.
 2. Identifying actual and potential problems associated with the Project and recommending sound solutions. Inspection personnel should be capable of identifying common plant diseases and/or pests together with their

respective eradication techniques, directing plant adaptability requirements, and recognizing proper planting and pruning techniques.

3. Schedule sampling and testing of construction materials in accordance with Caltrans procedures.
4. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
5. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
6. Preparing Landscape Construction sketches, drawings, and cross-sections, as necessary, including a registered Landscape Architect seal on drawings as may be required by approving agencies.
7. Assisting in the preparation of as-built plans.
8. Providing inspections for environmental compliance.
9. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
10. Maintaining awareness of water conservation measures and monitoring Contractor's compliance with local ordinances and other regulations regarding water use.
11. Monitoring Contractors' compliance with applicable regulations required by AQMD and SWRCB.
12. Other duties as may be required or reasonably requested.

6. Cost and Schedule

- a. CONSULTANT shall monitor and track the following:
 1. Contract pay item quantities and payments
 2. Contract change orders
 3. Supplemental work items
 4. Agency furnished materials
 5. Contingency balance
 6. Project budget
- b. CONSULTANT shall review and monitor Contractor's schedule and inform SBCTA of any significant changes or deviations in the schedule.

- c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SBCTA, the staffing plan shall be periodically updated to reflect Project progress and needs.

7. Contract Change Orders and Claims

- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SBCTA shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
- b. CONSULTANT shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SBCTA prior to its preparation. Unless directed otherwise by SBCTA, the preferred method of payment for Contract Change Orders should be as follows
 - 1. Agreed Price
 - 2. Adjustment in compensation to a bid item
 - 3. Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SBCTA as determined by SBCTA's Construction Manager.
- d. CONSULTANT shall assist SBCTA, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SBCTA or the Project.

8. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SBCTA with monthly status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.

- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

9. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall oversee the consolidation of all as-built information collected during the course of work on the project for the final preparation and formal submittal to SBCTA, including Irrigation drawings and SWPPP provisions as applicable.
- c. CONSULTANT shall review and certify completeness of as-built drawings to the extent of CONSULTANT's knowledge.
- d. CONSULTANT shall prepare and deliver to SBCTA a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD User's Manual, Plans Preparation Manual, and CALTRANS practice.
- e. CONSULTANT shall conduct a final walk-through with SBCTA, Caltrans Landscape Construction Oversight, Local Agencies, Contractors and Caltrans Maintenance.
- f. CONSULTANT shall prepare final maintenance reports including the Project Completion Report.
- g. CONSULTANT shall prepare and deliver to SBCTA all project files.
- h. CONSULTANT shall assist SBCTA and Contractor in obtaining final release of all project permits.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries and Resident Engineer's (and Landscape Architect's) daily diaries.
- 2. Monthly Project Activity Summary Reports.
- 3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 4. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after acceptance by SBCTA of the completed maintenance project.
- 5. Project Completion Report.

6. All project files, project reports, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records.
7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SBCTA.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with locking tool boxes and detachable flashing yellow lights.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to help assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable project plans, specifications, and appropriate standards (see item G below).

F. MATERIALS TO BE FURNISHED BY SBCTA

1. SBCTA will provide copies of all Project Landscape Maintenance documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.
2. SBCTA will provide copies of all previously secured permits and Project authorizations.
3. SBCTA will provide copies of all electronic design files for use in development of As-built plans.

G. STANDARDS

All inspection and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans manuals including:

1. Construction Manual and its revisions
2. Quality Assurance Program Manual
3. Manual of Uniform Traffic Control Devices (MUTCD) and MUTCD California Supplement.
4. Caltrans Standard Specifications and Standard Plans

5. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
6. CALTRANS' CADD User's Manual and Plans Preparation Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

The Resident Engineer and SBCTA will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SBCTA Project Manager.

H. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SBCTA.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by SBCTA.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for maintenance means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the Project, SBCTA has worked closely with various professional consultants, agencies, and others in the preparation of the maintenance documents and other Project related materials. SBCTA, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from SBCTA and shall regularly inform **only** SBCTA of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SBCTA enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SBCTA. Unless otherwise specifically directed by SBCTA, all oral and written communication with outside agencies or consultants related to the project shall be directed only to SBCTA. Distribution of Project related communication and information shall be at the sole discretion of SBCTA representatives.

J. PROJECT SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.
4. All safety equipment will be provided by CONSULTANT.

K. PERSONNEL QUALIFICATIONS

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by SBCTA. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the project shall have the following minimum qualifications:

1. Project Manager

Minimum qualifications shall be as follows:

- a. Six (6) years project management experience on similar highway Landscape Construction projects is desired.
- b. Ability to use typical computer software for word processing and preparing spreadsheets.
- c. Licensed landscape architect in the State of California is desired.
- d. Reasonably accessible to SBCTA during normal working hours.

- e. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.

The Project Manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT personnel.
- b. Assign personnel to projects on an as-needed basis
- c. Administer personal leave.
- d. Prepare monthly reports for delivery to SBCTA

2. Resident Engineer

Minimum qualifications shall be as follows:

- a. Eight (8) years resident engineer experience on similar highway landscaping construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Licensed Landscape Architect in the State of California is desired.
- d. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- e. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- f. Ability to use typical computer software for word processing and preparing spreadsheets.
- g. Reasonably accessible to SBCTA during normal working hours.
- h. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.
- i. Ability to work independently, make effective decisions concerning construction work in progress and solve field problems.
- j. Possess a thorough understanding of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the

National Pollution Discharge Elimination System (NPDES) as they relate to highway Landscape Construction projects.

- k. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.
- l. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

The Resident Engineer will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT's Assistant Resident Engineers and inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate utility service installations and/or relocations with appropriate agencies and the utility inspector.
- f. Act as prime contact between SBCTA, SBCTA's Project Manager or his designee and various project Contractors.
- g. Prepare monthly reports for delivery to SBCTA.

3. Licensed Landscape Architect

Minimum qualifications shall be as follows:

- a. A minimum of four (4) years' experience on similar maintenance projects is desired.
- b. Licensed Professional Landscape Architect in the State of California
- c. Ability to work independently, make effective decisions concerning maintenance work in progress and solve field problems.
- d. Accessible to SBCTA at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.

- g. Ability to use typical computer software for word processing and preparing spreadsheets.
- h. Reasonably accessible to SBCTA during normal working hours.
- i. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.
- j. Ability to work independently, make effective decisions concerning maintenance work in progress and solve field problems.
- k. Possess a thorough understanding of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the National Pollution Discharge Elimination System (NPDES) as they relate to highway Landscape Construction projects.
- l. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.
- m. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

The Landscape Architect will assume the following functional responsibilities.

- a. Monitor and provide direction to CONSULTANT inspection personnel concerning contractor compliance with special provisions and plant maintenance.
- b. Monitor and track Contractor progress.
- c. Prepare daily, weekly and monthly reports as required.

4. Field Inspector

Minimum qualifications shall be as follows:

- a. Eight years (8) construction inspection experience as related to Caltrans or other major highway Landscape Construction projects or a four-year degree in the field of civil engineering or landscape architecture and four years of similar construction experience is desired.
- b. Possess general knowledge of Caltrans Erosion Control & Highway Planting Standards and construction practices, physical characteristics and properties of landscaping construction materials, and approved methods and equipment used in making physical tests of Landscape Construction materials.

- c. Possess general knowledge of hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- d. Possess a general understanding of local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) as they relate to highway Landscape Construction projects.
- e. Possess a general understanding of local ordinances and other regulations regarding water use restrictions and water conservation measures as related to landscape irrigation.
- f. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication
- g. Ability to work independently, make effective decisions concerning maintenance work in progress and solve field problems.
- h. Ability to direct the efforts of subordinate inspectors.
- i. Possess a general understanding of Caltrans field and construction office procedures.
- j. Ability to use typical computer programs for word processing and preparing spreadsheets.

The Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction, including commissioning of electrical irrigation controllers and other types of automatic water coverage and monitoring systems.
- b. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Maintain accurate and timely project records. Perform quantity calculations for progress pay estimates.
- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Office Engineer

Minimum Qualifications shall be as follows:

- a. Four years (4) construction inspection/office engineering on similar highway Landscape Construction projects is desired.
- b. Knowledge of Caltrans Office of Highway Landscaping Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

- a. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
- b. Prepare and process contract change orders.
- c. Monitor maintenance budget and schedule.
- d. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
- e. Perform routine calculations and checking of quantities.
- f. Coordinate all office activities and functions with SBCTA representatives.

6. Materials Testing Project Manager

Minimum qualifications shall be as follows:

- a. A minimum four (4) years project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.

The materials testing project manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT's laboratory and field personnel.
- b. Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
- c. Administer personal leave, subject to approval of the Resident Engineer.
- d. Prepare monthly reports for delivery to the Resident Engineer.
- e. Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.

Material testing personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the AUTHORITY Construction Manager.

7. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the Project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.
- d. Specific qualifications for technicians are as follows:

1) CONSTRUCTION TECHNICIAN I

- a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:
 - i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting

spread operations.

- ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.

b) Knowledge and Skills Required

- i. Knowledge of tools, equipment and vehicles utilized in construction.
- ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
- iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
- iv. Knowledge of record keeping, preparing of documents and reports.

2) CONSTRUCTION TECHNICIAN II

a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:

- i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
- ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
- iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
- iv. Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
- v. Answers questions and resolves problems.
- vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
- vii. Keeps daily diary of work progress.
- viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
- ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classification.
- ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control

- equipment.
- iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other AUTHORITY/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

- a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:
 - i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
 - ii. Perform a variety of structural material tests and inspections.
 - iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
 - iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
 - v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
 - vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.
 - vii. Recommends approval of proposed Project changes.
- b) Knowledge and Skills Required
 - i. All knowledge and skills required of lower classifications.
 - ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
 - iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
 - iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
 - v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other AUTHORITY/Caltrans staff.

8. Construction Surveying Project Manager

Minimum qualifications shall be as follows:

- a. A minimum four (4) years' project management experience on similar construction projects is desired.
- b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.
- c. Accessible to the Resident Engineer and AUTHORITY at all times during normal working hours as specified in this Scope of Services.

Under the direction of the Resident Engineer, the Project Manager will be responsible for:

- a. Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
- b. Assign personnel to projects on an as-needed basis.
- c. Administer personal leave, subject to approval of the Resident Engineer.\
- d. Prepare monthly reports for delivery to the Resident Engineer.

9. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
 - 1) A licensed Land Surveyor in the State of California.
 - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
 - 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).
- b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:
 - 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.

- 2) Ability to make effective decisions concerning field problems and work in progress.
- 3) Familiarity with typical coordinate geometry computer programs.
- 4) Familiarity with safety requirements for surveying near traffic.

c. The Party Chief(s) will assume the following responsibilities:

- 1) Perform construction staking services for Project construction.
- 2) Administer day to day activities for the survey party.
- 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
- 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

10. Survey Crews

a. Qualifications for survey crew members should include the following:

- 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
- 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
- 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
- 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

- 1) Perform basic calculations to support construction staking.
- 2) Maintain continuous communication with Party Chiefs and office personnel.

Minute Action

AGENDA ITEM: 14

Date: January 9, 2019

Subject:

Interstate 215 Bi-County Landscaping Design Award

Recommendation:

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

A. Approve award of Contract No. 19-1002005 with EXP U.S. Services, Inc. for the Interstate 215 (I-215) Bi-County Landscape Project environmental, design, and right of way services in an amount not-to-exceed \$1,155,065.42.

B. Approve a contingency amount for Contract No. 19-1002005 of \$115,507 and authorize the Executive Director or designee to release contingency as necessary for the project.

Background:

In June 2015, new High Occupancy Vehicle (HOV) lanes constructed as part of the I-215 Bi-County Project (Project) were opened to the public. Final construction activities were completed by the contractor in late 2015 and, subsequently, closeout activities began. The Project's environmental document required follow-up corridor landscaping. To comply with this requirement and since the proposed landscape improvement work was not in the scope of the previous approved project report and environmental document, preliminary engineering and environmental document including a supplemental project report are now being initiated for the landscaping of the I-215 Bi-County corridor. This landscaping work is included in the 2017 San Bernardino County Transportation Authority (SBCTA) 10-Year Delivery Plan.

The I-215 Bi-County Landscape project proposes drought tolerant, low maintenance highway planting, addition of irrigation infrastructure with smart technology, and construction of hardscape beginning at the I-215 Orange Show Road Interchange in San Bernardino and ending at the San Bernardino/Riverside County line which is just south of the I-215 Iowa Avenue/La Cadena Drive Interchange in the City of Colton. The landscaping on the corridor is planned to end at the Riverside County line due to limited planting areas and potential future improvements within the Riverside County portion and per discussion with Riverside County Transportation Commission (RCTC). The estimated landscaping construction capital cost is \$7 million.

On April 4, 2018, the SBCTA Board of Directors approved the release of a Request for Proposals (RFP) to procure a professional services contract to prepare a Supplemental Project Report (PR), Environmental Document (ED), and Plans, Specifications and Estimates (PS&E) for the I-215 Bi-County Project.

RFP 18-1001821 was released on April 9, 2018 and sent electronically to approximately 610 consultants registered on PlanetBids. When the RFP closed on June 12, 2018, only one proposal was received from Tatsumi and Partners, Inc. Staff conducted an outreach effort by sending an email to the 52 vendors who downloaded the RFP to find out why they did not submit a proposal. Responses were obtained from 24 vendors and reasons for not submitting a proposal included the inability to find teaming partners, resource availability issues, confusion about whether an engineering firm or a landscape architect should be the prime, and perception that a firm with a large portfolio of finished California Department of Transportation (Caltrans) type

Entity: San Bernardino County Transportation Authority

projects is preferred. On July 2, 2018, after internal staff discussion and consultation with the Caltrans Evaluation Panel members, it was recommended to cancel RFP 18-1001821 and initiate a new RFP. Based on the outreach and the responses received from interested vendors, the RFP has been revised with the following requirements:

- Either a landscape architectural firm or an engineering firm could be the prime for this project.
- Require at a minimum a California Professional Landscape Architect and a California Professional Engineer as key personnel of the project.
- Firm with Caltrans experience is desired but not mandatory.

Upon recommendation by staff, the SBCTA Executive Director approved the re-release of a new RFP. RFP 19-1002005 was released on August 20, 2018, and sent electronically to approximately 632 consultants registered on Planet Bids.

Two (2) proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Analyst and found both proposals to be responsive.

The proposals were disseminated to evaluation committee members on September 26, 2018. A copy of the Score Sheets and the Declaration of Impartiality and Confidentiality form were also distributed to the committee members. The evaluation committee was comprised of: one (1) SBCTA staff member, one (1) member from the City of Colton, and two (2) members from Caltrans District 8.

Interviews were conducted with both firms on October 17, 2018. At the completion of the interviews, the evaluation committee separately scored the interviews.

The Committee considered both offerors qualified to perform the work specified in the RFP. The highest ranked firm, EXP U.S. Services, Inc. (EXP) is being selected due to their knowledge of the project, experience and staffing plan.

As a result of the scoring, the evaluation committee recommends that the contract to perform the scope of work as outlined in RFP 19-1002005 be awarded to EXP. EXP ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the scope and proposed a solid team. Evaluation forms and reference checks are located in the Contract Audit File.

The scope of work and fee were negotiated resulting in a not-to-exceed contract amount of \$1,155,065.42. The fee is in line with the independent cost estimate. This work is anticipated to take 46 months to complete. In addition, staff is requesting approval of a contingency in the amount of \$115,507 and to authorize the Executive Director or designee to release contingency as necessary for the project.

Financial Impact:

This item is consistent with the Fiscal Year 2018/2019 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0839 I-215 Bi-County HOV Gap Closure Project.

Reviewed By:

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 13, 2018. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft contract.

Board of Directors Agenda Item
January 9, 2019
Page 3

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors
Date: January 9, 2019
Witnessed By:

San Bernardino County Transportation Authority

Contract No.:	<u>19-1002005</u>	Amendment No.:	<u>0</u>	Sole Source?	No
Vendor No.:	<u>03441</u>	Vendor/Customer Name:	<u>EXP</u>		
Description:	<u>I-215 Bi-County Landscape Project - Environmental, Design, and Right of Way services</u>				
Estimated Start Date:	<u>01/09/2019</u>	Expiration Date:	<u>12/04/2023</u>	Revised Expiration Date:	<u>N/A</u>
List Any SBCTA Related Contracts Nos.:	<u>18-1001820 (Cooperative Agreement with Caltrans)</u>				

Contract Authorization				
Board of Directors	Date:	01/09/2019	Board	Item # 5375

Payable	Other Contracts	No Budget Adjustment
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Accounts Receivable														
Total Contract Funding:		\$ _____ -												
Funding Agreement No: _____										Reversion Date: _____				
GL:														-
GL:														-
GL:														-
GL:														-
GL:														-
GL:														-

Task Manager (Print Name)

Attachment: 19-1002005 CSS (5375 : I-215 Bi-County Landscaping Design Award)

EXHIBIT A - SCOPE OF WORK

19-1002005

San Bernardino County Transportation Authority (SBCTA) is seeking professional services for the development of a Supplemental Project Report (PR), Environmental Document (ED), and Plans, Specifications and Estimate (PS&E) for the Interstate 215 (I-215) Bi-County Landscaping Project ("Project") starting at the I-215/Orange Show Road interchange in the City of San Bernardino to the San Bernardino County and Riverside County line (EA 0M94L).

San Bernardino County Sales Tax Measure I Funds will be used to cover the cost of the preparation of the PR, ED and PS&E. Construction is anticipated to be funded by local funds with possibility of federal funds. The project would enhance the visual characteristics of the I-215 Corridor along the project segment.

Preliminary Engineering Services as part of the preparation of the PR are anticipated to include preliminary landscape concepts, exhibits and display boards, and preparation of various engineering reports.

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

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

I. APPLICABLE STANDARDS

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

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PR, ED, and PS&E.
- C. The deliverables list for the PR, ED and PS&E will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT meeting. A deliverables

matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.

- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- H. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- I. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information.
- J. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the *California and Local Building Codes* within the project limits. For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040.
- K. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered landscape architect most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

III. ASSUMPTIONS

- A. One build and one no-build alternative will be evaluated in the PR and ED to address the operational deficiencies of the Project.
- B. There will be three meetings per month during the duration of this contract, including one mandatory monthly PDT meeting.
- C. CONSULTANT will coordinate with SBCTA and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.

- D. Assume one peer review and two Caltrans reviews for each major deliverable. Twenty (20) hard copies are assumed for each major deliverable.
- E. The NEPA Environmental Document is assumed to be a Categorical Exclusion (CE). The CEQA Environmental Document is assumed to be a Categorical Exemption (CE).
- F. A screened undertaking is appropriate for compliance with Section 106 of the National Historic Preservation Act.
- G. The recent I-215 Bi-County As-Built plans will be made available to the CONSULTANT for use in development of landscape architecture and other supporting engineering plans.
- H. Assume the interchanges (ramps and open space adjacent to the ramps) at Washington Street and I-10 are excluded from this project. Only the I-215 mainline passing through these interchnages are included in the project.
- I. Assume only planting and irrigation will be required for the interchanges at Iowa Avenue and Barton Road. Hardscape is already constructed at Iowa Avenue and hardscape will be constructed as part of the current I-215/Barton Road interchange construction project.
- J. Assume a total of 11 new irrigation controllers and associated electrical points of connection. Up to five (5) irrigation controllers will be proposed along the I-215 mainline. Irrigation controllers are also proposed at the following interchanges:
 - La Cadena Drive
 - Orange Show Road
- K. Assume all irrigation controllers will be owned and maintained by Caltrans. No irrigation controllers will be within City or County jurisdiction.
- L. Preparation of Electrical Plans for the fiber optic communication will involve splicing a new 12 single mode fiber optic (SMFO) cable to the existing mainline fiber optic cable.
- M. Assume Caltrans shall provide available fiber optic strands.
- N. Assume modification to the fiber optic mainline system will not be needed other than to splice a 12 SMFO cable to connection to the irrigation controllers.
- O. Assume the existing red gravel mulch located between asphalt concrete dike and retaining/sound walls from the San Bernardino/Riverside County line and the Washington Street interchange shall remain in place. These areas are excluded for any planting and irrigation design.
- P. Assume that any area above the retaining walls (north and south bound) between the Barton Road interchange and approximately 2,000 feet north of the Newport Avenue bridge is excluded from planting and irrigation design.

Task 100 Project Management

SCOPE OF SERVICES

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

TASK 100 - PROJECT MANAGEMENT

100.10 Project Management

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

Deliverables:

- *Monthly Progress Reports*

100.10-1 Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with SBCTA, and shall conduct meetings and coordination with other stakeholders, including Caltrans and other agencies, in monthly Project Development Team (PDT) meetings or technical workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, Communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

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

100.10-2 Administration

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

CONSULTANT Project Manager shall prepare and implement a Quality Control/Quality Assurance (QA/QC) Plan and a Risk Management Plan following SBCTA format and

content requirements; CONSULTANT Project Manager will be responsible for adherence to all applicable SBCTA administrative policies and procedures.

Deliverables:

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

TASK 160 – PRELIMINARY ENGINEERING STUDIES & PROJECT REPORT

Task 160.05 Review Updated Project Information

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

Deliverables:

- *Project Records Files*

Task 160.10 Engineering Studies

CONSULTANT shall perform all necessary Engineering Studies and preliminary design work required for the preparation of a Project Report, development and refinement of viable Project Build Alternatives, selection of the preferred alternative, and initiation of final design efforts. All engineering studies performed and reports prepared shall meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual, and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Task 160.10.25 Storm Water Data Report

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

Deliverables:

- *Storm Water Data Report*

Task 160.10.30 Highway Planting Design Concepts

CONSULTANT shall prepare highway planting concepts for the I-215 Mainline within the project limits. The highway planting concepts shall include the following interchanges:

- Iowa Avenue (hardscape design excluded)
- Barton Road (hardscape design excluded)

- Orange Show Road

The concept will utilize topographic and right-of-way base mapping provided by SBCTA. The concept will be based on vision documents previously prepared by Caltrans and shall also include a design charrette to be held with SBCTA, Caltrans, and stakeholders based on the hours budgeted.

Deliverables:

- *Highway Planting Design Concept and Design Charrette*

Task 160.10.40 Right of Way Data Sheets

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for the project. This task shall include the results of utility record searches and cost for any potential relocations. Results of this assessment will be used as basis for estimating ROW costs.

Deliverables:

- *ROW Data Sheets*

Task 160.10.45 Utility Locations Determined for Preliminary Engineering

CONSULTANT shall review utility as-built plans and perform utility record searches. Results of this assessment will support estimating ROW costs.

Deliverables:

- *Utility Research and Costs*

Task 160.10.80 Geotechnical Information

CONSULTANT shall review geotechnical information prepared as part of the I-215 Bi-County HOV Gap Closure project and provide recommendations appropriate for the landscape architecture scope of work. This task does not include any field work.

Deliverables:

- *Review of existing geotechnical information*

Task 160.10.95 Preliminary Transportation Management Plan

CONSULTANT shall prepare a preliminary transportation management plan in support of the supplemental project report.

Deliverables:

- *Preliminary Transportation Management Plan*

Task 160.15 Supplemental Project Report

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

acceptability by the SBCTA.

Deliverables:

- *Draft Project Report*

Task 160.45 Base Maps and Plan Sheets for PA&ED Development

CONSULTANT shall prepare base maps for highway planting for the PA&ED phase. These plan sheets shall be included in the Supplemental Project Report.

Deliverables:

- *Highway Planting Base Sheets*

TASK 165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT

Task 165.10 General Environmental Studies

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

Task 160.10.20 Visual Impact Analysis

CONSULTANT shall perform a visual impact analysis and prepare a visual impact analysis report which will be referenced in the environmental document. Up to two visual simulations are anticipated for this project. This task may include coordination with local agencies, citizens groups, and business groups related to community design and scenic issues. Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

Deliverables:

- *Visual Impact Analysis Report*

Task 160.10.65 Paleontology Study

CONSULTANT shall perform a paleontology study to identify and evaluate potential impacts to paleontological resources in the project area. This task shall include an assessment of the project area's potential to contain significant paleontological resource through literature search of paleontological resources in the region, if necessary,

consultation with paleontologists with expertise in the region, and preparation of a Paleontological Identification Report (PIR). If necessary, CONSULTANT may prepare a Paleontological Evaluation Report (PER) and a Paleontological Monitoring Plan (PMP).

Deliverables:

- *Paleontological Identification Report*

Task 160.10.80 Hazardous Waste Initial Site Assessment

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

Deliverables:

- *Initial Site Assessment Report*

Task 160.15 Biological Studies

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

Task 2.160.15.20 Natural Environment Study

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

Deliverables:

- *Natural Environment Study Report*

Task 160.20 (165.20.05 & 165.20.20) Cultural Resources Studies

CONSULTANT shall perform cultural resources studies to assess potential impacts to archaeological and historic resources in the project area. Cultural studies perform shall

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

Deliverables:

- *Archeological Survey (165.20.05) and Historic Properties Survey Report (HPSR – 165.20.20)*

TASK 170 – PERMITS & AGREEMENTS

Task 170.05 Determine Required Permits & Task 2.170.10 Obtain Permits

At this time, CONSULTANT does not anticipate obtaining any permits and agreements based on the scope of work and therefore, this task is excluded.

TASK 185 – PREPARE BASE MAPS AND PLAN SHEETS

Task 185.1 Engineering and Photogrammetric Surveys

CONSULTANT shall perform a check of the survey control for the I-215 Bi-County HOV Gap Closure project. work and engineering surveys necessary to produce the mapping for final design. CONSULTANT shall prepare a base map using the topographic and right-of-way base map files provided by SBCTA. TCONSULTANT will be responsible for obtaining as-built maps, record of surveys, topographic data, aerial mapping, and maps and plans of major utilities and proposed utilities within the project area. CONSULTANT will be responsible for obtaining any right of entry permits required for field survey work. This task does not include any aerial or ground topographic survey.

Deliverables:

- *Design Base Maps*

Task 185.15 Preliminary Design

CONSULTANT shall prepare preliminary plan set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the preliminary plan set shall include the preparation of the following sheets:

- Title Sheet (1 sheet)
- Typical Sections (4 sheets)
- Contour Grading Plans (6 sheets)
- Traffic Handling Plans (18 sheets)
- Highway Planting Plans (18 sheets)

Deliverables:

- *Preliminary Plan Sheets*

Task 185.25.15 Right Of Way Requirements

CONSULTANT shall perform the work necessary to determine the right of way needs and prepare maps for use in the Right Of Way (ROW) process. Work would include identifying the need for new ROW, permanent easements, and temporary construction easements.

Deliverables:

- *ROW Requirements Map*

Task 185.25.30 Utility Conflicts Map

CONSULTANT shall perform the work necessary to determine potential utility conflicts and consultation with affected agencies.

Deliverables:

- *Utility Conflicts Map*

TASK 230 – PREPARE DRAFT PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

Task 230.05 Draft Roadway Plans

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

- Title Sheet (1 sheet)
- Typical Section (4 sheets)
- Construction Details (1 sheet)
- Contour Grading Plans (6 sheets)
- Water Control Plans (9 sheets)
- Summary of Quantities (2 sheets)
- Traffic Handling Plans (18 sheets)
- Utility Relocation Plans (18 sheets)

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

Deliverables:

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

Task 230.10 Draft Highway Planting Plans

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

- Planting List (2 sheets)
- Planting Plan (18 sheets)
- Planting Details (6 sheets)
- Irrigation Plan (18 sheets)
- Irrigation Details (6 sheets)
- Erosion Control (18 sheets)
- Summary of Quantities (4 sheets)

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

Deliverables:

- 65% Plans
- 95% Plans

Task 230.15.15 Draft Electrical Plans

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

- Irrigation Service (9 sheets)
- Communication System (9 sheets)
- Details (6 sheets)
- Quantities (2 sheets)

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

Deliverables:

- 65% Plans
- 95% Plans

Task 230.20 Transportation Management Plan

CONSULTANT shall prepare a transportation management plan based on the preliminary transportation management plan prepared in the PA&ED phase.

Deliverables:

- *Transportation Management Plan*

Task 230.35 Draft Specifications and Quantities and Estimates

CONSULTANT shall prepare the Specifications and Special Provisions for the project following the Caltrans Standard Specifications.

Deliverables:

- *Draft Standard Special Provisions*

Task 230.4 Draft Quantities and Estimates

CONSULTANT shall prepare the PS&E Quantities and Estimates for the project.

Deliverables:

- *Draft Quantities and Estimates*

TASK 255 – PREPARE FINAL PS&E PACKAGETask 255.2 Final PS&E Package

This task includes the distribution of the draft final combined PS&E package for final constructability review by Caltrans, SBCTA, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. CONSULTANT will be responsible for the constructability of the project.

Deliverables:

- *Final PS&E Package*

Task 225-.4 Resident Engineer's Pending File

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

- Materials Information Handout
- Construction Staking Package and Control
- Construction Permits (Excluded)
- Project Controls for Construction
- Grid Grades (Excluded)

Deliverables:

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

TASK 260 – PREPARE CONTRACT BID DOCUMENTSTask 260.8 Draft Contract Ready

CONSULTANT shall assist the SBCTA in the preparation of the Construction Contract Bid Documents. Under this task, the CONSULTANT shall develop a draft contract, which shall be consistent with SBCTA requirements. Draft contract shall include the

plans, specifications, special provisions, applicable Federal, state and local laws, regulations, and requirements and item codes. All contract pay items shall utilize the Basic Engineering Estimate System (BEES) coding.

Deliverables:

- *Draft Construction Contract Package*

TASK 3.270 – CONSTRUCTION ENGINEERING – TECHNICAL SUPPORT

Provide Technical Support to the construction engineering staff including roadway and traffic engineering and landscape architecture. Functional support may include attendance at pre-work conferences, on-site construction support and RE pending file review.

Minute Action

AGENDA ITEM: 15

Date: January 9, 2019

Subject:

Mt. Vernon Viaduct Highway Bridge Program High Cost Agreement, Proceed with Right of Way and Design-Build Stipend

Recommendation:

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

A. Authorize the Executive Director or designee to approve and execute Contract No. 18-1001963 with the California Department of Transportation (Caltrans) upon General Counsel's approval as to form, for funding the Right-of-Way (ROW) phase for the Mt. Vernon Viaduct project where San Bernardino County Transportation Authority (SBCTA) will be responsible for the initial funding of the phase, with repayment of 88.53% of the costs from the Highway Bridge Program (HBP) starting in Federal Fiscal Year 2020/2021 at a not-to-exceed amount of \$20 million per year.

B. Authorize SBCTA staff to proceed with ROW and utility relocation activities for the Mt. Vernon Viaduct project upon federal authorization to proceed, including appraisals, making offers of just compensation, acquisitions, relocation assistance, demolition of existing structures, property management, disposition of excess property, environmental testing and remediation of properties identified in Attachment A, and other activities as needed to obtain necessary ROW for construction of the project and the relocation of utilities as required.

C. Authorize the Director of Project Delivery, or her designee, to add or delete such parcels to the list of properties in Attachment A as the Director determines from time to time are necessary for the Project, provided they are environmentally cleared, and to present updates to the list of necessary parcels at a future Board of Directors Metro Valley Study Session meeting as an informational item.

D. Approve the awarding of a stipend of \$175,000 to each unsuccessful responsive, responsible shortlisted proposer for Request for Proposals 18-1001966 for the Mt. Vernon Viaduct project Design-Build contract.

Background:

SBCTA has been actively working on the Mt. Vernon Viaduct project since becoming the lead agency in 2016. An environmental revalidation of the existing clearance from 2011 was completed earlier this year and a reevaluation of the current project scope was completed in October 2018. SBCTA also assumed the preliminary design contract with AECOM from the City of San Bernardino last summer and has been working with them to advance the design concepts. SBCTA received design-build authority for this specific project through AB 1523 signed into law on July 31, 2017. This will allow the project schedule to be advanced by having a contractor available earlier to demolish and construct a new bridge. In conjunction with moving forward with the design-build delivery method, approval of the recommendations in this agenda item will allow work to proceed on the ROW phase of the project. Since the existing bridge sufficiency rating is 2 out of 100, advancing the delivery of this project is a high priority.

Entity: San Bernardino County Transportation Authority

Recommendation A:

The HBP has a \$20 million reimbursement cap for any phase in any year. Any project with a phase above \$20 million is considered a high cost project and requires a special agreement with Caltrans to define the terms for when the federal funds will be reimbursed to the local agency. The agreement has a commitment for Caltrans to reimburse the agency with HBP funds, however, the local agency will need to spend the money first and will only be reimbursed up to \$20 million per year. For this project, based on discussions with Caltrans staff, both the ROW and construction phases are over \$20 million and will require a High Cost Agreement (HCA) to define the reimbursement terms. Caltrans staff has indicated that reimbursement funds would not be available until Federal Fiscal Year 2020/2021. In order for SBCTA to cover the costs of the ROW work, as well as for the construction phase, it is anticipated that short term borrowing will be required. Staff is currently working on the details of this loan package and it is anticipated to be brought forward for Board consideration within the next few months. Caltrans will reimburse these financing costs at 88.53% of the total cost with HBP funds. It is anticipated that the BNSF contribution to the project will cover the required match for both the ROW costs and the financing costs.

The template HCA attached to this agenda item for Board approval consists of a form letter to the local agency, in this case SBCTA, with a commitment by Caltrans to fund the project per an attached funding sheet. For this HCA, staff has drafted the anticipated funding sheet and submitted it to Caltrans for review and incorporation into the HCA. Once final agreement on the funding and cash flow is achieved between SBCTA and Caltrans, a final HCA with a project specific form letter to SBCTA and attached funding plan will be sent to SBCTA for review and approval. It is anticipated this process could take up to two months. As a result, staff is requesting the Board authorize the Executive Director or his designee to execute the final HCA after approval as to form by SBCTA's General Counsel, provided the final HCA is in substantially the form attached and consistent with the cash flow. This will allow earlier execution of the HCA. As the available HBP funds are based on a first come/first served basis, this will allow SBCTA to be in line for available funding sooner.

The current estimated costs for the ROW phase are higher than in the existing cooperative agreement with the City of San Bernardino (16-1001477); however, the ROW phase costs are anticipated to be paid by HBP funds and BNSF contribution funds. As a result, the Measure I and City share costs for the overall project are still anticipated to be within the limits set within the cooperative agreement, even though the total project cost is higher.

Recommendation B:

In conjunction with the preparation of the HCA with Caltrans, staff has submitted a request for authorization to Caltrans to allow proceeding with the ROW and utility relocation phase of the project. Now that the environmental document revalidation has been completed and the ROW impacts have been identified, it is important to start the ROW work as it will take over a year to obtain the necessary rights needed for construction of the entire project. A listing of those parcels anticipated to be required for the project is included in Attachment A. As can be seen, the properties include both residential and business properties and vary from temporary construction easements to full acquisitions. Every effort will be made to minimize ROW impacts as much as possible.

The work involved in the ROW phase includes appraising the property, making offers of just compensation, negotiating settlements, working out any relocation that may be required, disposal of any excess property, and in some cases, a final environmental testing and demolition of the property in order for it to be cleared for use by the project. While it is hoped that settlements can be reached with all property owners, due to schedule constraints, there could be possible cases where eminent domain action may be required. Per an executed cooperative agreement with the City of San Bernardino, any resolutions of necessity would be considered for adoption by the SBCTA Board.

In addition to ROW acquisitions, there are numerous existing utilities on the project that will need to be relocated. Approval of these recommendations will allow work to commence on this as well. Since the project is being implemented through the design-build process, there will be specific milestones in the design-build contract as to when ROW will be available and when utility relocations will be completed. Failure to acquire and obtain possession of needed ROW or to relocate utilities will create significant risk to the design builder and delay claims to SBCTA.

It is anticipated that the authorization for ROW work will be obtained from Caltrans/Federal Highway Administration (FHWA) in early 2019. This authorization will be based on SBCTA advancing funding for the ROW phase until such time that reimbursement funds are available per the schedule in the executed HCA. While it is anticipated that the HCA will be executed within a month or two of authorization, there will be some funds that could be expended, and if no HCA were to be executed, it would expose SBCTA to not being reimbursed by Caltrans. It is not anticipated this is likely, but if that were to happen, the expenditures would be paid by City developer share funds and the City's share of Measure I Arterial Program funds. As stated above, there are sufficient funds in the current cooperative agreement with the City to cover the expected expenditures in that period if reimbursement is not received.

Recommendation C:

While the ROW impacts have been generally set, the current project design is only approximately 30% complete and a design-build consultant will not be under contract until next summer. As a result, it is anticipated there may be adjustments to the final ROW footprint as the final design progresses. Staff is therefore requesting that the Director of Project Delivery, or her designee, be authorized to add or delete properties on the Attachment A Parcel Listing as necessary for the final design as the project progresses. Any property added to the list will require prior environmental clearance.

Recommendation D:

The procurement for a design-build contractor is currently underway. A request for qualifications has been issued and seven Statements of Qualifications have been received. Per prior Board approval, up to four teams will be shortlisted. Those firms that are shortlisted will develop proposals in response to Request for Proposals (RFP) 18-1001966, anticipated to be released in draft form in January 2019 and in final form March 2019. As part of the proposal process, significant design time is expended by each proposer to develop their design sufficiently for purposes of preparing an accurate bid. It is customary on a design-build procurement that a stipend be provided to the unsuccessful proposers to compensate them at least partially for their investment in developing a preliminary design. A standard stipend ranges from 0.2-0.3% of the

Board of Directors Agenda Item

January 9, 2019

Page 4

anticipated design-build contract amount. For the Mt. Vernon Viaduct project, the current estimated design-build contract is estimated to be in the range of \$65 million. Staff is therefore recommending a stipend be provided to each unsuccessful proposer on the project. This stipend would only be given to teams that actually submit a responsive, responsible proposal, and there would either be a maximum of three unsuccessful teams or four if no design-build contract is awarded. Staff is recommending a stipend of \$175,000 per proposer for a total of \$525,000 for three teams or \$700,000 total for four teams. Awarding this stipend at the 0.2 to 0.3% range of the estimated contract value would provide assurance to the design-build proposers that their time and energies in preparing their proposals will not be all at their own expense.

Staff recommends approval of all four recommendations.

Financial Impact:

This item is consistent with the Fiscal Year 2018/2019 Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0827 Mount Vernon Viaduct.

Reviewed By:

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 13, 2018. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft agreement.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

General Contract Information

Contract No: 18-1001963 Amendment No.: _____ Sole Source? N/A

Vendor No.: 00450 Vendor/Customer Name: Caltrans

Description: High Cost Agreement for Mt. Vernon Viaduct-Right of Way Phase

Estimated Start Date: 02/01/2019 Expiration Date: 09/30/2024 Revised Expiration Date: _____

List Any SBCTA Related Contracts Nos.: 18-1001825

Dollar Amount

Original Contract		Original Contingency	\$	-
Prior Amendments	\$	Prior Amendments	\$	-
Current Amendment	\$	Current Amendment	\$	-
Total/Revised Contract Value		Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)			\$	-

Contract Authorization

Board of Directors _____ Date: 01/09/2019 Board _____ Item # 5382

Contract Management (Internal Purposes Only)

MOU/COOP/JPA _____ MOU/COOP/JPA/Zero Dollar Contracts _____ N/A _____

Accounts Payable

Total Contract Funding: \$					-	Total Contingency: \$					-
GL: 1					-	GL: 1					-
GL: 2					-	GL: 2					-
GL: 3					-	GL: 3					-
GL: 4					-	GL: 4					-
GL: 5					-	GL: 5					-
GL: 6					-	GL: 6					-
GL: 7					-	GL: 7					-
GL: 8					-	GL: 8					-
GL: 9					-	GL: 9					-
GL: 10					-	GL: 10					-
GL: 11					-	GL: 11					-
GL: 12					-	GL: 12					-
GL: 13					-	GL: 13					-
GL: 14					-	GL: 14					-
GL: 15					-	GL: 15					-

Accounts Receivable

Total Contract Funding: _____					Reversion Date: _____				
Funding Agreement No: _____									
GL: 1					GL: 1				-
GL: 2					GL: 2				-
GL: 3					GL: 3				-
GL: 4					GL: 4				-
GL: 5					GL: 5				-

Dennis Saylor

Project Manager (Print Name)

Paula Beauchamp

Task Manager (Print Name)

Additional Notes: High cost agreement establishes terms for ROW reimbursement only. PSA 18-1001825 authorizes receivable amounts.

Attachment: 18-1001963 CSS (5382 : Mt. Vernon Viaduct HBP High Cost Agreement, ROW and Environmental Cert)

DEPARTMENT OF TRANSPORTATION

DIVISION OF LOCAL ASSISTANCE – M.S. 1

1120 N STREET

P. O. BOX 942874

SACRAMENTO, CA 94274-0001

PHONE (916)

FAX (916)

TTY 711

*Flex your power!
Be energy efficient!*

Date:

FTIP/FSTIP ID:

Federal Aid Project Number

Project Description

Dear Public Works Director,

The purpose of this letter is to commit the California Department of Transportation (Department) to fund the {fill in} bridge project (Project) consistent with the attached draft project funding sheets. The Department requests the {fill in} (Agency) to concur with this proposal and commit local resources to allow the Department to produce a new financially constrained Program list for the {MPO name} region. The {MPO} will then incorporate the revised Program list into the Federal Transportation Improvement Program (FTIP).

The Department, in cooperation with the Local Assistance Highway Bridge Program (HBP) Advisory Committee (California Streets & Highway Code Section 2413), has implemented a policy (Office Bulletin 11-02) to fund high cost projects. Members of Local Assistance HBP Advisory Committee include the Department (Chair), representatives from the League of California Cities, the California State Association of Counties, the California Association of Councils of Governments, California Transportation Commission staff, and the Federal Highway Administration.

It has been demonstrated that high cost projects commit large sums of federal funds but cannot spend the funds in one year due to local agency contract processes, time to mobilize the contractors and the time it takes to actually construct large projects. These idled federal funds could be used to advance other projects. Cash management is critical to effective stewardship of the local assistance HBP.

This letter implements the cash management policy for the Project. The Project is subject to the high cost policy because the {Right of Way (R/W) or Construction, specify} phase exceeds \$20 million.

The Department's funding commitments, as shown in the attached draft project funding sheet, are conditional. The conditions are as follows:

1. Agency is responsible for committing (budgetary) non-federal fund sources to fund the Advance Construction (AC) to cash flow the high cost phase of the Project.

Attachment: MVV HBP HCA Draft Placeholder (5382 : Mt. Vernon Viaduct HBP High Cost Agreement, ROW and Environmental Cert)

Exhibit A: Sample Funding Commitment Letter

Date:

FTIP/FSTIP ID:

Federal Aid Project

Number: Project Description:

2. AC conversion may not be automatic if there are delays in constructing the Project. At least 50% of the federal funds obligated on the Project must be spent to justify future programmed AC conversion.
3. Office Bulletin 10-01 authorizes the Department to reserve current year HBP funds for projects programmed in that current year through March 30th. After March 30th, Department redirects the HBP funds to other projects that may be advanced from future years of the FTIP. Current year programmed AC conversion must be obligated prior to March 30th.
4. Additional AC conversion may be obligated in {specify FFYs} using Expedited Project Selection Procedures (EPSP), if HBP funds are available after April 15th of each year.
5. Proposition 1B bond funds, Local Bridge Seismic Retrofit Account, matching funds may only be encumbered on the project when matching federal funds are obligated on the Project as shown in the attached draft project funding sheets.
6. Congress has not yet authorized a new transportation act. It is unknown what the State's authority to commit and/or obligate future HBP funds will be until there is a new act.
7. If the federal funds for the initial authorization of {R/W or Construction, specify} phase shown in the attached draft project funding sheets is not obligated in the year programmed, the Agency must commit additional local AC resources on the project in the following year to ensure the Project is fully funded or the project must be removed from the 4 year element of the FTIP until the next FTIP cycle. In either case, the funding commitment in this letter will be vacated and a new letter must be developed.
8. In the event the Project becomes inactive, the funding commitment in this letter may be vacated and a new a new letter must be developed. An "inactive project" is a project for which no expenditures have been charged against federal funds for the past 12 months. (23 CFR630.106(a)(5))
9. Nothing in this letter can be considered a payable contractual commitment by the Department. Contractual commitments to the Agency are made through the procedures/processes defined in the Local Assistance Procedures Manual.

Other Recommendations:

10. The Agency is advised to ensure HBP funds are obligated prior to March 30th of any given year or risk losing programmed funds. It is recommended the Agency schedule project authorizations and AC conversions in the late fall of any given year to ensure federal funds are available.
11. This letter, returned to the District Local Assistance Engineer (DLAE), with Agency approval signature (below) may be used in lieu of the submittal of Exhibit 3-I, Request

Exhibit A: Sample Funding Commitment Letter

Date:

FTIP/FSTIP ID:

Federal Aid Project Number: Project

Description:

for Local Advance Construction Authorization, from the Local Assistance Procedures Manual.

12. The local agency is further reminded that this project is subject to mandatory value analysis since the total project cost is in excess of \$20 million. If the total project cost is greater than \$100 million, additional federal oversight will be required such as a multi- year financial plan and other project specific federally mandated oversight.

The Department requests the Agency to commit their local resources consistent with this proposal to allow the Department to produce a new financially constrained bridge program list for the {MPO} region. In the event the Agency cannot commit local funds to cash manage the Project, the Agency may request a meeting with the Department to appeal this policy.

If you have questions, please contact .

Sincerely,

DLAE

Local Agency AC Commitment Block

{Specify Federal Aid Project Number}

The Agency agrees to use local funds in lieu of federal funds to finance the cost of work as shown in the attached draft project funding sheets shown as LOCAL FUNDED AC until such time that federal funds become available for obligation and subsequent reimbursement of eligible work. It also is understood that federal reimbursement is not guaranteed for funds identified as LOCAL FUNDED AC.

The Agency understands that work performed prior to federal authorization is ineligible for federal reimbursement and that advertising the construction contract prior to federal authorization will deem the construction and construction phases of work ineligible for federal funds.

Local Agency Representative Authorized to Commit Local Funds

Date

Title

Exhibit B: Sample funding sheet for use in Exhibit A.

FOR DRAFT REVIEW ONLY --- 2008/9-2013/14 Highway Bridge Program

10/4/2010, 5:17 PM

Note
s:

- 1 MPOs/RTPA's must not use this listing.
- 2 This is NOT an approved listing for use in developing the FTIP/FSTIP. See the HBP web site for the official proposed FTIP/FSTIP program listings: <http://www.dot.ca.gov/hq/LocalPrograms/> Note id: 18

Attachment: MVV HBP HCA Draft Placeholder (5382 : Mt. Vernon Viaduct HBP High Cost Agreement, ROW and Environmental Cert)

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Attachment A
Mt. Vernon Viaduct Parcel Listing

15.d

#	Assesor's Parcel Number	Owner	Location	Land Use	sqft	Acquisition Type
1	0138-174-01	Francisco & Rosa Landeros	443 Cabrera Ave., San Bernardino, CA 92411	Residential	5489	Full Take
2	0138-174-02	Joseph Lopez	San Bernardino, CA 92411	Residential	5550	Full Take
3	0138-174-05	Alba Recinos	1507 W Kingman St., San Bernardino, CA 92411	Residential	6660	Full Take
4	0138-174-06	Steven & Julianne Torrijos	1501 W Kingman St., San Bernardino, CA 92411	Residential	6660	Full Take
5	0138-174-07	Robert & Marilyn Alcantar	1495 W Kingman St., San Bernardino, CA 92411	Residential	6660	Full Take
6	0138-174-08	Vivian Tran	1487 W Kingman St., San Bernardino, CA 92411	Residential	6660	Full Take
7	0138-174-11	Sergio Lopez	1457 W Kingman St., San Bernardino, CA 92411	Residential	5831	Full Take
8	0138-174-12	Lupe Becerra & Luisa Vargas	1455 W Kingman St., San Bernardino, CA 92411	Residential	7350	Full Take
9	0138-174-18	Antonio & Maria Ochoa	1522 W 4th St., San Bernardino, CA 92411	Residential	9240	Full Take
10	0138-174-20	Christine Levario	1528 W 4th St., San Bernardino, CA 92411	Residential	18527	Full Take
11	0138-174-19	Christine Levario	Combined with 0138-174-20	Industrial		Full Take
12	0138-174-24	Mp Opportunity Partners I Lyc	1515 W Kingman St., San Bernardino, CA 92411	Residential	5550	Full Take
13	0138-174-25	Maria Toro	1521 W Kingman St., San Bernardino, CA 92411	Industrial	8880	Full Take
14	0138-174-26	Juan Camey	1479 W Kingman St., San Bernardino, CA 92411	Residential	5831	Full Take
15	0138-182-01	Christopher Munoz	San Bernardino, CA 92411	Residential	7075	Full Take
16	0138-182-02	Luis Solis & Consuelo Diaz	1447 W Kingman St., San Bernardino, CA 92411	Residential	7100	Full Take
17	0138-182-03	Desiderio & Eulalia Torres	1439 W Kingman St., San Bernardino, CA 92411	Residential	10509	Full Take
18	0138-182-04	Enrique Quezada	1431 W Kingman St., San Bernardino, CA 92411	Residential	6500	Full Take
19	0138-182-34	Benjamin Gonzales	1432 W 4th St., San Bernardino, CA 92411	Residential	7500	Full Take
20	0138-182-05	Benjamin Gonzales	1432 W 4th St., San Bernardino, CA 92411	Industrial		Full Take
21	0138-182-07	Ramon Montecino & Rebecca Rodriguez	1407 W Kingman St., San Bernardino, CA 92411	Residential	6500	Full Take
22	0138-182-08	Ramon Maciel	1399 W Kingman St., San Bernardino, CA 92411	Residential	4680	Full Take
23	0138-182-09	Juan Chavarin	1397 W Kingman St., San Bernardino, CA 92411	Residential	6500	Full Take
24	0138-182-10	Ana Lopez	1397 W Kingman St., San Bernardino, CA 92411	Industrial	6500	Full Take
25	0138-182-11	Guadalupe Lopez	1371 W Kingman St., San Bernardino, CA 92411	Residential	6500	Full Take
26	0138-182-12	Isidro Ledesma	1367 W Kingman St., San Bernardino, CA 92411	Residential	6500	Full Take
27	0138-182-13	Vijay Pharar	1357 W Kingman St., San Bernardino, CA 92411	Residential	6500	Full Take
28	0138-182-35	Agapita & Leon Alvarez	1438 W 4th St., San Bernardino, CA 92411	Residential	8700	Full Take
29	0138-182-36	Kingsley Montcalir Lp	1442 W 4th St., San Bernardino, CA 92411	Residential	8700	Full Take
30	0138-182-37	David & Teresa Nunez	1448 W 4th St., San Bernardino, CA 92411	Residential	8700	Full Take
31	0138-182-38	Raul Tejeda	1415 W Kingman St., San Bernardino, CA 92411	Residential	6500	Full Take
32	0138-174-22	Nora Mendoza	1496 W 4th St., San Bernardino, CA 92411	Residential	17471	Full Take
33	0138-251-04	Banuelos, Nicolas	East side of alley, San Bernardino, CA 92411	Residential	988.69	Full Take
34	0138-251-05	Romero, Ramon	East side of alley, San Bernardino, CA 92411	Commercial	6110	Full Take
35	0138-251-06	Obezo, Marco	East side of alley, San Bernardino, CA 92411	Residential	946.8	Full Take
36	0138-251-07	Torbiner, Kenneth & Asya	East side of alley, San Bernardino, CA 92411	Residential	946.8	Full Take
37	0138-251-08	Labsvir, Arnia	Carwash, San Bernardino, CA 92411	Commercial	2330.71	Full Take
38	0138-251-09	Labsvir, Arnia	Carwash, San Bernardino, CA 92411	Commercial		Full Take

Attachment: RW parcel listing 11-20-18 (5382 : Mt. Vernon Viaduct HBP High Cost Agreement, ROW and

Attachment A
Mt. Vernon Viaduct Parcel Listing

39	0138-251-10	Cordova, Andrian and Laura	West side of alley, San Bernardino, CA 92411	Residential	709.2	T.C.E.
40	0138-251-03	Magana, Arnoldo	West side of alley, San Bernardino, CA 92411	Residential	709.6	T.C.E.
41	0138-191-01	Olmos, Jose M. & Bertha	Restaurant Bldg., San Bernardino, CA 92411	Commercial	1026.8	Partial Take
42	0138-181-25	Desai, Maheshkumar V & Anup	Vacant Land, San Bernardino, CA 92411	Commercial	4011.8	Partial Take
43	0138-181-24	Desai, Maheshkumar V & Anup	Vacant Land, San Bernardino, CA 92411	Commercial	600	Partial Take
44	0138-181-23	Desai, Maheshkumar V & Anup	Motel, San Bernardino, CA 92411	Commercial	7500	Partial Take
45	0138-181-22	Desai, Maheshkumar V & Anup	Vacant Land, San Bernardino, CA 92411	Commercial	1000	Partial Take
46	0138-181-46	Briken Holdings, Inc.	Retail/Trade, San Bernardino, CA 92411	Commercial	1000	Partial Take
47	0138-182-19	JLM Enterprise	Vacant Land, San Bernardino, CA 92411	Commercial	3622.8	Full Take
48	0138-182-20	JLM Enterprise	Vacant Land, San Bernardino, CA 92411	Commercial	700	Full Take
49	0138-182-21	JLM Enterprise	Retail/Trade	Commercial	1295.4	Full Take
50	0138-211-01	AT&SF (BNSF)	Railroad	Aerial (Public	0	Aerial
51	0138-221-06	AT&SF (BNSF)	Railroad	Aerial (Public	0	Aerial
52	0138-283-40	Guzman, Arturo	Tire Shop	Commercial	6682.06	Partial Take
53	0138-283-16	Hernandez, Erasmo	Hernandez Erasmo, Mt Vernon San Bernardino, CA 92411	Residential	439.3	Partial Take
54	0138-283-17	JFM Trust	JFM Trust, Mt Vernon San Bernardino, CA 92411	Commercial	440	Partial Take
55	0138-283-18	JFM Trust	JFM Trust, Mt Vernon San Bernardino, CA 92411	Commercial	439.3	Partial Take
56	0138-283-13	YANEZ, MARTIN / RAMIREZ, RUBI C		Residential		T.C.E.
57	0138-283-19	BOOKIE BOSS INC		Commercial		Partial Take
58	0138-291-01	Aguinaldo, Ferdinand	Vacant Land w/ Billboard, San Bernardino, CA 92411	Commercial	1154	Partial Take
59	0138-291-18	LuisJuan, Franci	155 N. Mount Vernon Ave, San Bernardino, CA 92411	Residential	658.95	Partial Take
60	0138-291-17	Li, Bei	153 N. Mount Vernon Ave, San Bernardino, CA 92411	Residential	658.95	Partial Take
61	0138-291-16	Gutierrez, Eduardo	151 N. Mount Vernon Ave, San Bernardino, CA 92411	Residential	673.05	Partial Take
62	0138-291-02	Meruelo, Alex	W. 2nd Street, San Bernardino CA 92410	Commercial	1027.8	T.C.E.
63	0138-291-03	Meruelo, Alex	W. 2nd Street, San Bernardino CA 92410	Commercial	750	T.C.E.
64	0138-291-04	Meruelo, Alex	W. 2nd Street, San Bernardino CA 92410	Commercial	500	T.C.E.
65	0138-291-05	Meruelo, Alex	W. 2nd Street, San Bernardino CA 92410	Commercial	500	T.C.E.
66	0138-291-19	Meruelo, Alex	W. 2nd Street, San Bernardino CA 92410	Commercial	751.5	T.C.E.
67	0138-291-01	Clear Channel (Vacant lot)	Clear Channel (Vacant lot)	Commercial		Partial Take
68	0138-182-21	Outdoor Advertising (JFM Prop)	Outdoor Advertising (JFM Prop)	Commercial		Full Take
69	0138-182-21	Outdoor Advertising (Motel)	Outdoor Advertising (Motel)	Commercial		Full Take

Minute Action

AGENDA ITEM: 16

Date: January 9, 2019

Subject:

Regional Transportation Plan/Sustainable Communities Strategy Project List Update

Recommendation:

Receive information on the Regional Transportation Plan/Sustainable Communities Strategy project list.

Background:

The San Bernardino County Transportation Authority (SBCTA) currently collaborates with the Southern California Association of Governments (SCAG) on a broad range of transportation and sustainability initiatives. As part of these collaborative efforts, SBCTA was directly involved in the development of the 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and is currently involved in development of the 2020-2045 RTP/SCS (also termed the “2020 RTP/SCS”). The 2016-2040 RTP/SCS was adopted by SCAG's Regional Council on April 7, 2016.

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

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

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

The long range Countywide Transportation Plan (CTP) for San Bernardino County, maintained by SBCTA, is the foundation for SBCTA's submittal of projects to SCAG for the RTP/SCS. SCAG requested that County Transportation Commissions submit their lists of transportation projects by November 1, 2018. SBCTA staff has worked with the jurisdictions within the county on revisions, additions, and deletions to this list and has submitted those to SCAG. Changes to those project lists may occur as the development of the 2020 RTP/SCS continues, but SBCTA staff wanted to bring this submittal to the attention of the Board, given the number of critical projects needing to be reflected. Approval of the project list by the SBCTA Board is not required, but staff typically briefs the Board when the project list is being developed.

Entity: San Bernardino County Transportation Authority

Concurrent with the development of the 2020 RTP/SCS project list, staff has been working on an update to the SBCTA 10-Year Delivery Plan. The projects in the 10-Year Plan have specific funding sources and schedules identified. Projects beyond the 10-Year Plan forecasted for construction out through 2045 are also included in the RTP/SCS, but there is less certainty for those projects on funding and schedule. Staff must make estimates of cost and schedule for the RTP/SCS in five-year increments, but it is likely that these estimates would change in subsequent RTP/SCS cycles or amendments. Inclusion in the RTP/SCS is typically necessary for initiating project development where federal funds or federal approvals are involved, and schedules can be adjusted based on funding availability and Board priorities. The project list for San Bernardino County can be summarized into three sections:

- The Federal Transportation Improvement Program (FTIP). The FTIP forms the foundation of the RTP Project Investment Strategy and represents the first six years of committed funding. It is part of the “Financially Constrained” RTP/SCS.
- The Financially Constrained Plan also contains additional transportation projects out beyond the timeline of the FTIP. The federal government allows for “reasonably available” sources of funding to be included in the pool of funding allowable in the Financially Constrained Plan. It is the Financially Constrained Plan that undergoes tests of conformity with the federal Clean Air Act.
- The Strategic Plan. The Strategic Plan represents an unconstrained list of potential projects that the region might be able to pursue given additional funding and commitment.

The FTIP includes all projects that can be funded through Measure I, developer fees, local funds, and state and federal sources within the next six years. The concept of the Financially Constrained Plan is to identify what the region could expect to build and operate with traditional sources of revenue, together with “reasonably available” funding according to the federal definition. This could include assumptions of additional funding through local, state and federal programs that are not in place today, and SCAG coordinates with the Federal Highway Administration (FHWA) on what can be considered “reasonably available” funding sources. The Strategic Plan would include projects that support future transportation demands but for which funds are not considered to be “reasonably available.”

The Financially Constrained Plan is being used as the framework for submittal of projects to SCAG for the 2020 RTP/SCS. This is consistent with the strategy for inclusion of projects for the 2016 RTP/SCS, which was based on SCAG’s discussions with FHWA on potential funding that could be expected in the future. This does not financially commit SBCTA to all of the projects, but it does provide additional flexibility on which projects can be advanced for further project development.

It should be noted that SCAG is currently evaluating projections of revenue to determine funding levels that can be considered as “reasonably available” according to the FHWA definition. It is possible that SCAG could request that agencies reexamine their project lists and scale back on projects that cannot be accommodated with funding levels that hold to that definition. If requested by SCAG, staff will come back to the SBCTA Board with proposals for scaling back on projects to fit within the forecast revenue under the Financially Constrained Plan.

It is important to note that funding for maintenance and operations is a critical issue not only for the RTP/SCS, but for the San Bernardino County CTP as well. Consideration of life-cycle costs is an increasingly important topic and will be an issue going forward for San Bernardino County and the Region. The project lists in this agenda item represent estimates for capital projects after consideration of operations needs as they are known at this time. However, these future needs are very difficult to predict. SBCTA has no current responsibility for local jurisdiction street or state highway maintenance, but estimates of those costs are included in the RTP/SCS. However, maintenance and operations for the Express Lanes are accounted for through toll revenue.

Capital Projects for the FTIP and 10-Year Plan

The FTIP and 10-Year Plan include all projects identified in the 2017 Update to the 10-Year Plan. These projects include, but are not limited to, the following:

FTIP and 10-Year Plan Projects for the Valley

- I-215/Barton Rd Interchange (under construction)
- I-215/Mt Vernon Ave Interchange (Caltrans project)
- SR-210 widening from Highland Avenue to I-10
- I-10 Express Lanes from LA County Line to I-15 (Contract 1, under design-build contract)
- I-10 Express Lanes from I-15 to Ford St (Contract 2)
- I-15 Express Lanes from Riverside County Line to SR-210
- I-10 Eastbound Truck Climbing Lane (in Yucaipa)
- Various freeway interchange projects, including the Nexus Interchange List Top 10
- Redlands Passenger Rail Project, Phase 1
- Gold Line extension to Montclair
- West Valley Connector (Bus Rapid Transit)
- Metrolink double track project (Rancho to Lilac) (PA&ED Only)

FTIP and 10-Year Plan Projects for the Mountain/Desert

- Yucca Loma Corridor – Green Tree Blvd extension and widening
- Ranchero Rd Corridor widening
- Main St widening from US-395 to 11th Ave
- US-395 widening, Phase 1 from SR-18 to Chamberlaine Way
- First Ave bridge projects over BNSF and Mojave River (Barstow)

Additional Capital Projects included for the Financially Constrained Plan (i.e. beyond the 10-Year Plan)

Projects Beyond the 10-Year Plan in the Valley

- Additional Freeway Improvements
 - I-215 additional lane in each direction from SR-210 to I-15

- I-215 mixed flow lane from SR-60 to I-10
- SR-210 HOV lane from I-215 to I-10
- I-10/I-15 Express Lane Connectors (connectors are listed in the Measure I Expenditure Plan)
- Full Interchange Program (including all Nexus Study interchanges plus SR-210/Victoria)
- Arterial Program buildout, per Nexus Study
- All Nexus Study rail/highway grade separations
- Redlands Passenger Rail Phase 2
- Double tracking of single track segments on San Bernardino Line
- Full Bus Rapid Transit for Foothill/5th and express bus and hybrid BRT/express on remainder of planned BRT routes
- Additional facilities in the SBCTA Active Transportation Plan
- Passenger Rail to Ontario Airport

Projects Beyond the 10-Year Plan in the Mountain/Desert

- SR-18 widening from LA County Line to US-395
- US-395 widening from I-15 to SR-18
- US-395 widening from Chamberlaine Way to 1.8 M s/o Desert Flower
- US-395 widening from 1.8 M s/o Desert Flower to Farmington Rd (Caltrans)
- High Desert Corridor
- I-15/Eucalyptus Interchange
- I-15/Muscatel Interchange
- I-15/Mojave Interchange
- SR-247 widening from Yucca Valley to Reche Rd (Caltrans)
- Big Bear Blvd widening from East to West City Limits
- Grade separation at Eucalyptus St & BNSF
- Grade separation at Mauna Loa/Lemon St
- Grade separation at Lime & BNSF
- Grade separation at Main St (in Hesperia)
- Grade separation at Vista Rd (in Helendale)
- Arterial Program buildout

In addition, the 2020 RTP/SCS submittal includes I-15 Express Lanes from SR-210 through the Cajon Pass and terminating just north of Victorville.

The current list that SBCTA is providing to SCAG represents a draft RTP/SCS Project List that includes updated and current information for the projects included in the 10-Year Plan, updated and current information for projects that have historically appeared in the RTP/SCS, and new projects added since the 2016 RTP/SCS Project List. If the 2020 RTP/SCS development follows the pattern of the 2016 cycle, it is anticipated that the projects listed above that are beyond the

San Bernardino County Transportation Authority

Board of Directors Agenda Item

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10-Year Plan will be included in the SCAG Financially Constrained Plan. But it is important to note the caveat mentioned earlier regarding a possible request from SCAG to reduce the project list, pending the determination of “reasonably available” funding levels.

Staff has been coordinating with local jurisdictions regarding local input into the planning process through regular updates at Transportation Technical Advisory Committee meetings. Staff is not requesting approval of the list at this time, but is presenting information so that Board members can provide comments on both overall direction and specific projects.

Financial Impact:

This item has no impact on the adopted SBCTA Fiscal Year 2018/2019 budget.

Reviewed By:

This item was reviewed by the General Policy Committee on December 12, 2018. The material in this item was also reviewed by the Transportation Technical Advisory Committee on December 3, 2018.

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 17

Date: January 9, 2019

Subject:

Revision to the Measure I Revenue Split between the Valley Major Street Program and the Express Bus/Bus Rapid Transit Program in Year 2020

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority, adopt the following Measure I revenue percentages for the Valley Major Street Program and the Express Bus/Bus Rapid Transit Program beginning April 1, 2020, as required in the Measure I Expenditure Plan: the Major Street Projects allocation shall be set at 17% of Valley Subarea funding and the Express Bus/Bus Rapid Transit Service allocation shall be set at 5% of Valley Subarea funding.

Background:

The Measure I 2010-2040 Expenditure Plan requires that the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) make a decision to increase the amount of Measure I revenue dedicated to the Valley Express Bus/Bus Rapid Transit Program (XBus/BRT Program) from 2% of Valley revenue to between 5% and 10%, effective April 2020. The exact language in the Expenditure Plan is as follows:

“Upon initial collection of revenue, the Express Bus/Bus Rapid Transit Service category will receive 2% of revenue collected in the Valley. Effective ten years following initial collection of revenue, the Express Bus/Bus Rapid Transit Service category shall be increased to at least 5%, but no more than 10% upon approval by the Authority Board of Directors. The Major Street Projects category shall be reduced by a like amount. Amendments beyond those authorized in this section shall require a formal amendment as provided by the Measure “I” Ordinance.”

It is important to note that the Measure I Expenditure Plan provides a single opportunity to change the percentages to each of these two programs in 2020. Any additional changes beyond that would require a formal amendment of the Expenditure Plan through the process outlined in Section XIV of the Measure I 2010-2040 ordinance, which requires:

- “Approval of the amendment by a majority of the cities/towns constituting a majority of the incorporated population provided, however, that any amendment of the Victor Valley Expenditure Plan (Schedule E) shall also require a two-thirds vote of the jurisdictions within the Victor Valley subarea.
- “Approval of the amendment by the Board of Supervisors.
- “Approval of the amendment by the Authority.”

In other words, a very high bar is set for a formal amendment to the Measure I Expenditure Plan.

A detailed information item was presented to the Metro Valley Study Session (MVSS) on November 15, 2018, explaining the decision the Board would need to make regarding the percentages of Valley Measure I revenue that would need to be assigned to the XBus/BRT

Entity: San Bernardino County Transportation Authority

Program and the Valley Major Street Program beginning April 1, 2020. The full report explaining issues and options was attached, along with the PowerPoint slides used in the presentation. This can be accessed in Item No. 7 of the November 15, 2018 MVSS agenda at: <http://www.gosbcta.com/about-sbcta/agendas/2018/11-18-MVSS.pdf>. The report explained the analysis and impacts of three scenarios:

1. Increase the XBus/BRT Program to 5% of Valley revenue and reduce Valley Major Street Program revenue to 17% (this is the minimum required, and will be referred to as the “baseline”).
2. Increase the XBus/BRT Program to 7.5% of Valley revenue and reduce Valley Major Street Program revenue to 14.5%.
3. Increase the XBus/BRT Program to 10% of Valley revenue and reduce Valley Major Street Program revenue to 12% (this is the maximum allowed).

It was also explained that the Board does not need to adopt one of the three specific scenarios analyzed in the report. An option could be selected that is different from any of these scenarios, within the limits of the Expenditure Plan. As also stated in the report, the language in the Expenditure Plan can be interpreted that the Board could decide on a graduated scale of percentages between 2020 and 2040. However, the fundamental issue is whether to increase the XBus/BRT percentage beyond the baseline. Both the Arterial Sub-program and the XBus/BRT program have needs. There is no shortage of ways the funding could be spent. The Board will need to weigh priorities across the programs, and if it is determined that a higher level of XBus/BRT funding is warranted, then one of the scenarios could be fine-tuned to address the Board’s specifications, and that scenario approved to guide revenue distribution going forward.

Comments were received subsequent to the November 15, 2018 MVSS meeting, and these comments were reviewed at the December 3, 2018 Transportation Technical Advisory Committee meeting. Only two comments were provided, one from the City of Upland expressing support for the Xbus/BRT allocation being set at 5% and the other from the City of Ontario expressing support for the Xbus/BRT allocation being set at 7.5% or 10%.

In addition, the City/County Managers Technical Advisory Committee (CCMTAC) took an advisory vote on the revenue decision at its October 4, 2018 meeting, voting unanimously that the XBus/BRT Program should receive 5% and the Major Street Program should receive 17% of Valley Measure I revenue beginning April 1, 2020. Jurisdictions represented at the CCMTAC meeting included the following: Apple Valley; Barstow; Big Bear Lake; Chino; Fontana; Grand Terrace; Loma Linda; Rancho Cucamonga; Rialto; San Bernardino; Twentynine Palms; Victorville; Yucaipa; County.

Table 1 (repeated from Table 10 in the report) presents a summary of the potential impacts of the three scenarios on both the Major Street Program and the XBus/BRT Program. These highlights are based on current revenue projections, and actual revenues could be lower or higher depending on the actual future sales tax revenue. Each cell of the table indicates the projected Measure I revenue that would accrue to the respective programs.

The estimates of expenditure rates required to fully utilize the funds projected for the Arterial Sub-program all exceed the annual expenditure rates to date (approximately \$13 million). This means that jurisdictions will need to collectively speed up their rate of

San Bernardino County Transportation Authority

expenditure for all three scenarios. However, projected expenditure rates shown in local jurisdiction CPNAs over the next five years do show an increase to approximately \$20 million annually. In addition, each jurisdiction could be impacted differently depending on where they stand with respect to expenditures on their individual arterial programs. Some jurisdictions have indicated that they are holding off on expending arterial funds until they have enough available to build a larger project. In some jurisdictions, a single large project could expend a majority of their equitable share. Table 7 of the report (in the November 15th agenda packet), identifies the potential impact of the scenarios on arterial revenue for individual Valley jurisdictions.

Transit funding challenges in the Valley were also identified in the report. Table 1 illustrates the various options that the different levels of revenue for the XBus/BRT program could provide, none of which could fully fund the West Valley Connector without a Federal Transit Administration Small Starts grant, or similar level of grant funding. What the additional XBus/BRT funding would be specifically used for has not as yet been determined, but the following options exist, in no order of priority:

- Support current or future BRT operations
- Increase capital funding to the West Valley Connector Phase 1
- Add future express bus service or support existing express service operations
- Fund express shuttles to ONT from Metrolink stations or support express “FlyAway” service from strategic locations, including possible partnerships with other counties
- Support first/last mile services that allow XBus/BRT to work more effectively

The timing of the Board decision is important for two reasons: 1) to provide direction for development of SBCTA Fiscal Year 2019/2020 budget (given that the change would occur in that budget year) and 2) to provide guidance for development of the 2019 update of the 10-Year Delivery Plan.

As stated above, the Board can make any decision it chooses within the parameters of the Measure I 2010-2040 Expenditure Plan language.

Table 1. Summary of Potential Impacts of the Three Scenarios on the Major Street and XBus/BRT Programs

Scenario	Major Street Program	Express Bus/BRT Program
5% to XBus/BRT	<p>Grade Separations:</p> <ul style="list-style-type: none"> • \$181M total revenue thru 2040 • \$26M remains after paying debt service • Could use to leverage state/fed \$ <p>Arterial:</p> <ul style="list-style-type: none"> • \$725M total revenue • Expenditure rate so far has been \$13M/year (in 2018\$) • Would need to increase exp. rate to \$24M/yr. (in 2018\$) thru 2040 to use all program \$ 	<ul style="list-style-type: none"> • \$220M total revenue • Opportunity Examples: Can operate WVC Phase 1 until 2040 with \$134M still needed to construct (eligible for up to \$100M Small Starts competitive award), but may need to reduce overall service. No additional BRT or express bus beyond that. <p style="text-align: center;">OR</p> <p>Can operate WVC light BRT until 2040 with \$40.5M still needed to construct, but may need to reduce overall service</p> <p style="text-align: center;">OR</p> <p>Can be used to operate E Street sbX through 2040, possibly alleviating the need for overall service reductions that may be required after 2023 without additional operating revenue</p> <p style="text-align: center;">OR</p> <p>Look at alternate express bus/express shuttle opportunities</p>

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7.5% to XBus/BRT	<p>Grade Separations:</p> <ul style="list-style-type: none"> \$162M total revenue \$6M remains after paying debt service May require temp loan from arterial prog. to service debt <p>Arterial:</p> <ul style="list-style-type: none"> \$646M total revenue Expenditure rate would need to increase to \$20.5M thru 2040 Would reduce arterial \$ available by 11% 	<ul style="list-style-type: none"> \$317M total revenue Opportunity Examples: Can operate WVC Phase 1 until 2040 with \$90M still needed to construct (eligible for up to \$100M Small Starts competitive award), but may need to reduce overall service <p><u>OR</u></p> <p>Can construct and operate WVC light BRT until 2040, but may need to reduce overall service</p> <p><u>OR</u></p> <p>Can operate WVC Phase 1 and E Street sbX until 2040, possibly alleviating the need for overall service reductions that may be required after 2023, with \$180M still needed to construct (eligible for up to \$100M Small Starts)</p> <ul style="list-style-type: none"> Could use to leverage state/fed \$
10% to XBus/BRT	<p>Grade Separations:</p> <ul style="list-style-type: none"> \$142M total revenue Falls \$22M short of paying debt service Would need to increase grade sep share from 20% to 23% in April 2020 <p>Arterial:</p> <ul style="list-style-type: none"> \$568M total revenue Expenditure rate would need to increase to \$17M thru 2040 Would reduce arterial \$ available by 22% 	<ul style="list-style-type: none"> \$415M total revenue Opportunity Examples: Can operate WVC Phase 1 until 2040 but \$37M still needed to construct (eligible for up to \$100M Small Starts competitive award), but may need to reduce overall service <p><u>OR</u></p> <p>Can construct and operate WVC light BRT until 2040, possibly alleviating the need for overall service reductions that may be required after 2023</p> <p><u>OR</u></p> <p>Can construct and operate WVC Phase 1 without additional funding if construction is delayed until 2032, and contribute approximately \$500,000 annually towards operation of E Street sbX possibly alleviating the need for overall service reductions that may be required after 2023</p> <ul style="list-style-type: none"> 89% increase in MI revenue will increase funding flexibility and eliminate need for service reductions to 2040 Could use to leverage state/fed \$

Financial Impact:

This item has no impact on the adopted Fiscal Year 2018/2019 budget.

Reviewed By:

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 13, 2018. It was also reviewed by the Transportation Technical Advisory Committee on December 3, 2018 and by the City/County Manager Technical Advisory Committee on October 4, 2018.

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

Minute Action

AGENDA ITEM: 18

Date: January 9, 2019

Subject:

Report on the September 13, 2018 High Desert Corridor Joint Powers Authority Workshop

Recommendation:

Receive a report on the September 13, 2018 High Desert Corridor Joint Powers Authority Workshop.

Background:

The High Desert Corridor (HDC) Joint Powers Authority (JPA) consists of members from the County of San Bernardino, County of Los Angeles, and the Cities of Adelanto, Victorville, Apple Valley, Lancaster, and Palmdale. The purpose of the JPA is to develop a new freeway/expressway from State Route 14 to Interstate 15. The HDC began as a proposed highway project connecting the counties of Los Angeles and San Bernardino but evolved into a proposed multipurpose corridor that could connect Antelope Valley in Los Angeles County with Victor Valley in San Bernardino County. The HDC concept accommodates a high-speed rail connection as well as a bikeway.

The purpose of the HDC is to improve east-west mobility within the High Desert region of Southern California by addressing present and future travel demands and mobility needs. The HDC also aims to improve travel safety and reliability, while connecting residential, commercial and industrial areas in the Antelope and Victor Valleys. Federal and State environmental clearance for the project was completed and certified in June 2016.

Some of the most recent activities have included:

- Presentation on a High Speed Rail Ridership and Revenue Forecast, conducted through the JPA (10/11/17)
- Presentation on the Traffic and Revenue Study for the highway portion, conducted through LA Metro (10/11/17)
- Presentations by XpressWest and the California High Speed Rail Authority on the status of their respective projects (10/11/17)
- Action to request the Federal Railroad Administration (FRA) take the lead in the completion of final environmental processes necessary for the FRA to issue a Record of Decision for the rail portion of the project (10/11/17)
- Discussion of alignment options for the rail portion of the HDC (1/11/18)
- Direction of staff to explore feasibility of obtaining right of way options for full purchase and report back to the JPA Board (1/11/18)

The purpose of the September 13, 2018 workshop was to identify funding opportunities and challenges, further explore alternatives for east-west mobility, and provide direction to staff from the various involved agencies regarding how to proceed. The presentation to the Mountain/Desert Committee provided an update to all the committee representatives on the outcome of the September 13th workshop, the overall status of the project, and next steps. The presentation made to the JPA at the workshop by the San Bernardino County Transportation Authority (SBCTA) on the Victor Valley transportation funding outlook is attached.

Entity: San Bernardino County Transportation Authority

The purpose of this agenda item is to report on the September 13th workshop on the High Desert Corridor held by the Joint Powers Authority. The purpose of the workshop was to identify funding opportunities and challenges, further explore alternatives for east-west mobility, and provide direction to staff from the various involved agencies regarding how to proceed. Some of the JPA actions over the last year are highlighted in the agenda item, and the SBCTA portion of the presentation is provided as an attachment (SBCTA funding outlook). Although the presentation does not address funding for the rail component of the High Desert Corridor, it is important to note that there are no funds currently available in the Victor Valley for rail capital investment or operations.

The workshop covered an extensive range of topics, including:

History of the JPA

- Formation
- Original Intent
- JPA Functions and Milestones
- Current Structure and Staffing

The Project, Current Board Direction and Funding Outlook

- Project Description — Recap and Evolution of the Project
- Current Board Direction — Action Items Adopted at Last JPA Meeting
- Funding Outlook
 - JPA Funding
 - LA Metro Funding
 - SBCTA Funding
 - State and Federal Funding

Major Components of the Current Project

- Highway
 - Recap of Toll Revenue Study
 - Update and Improvements on SR 138 and SR 18
- Rail
 - Overview of Rail Discussion
 - Update on 2018 California State Rail Plan
 - Recap of Passenger Rail Study
 - Update on XpressWest
 - Update on State High Speed Rail
 - Metrolink Investments in the Antelope Valley

One of the considerations of the JPA Board on September 13th was to authorize a study by Metro and SBCTA of the SR-138/SR-18 corridor as an interim improvement to east-west mobility between the Antelope and Victor Valleys. It was recommended to conduct this study, in part, to take advantage of investments already made on SR-138. It was also indicated at the workshop by Metro and SBCTA that toll revenue would pay for just a fraction of the cost to construct and operate the highway and that neither county will have sufficient funding for their respective portions of the facility. This initiative to conduct the SR-138/SR-18 study is now in the hands of Metro and SBCTA.

San Bernardino County Transportation Authority

The announcement of the agreement by Brightline to acquire DesertXpress Enterprises, LLC, the company behind the XpressWest passenger rail project, occurred five days after the workshop, on September 18th. On November 30th, the JPA voted to:

Approve Staff recommendation for the High Desert Corridor JPA to sponsor Brightline's request for the California Infrastructure and Economic Development Bank to issue Private Activity Bonds for a portion of XpressWest project and authorize the Board Chair to sign any necessary documents as required by the State Infrastructure Bank after review by County Counsel and direct that such documents be filed with the Secretary of the Board.

Brightline will take over the development, construction and operation of the Project and work with federal and local transportation officials to connect Las Vegas with Victorville, with plans to expand into the Los Angeles area. According to the November 30th JPA agenda item, Brightline announced that construction is expected to begin in 2019, with initial service expected to begin in 2022. In order to finance the California portion of the Project, Brightline requested that the JPA sponsor Brightline's request for IBank to issue private activity bonds, hence the action taken by the JPA.

According to the JPA November 30th agenda material, IBank has broad statutory authority to issue tax exempt and taxable revenue bonds, and provide loans to state and local governments for public infrastructure and economic expansion projects. Brightline proposes to construct, operate, and maintain a high-speed passenger train system along the approximately 180-mile corridor between Victorville and Las Vegas. The proposal is to construct the vast majority of the fully grade-separated, dedicated passenger-only railroad within the median of the Interstate 15 highway corridor. There will be a combination of single and double-track segments. The train technology will be either clean burning hybrid diesel-electric or fully electric trains running at least hourly in each direction and may be capable of reaching speeds in excess of 150 mph. Two passenger stations will be built, one in Victorville, the other in Las Vegas. The Project also includes ancillary operations and maintenance facilities in Victorville, Las Vegas, and potentially in Baker.

Financial Impact:

This item has no impact on the adopted Fiscal Year 2018/2019 budget.

Reviewed By:

This item was received by the Mountain/Desert Policy Committee on December 14, 2018.

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:



2017
10-Year Delivery Plan
Measure I
2010-2040

Victor Valley Funding Outlook 2017 Delivery Plan and Beyond

Andrea Zureick
Director of Fund Administration

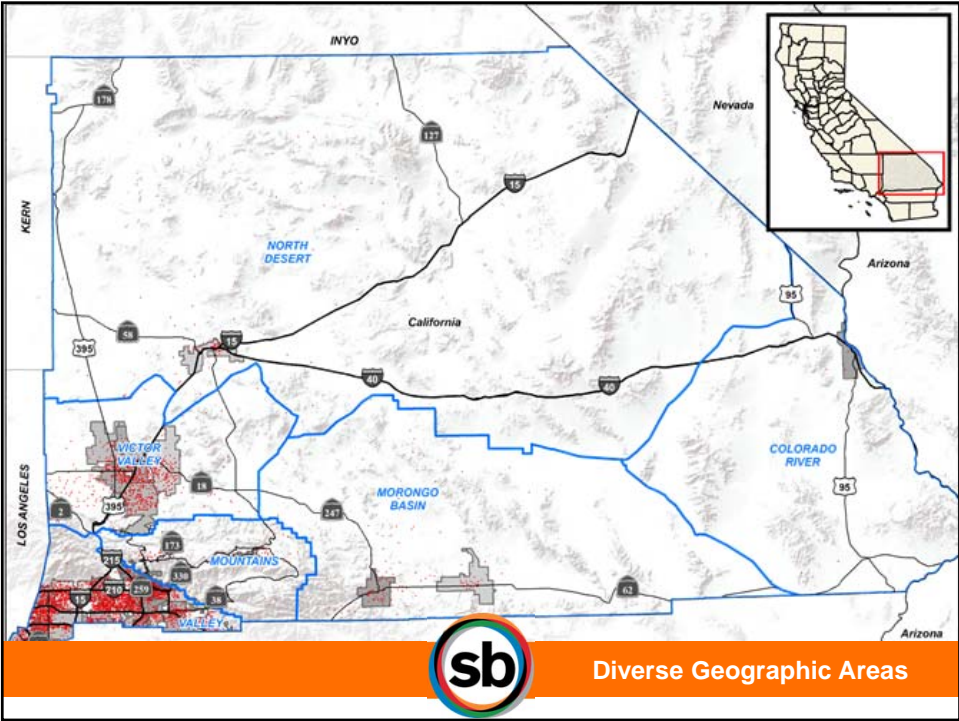
High Desert Corridor Workshop
September 13, 2018

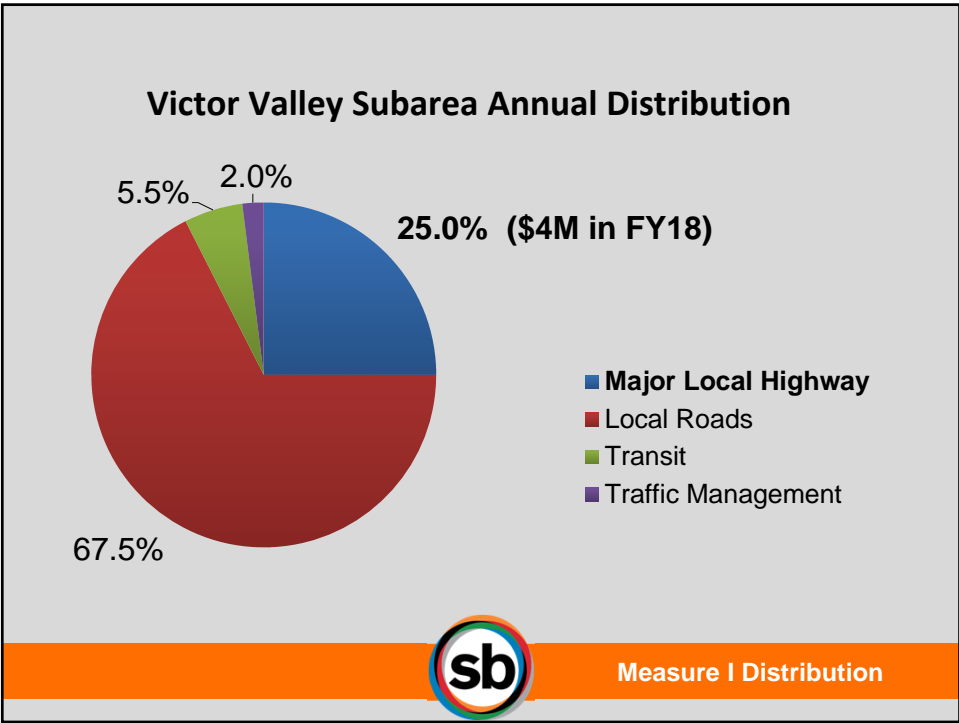
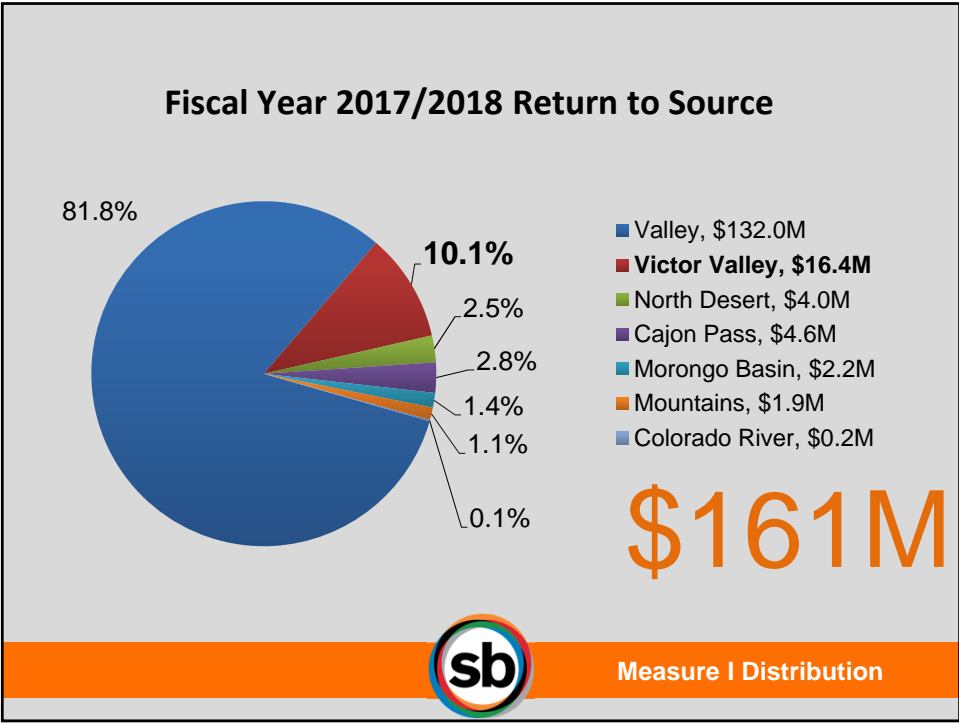


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Measure I 2010-2040 Strategic Plan

April 2009

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

Governments **SANBAG** Working Together

TRANSPORTATION MEASURE I

2017
10-Year Delivery Plan
Measure I
2010-2040

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sb Board Priorities

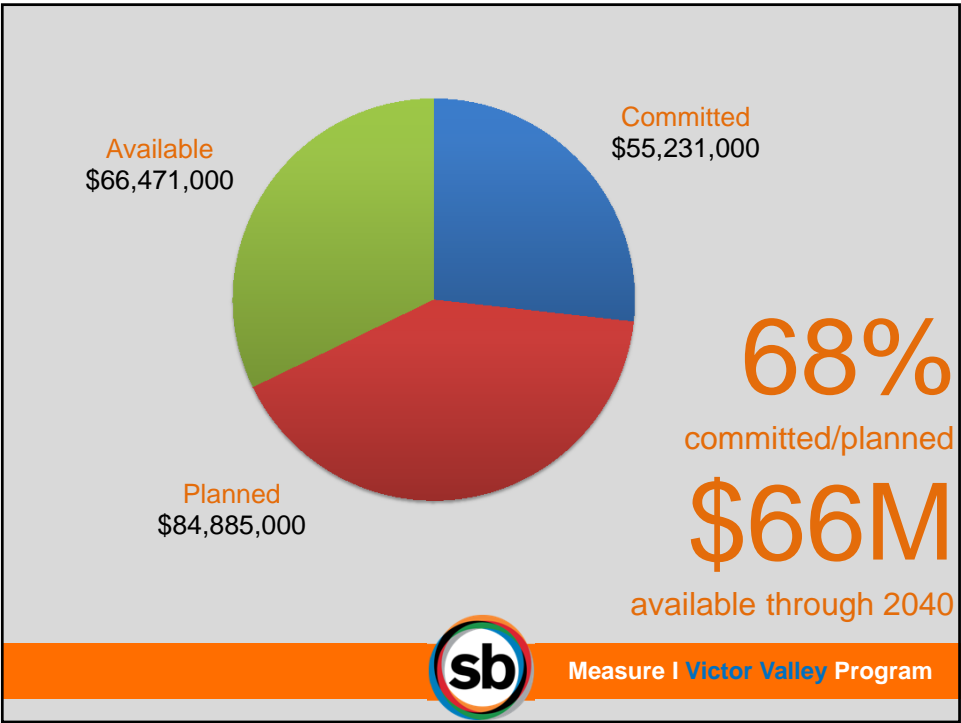
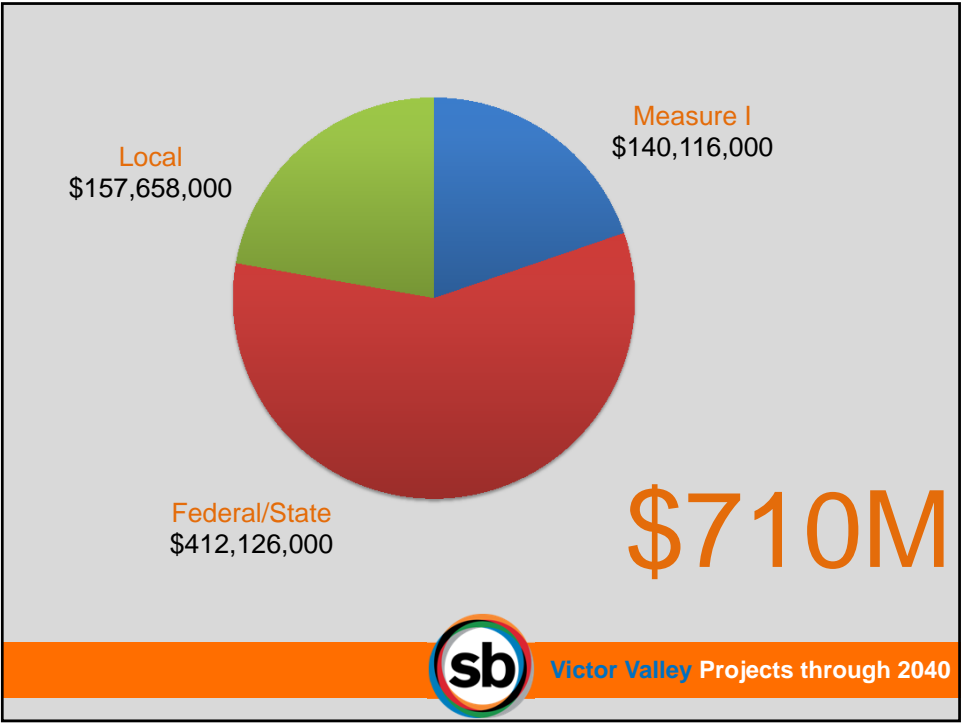
Strategic Plan

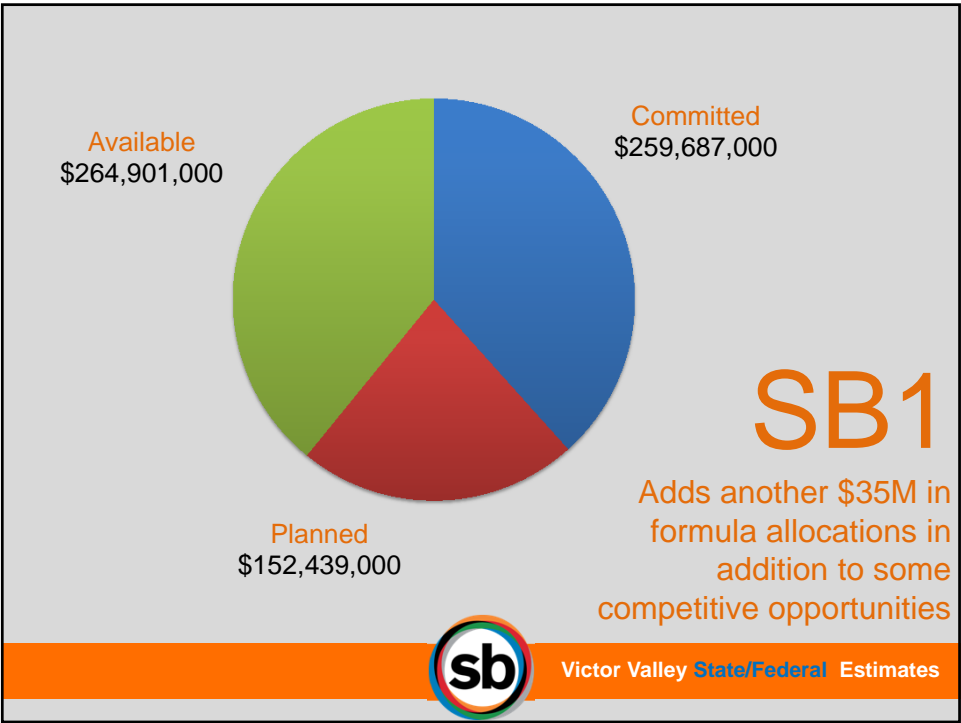
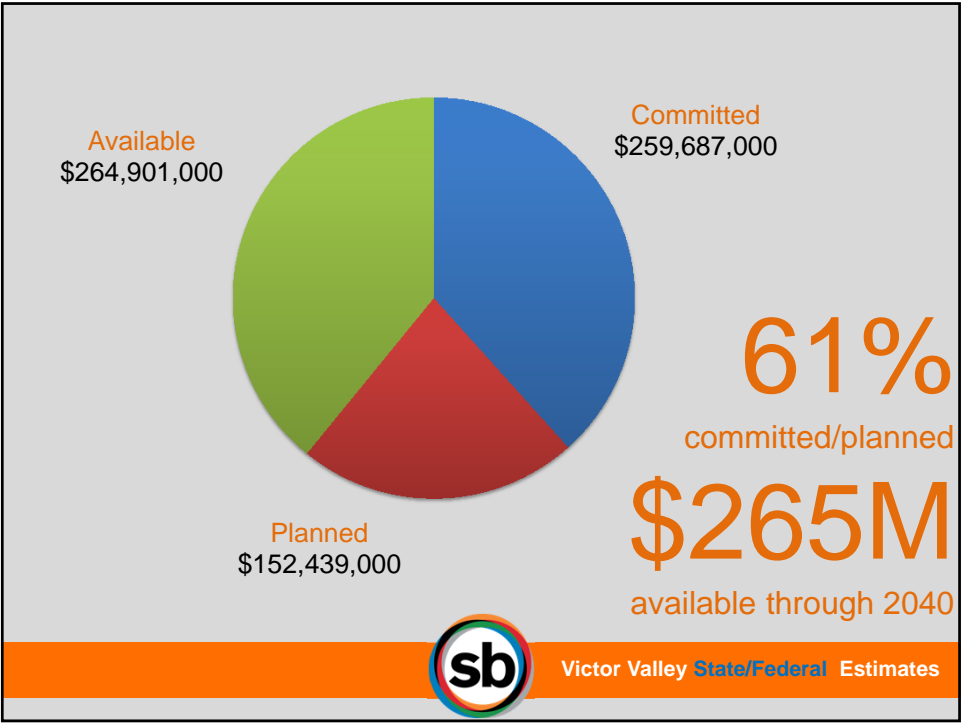
- High Desert Corridor identified as priority project by subarea
- \$18M identified for R/W east of US-395

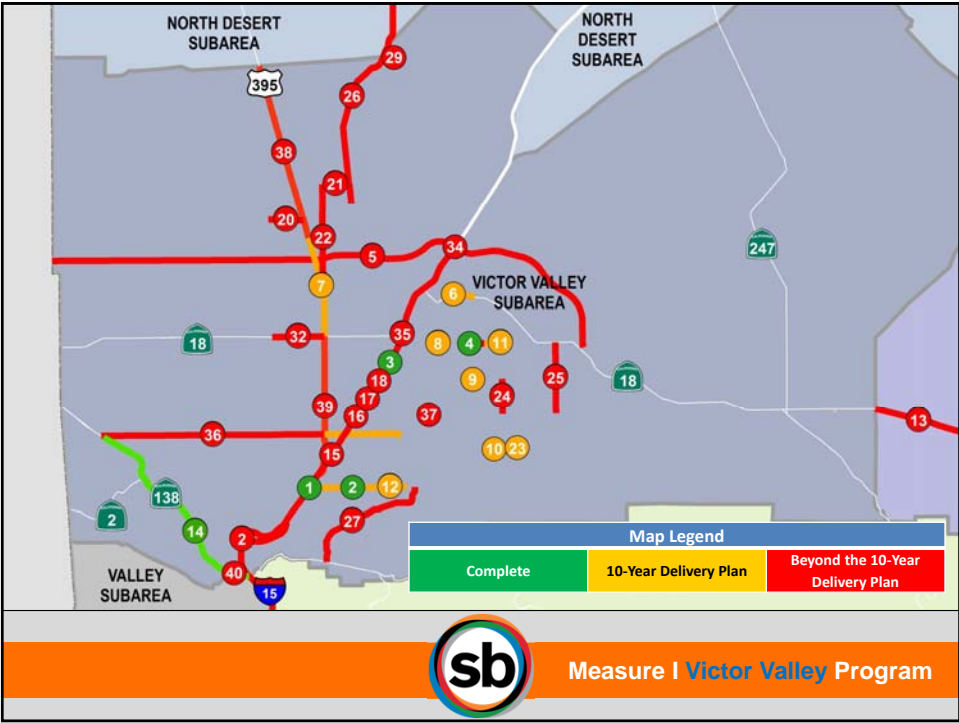
10-Year Delivery Plan

- \$3.9M Measure I expended to date
- \$450K set aside for R/W

sb Funding Plans







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San Bernardino County
Transportation Authority

Minute Action

AGENDA ITEM: 19

Date: January 9, 2019

Subject:

Redlands Passenger Rail Project: Right-of-Way Acquisitions Update

Recommendation:

Receive and file an update of the right-of-way acquisitions associated with the Redlands Passenger Rail Project.

Background:

On November 2, 2016, San Bernardino County Transportation Authority (SBCTA) Board of Directors authorized staff to proceed with acquisitions of properties necessary for the Redlands Passenger Rail Project (RPRP or Project). In addition, the Director of Transit and Rail Programs was authorized to modify the parcel list as needed. Following SBCTA Board direction, an update of the acquisition of properties necessary for RPRP was provided to the SBCTA Board of Directors on June 6, 2018.

Acquisitions identified for the RPRP were deliberately limited to those necessary for the construction of the Project. With the exception of one (1) full property acquisition, located east of E Street in the City of San Bernardino, the needed right-of-way will be partial acquisitions located primarily at the grade crossings and temporary construction easements needed for access. The improvements proposed on the acquired properties include signal improvements, pedestrian crossings, drainage, utility relocations and accessibility modifications.

The parcel list was previously updated with the finished design and since then, a couple of parcels have been adjusted to accommodate slight design revisions. Additionally, the parcel list includes a general update to owners and the Project Acquisition Number. In accordance with the authorization provided on November 2, 2016, staff has prepared an updated parcel list included as Attachment "A".

Financial Impact:

This item is consistent with the SBCTA Fiscal Year 2018/2019 adopted budget.

Reviewed By:

This item was received by the Transit Committee on December 13, 2018.

Responsible Staff:

Andres Ramirez, Chief of Transit and Rail Programs

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

Entity: San Bernardino County Transportation Authority

ATTACHMENT "A"

Redlands Passenger Rail Project – Updated Property Impact List – 11/15/2018

NO.	ACQUISITION NO.	APN	VESTING	NAME OF OWNER/PRINCIPAL	PROPERTY TYPE
1	RPRP-003	0136-121-33 0136-121-39	MIRANDA FAMILY HOLDINGS, LLC	JORGE MIRANDA	COMMERCIAL
2	RPRP-008	0136-122-89 0136-122-90	SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT	MARK A. HARTWIG FIRE CHIEF	COMMERCIAL
3	RPRP-115	0136-122-82	WESTBROOK FAMILY TRUST THE BOTTS FAMILY TRUST ROBERT E. & BEVERLY ANN BOTTS	HAROLD TRUITT WESTBROOK II PENNY K. WESTBROOK ROBERT E. BOTTS BEVERLY ANN BOTTS	COMMERCIAL
4	RPRP-011	0136-033-26	SMITH ETAL. CHRESTEN M. KNUDSEN FAMILY LIMITED PARTNERSHIP	DON R. SMITH BARBARA R. SMITH H. MARK BEGUELIN JR. ELLEN C. JOHNSTON EDWARD T. FLETCHER JR. MARY FLETCHER G. LOUIS FLETCHER JANET G. FLETCHER MARILYN LEIBERG KNUDSEN	INDUSTRIAL
5	RPRP-014	0136-122-81	WENHUI LIANG	WENHUI LIANG	COMMERCIAL
6	RPRP-015	0136-042-08 0136-042-09 0136-042-10 0136-042-11 0136-042-12	VIDMAR ETAL. VIDMAR REVOCABLE TRUST	BARBARA L. VIDMAR JOHN C. VIDMAR MARCIA VIDMAR JOHN R. VIDMAR DORIS N. VIDMAR	COMMERCIAL
7	RPRP-012	0136-033-27 0136-122-78	CITY OF SAN BERNARDINO	-----	PUBLIC FACILITIES INDUSTRIAL PUBLIC FACILITIES
8	RPRP-019	0136-221-28	CHRISTINE LI	CHRISTINE LI	INDUSTRIAL
9	RPRP-007 RPRP-009	0136-032-22 0136-033-23 0136-033-22	TWENTY-SEVEN SAC SELF-STORAGE LIMITED PARTNERSHIP	-----	INDUSTRIAL
10	RPRP-021	0136-251-37	ERIC GRISHAM FAMILY TRUST	ERIC E. GRISHAM	COMMERCIAL

ATTACHMENT "A"

Redlands Passenger Rail Project – Updated Property Impact List – 11/15/2018

NO.	ACQUISITION NO.	APN	VESTING	NAME OF OWNER/PRINCIPAL	PROPERTY TYPE
11	RPRP-031	0136-321-04	SALVADOR ANAYA C/O COMMUNITY IRON	SALVADOR ANAYA	INDUSTRIAL
12	RPRP-030	0136-401-65	E & W PROPERTIES, LLC	EDWARD BOYD	INDUSTRIAL
13	RPRP-032 RPRP-034 RPRP-035	0136-462-05 0136-451-02 0136-452-26	WASHINGTON LAND VENTURES, LLC	-----	INDUSTRIAL
14	RPRP-027 RPRP-029 RPRP-043 RPRP-090 RPRP-126	0136-321-31 0136-321-38 0167-401-01 0170-181-41 0170-181-43 0281-021-17 0281-021-21 0281-021-26 0281-031-29 0281-041-13 0281-111-22 0292-034-21 0292-034-23 0292-034-44 0292-034-11 0292-034-15	SAN BERNARDINO FLOOD CONTROL DISTRICT	-----	PUBLIC FACILITIES
15	RPRP-028	0136-401-68	MAD ATOM, LLC	-----	INDUSTRIAL
16	RPRP-038	0136-431-14	LGW EQUITY, LLC	-----	INDUSTRIAL
17	RPRP-039	0136-431-34	GREGORY M. ARIAS	GREGORY M. ARIAS	INDUSTRIAL
18	RPRP-041	0281-411-01	CALIFORNIA HOUSING FOUNDATION	STEVE VON RAJCS	COMMERCIAL

Attachment: Attachment-14805 (5364 : RPRP: Right-of-Way Acquisitions Update)

ATTACHMENT "A"

Redlands Passenger Rail Project – Updated Property Impact List – 11/15/2018

NO.	ACQUISITION NO.	APN	VESTING	NAME OF OWNER/PRINCIPAL	PROPERTY TYPE
19	RPRP-040	0136-431-01	MARTIN ETAL.	WILLIE MARTIN, JR. MICHAEL MARTIN AALIYAH ABDULLAH GLENDA BURNETT CHARLEENA FAIRLEY	INDUSTRIAL
20	RPRP-044	0281-021-30	COOLEY PROPERTIES, LP	-----	INDUSTRIAL
21	RPRP-048	0281-041-29	FORD WHOLESALE CO., INC.	M L THOMAS	INDUSTRIAL
22	RPRP-042 RPRP-046 RPRP-131	0281-011-48 0281-021-49 0281-301-18 0281-301-19 0281-041-15 0281-041-34 0281-431-01 0281-431-02 0281-431-03 0281-431-04	CITY OF RIVERSIDE	-----	INDUSTRIAL INDUSTRIAL INDUSTRIAL INDUSTRIAL
23	RPRP-047	0281-041-36	REAGENT CHEMICAL & RESEARCH, INC.	C T CORPORATION SYSTEM VIVIAN IMPERIAL	ADMINISTRATIVE/ PROFESSIONAL
24	RPRP-050	0281-201-01	IAD HANHOUN AND SHEREEN HANHOUN	IAD HANHOUN SHEREEN HANHOUN	SINGLE FAMILY RESIDENTIAL
25	RPRP-049	0281-102-11	COUNTY OF SAN BERNARDINO	-----	INDUSTRIAL
26	RPRP-053	0292-032-01 0292-032-47 0292-032-23 0292-034-15	CALTRANS	-----	COMMERCIAL

Attachment: Attachment-14805 (5364 : RPRP: Right-of-Way Acquisitions Update)

ATTACHMENT "A"

Redlands Passenger Rail Project – Updated Property Impact List – 11/15/2018

NO.	ACQUISITION NO.	APN	VESTING	NAME OF OWNER/PRINCIPAL	PROPERTY TYPE
27	RPRP-054 RPRP-056 RPRP-058 RPRP-076 RPRP-089 RPRP-094 RPRP-097	0169-281-19 0169-362-08 0170-142-07 0170-181-44 0170-191-39 0292-034-02 0292-034-05 0292-034-08 0292-064-02	CITY OF REDLANDS	-----	COMMERCIAL INDUSTRIAL PUBLIC FACILITIES PUBLIC FACILITIES PUBLIC FACILITIES COMMERCIAL COMMERCIAL COMMERCIAL PUBLIC FACILITIES
28	RPRP-130	0292-034-17	OHANIAN REVOCABLE TRUST	-----	COMMERCIAL
29	RPRP-055	0292-034-16	CHASE MANAGEMENT, INC.	H. TROY FARAHMAND	COMMERCIAL
30	RPRP-057	0292-064-22	STRICKLER COMMERCIAL, LLC	CORBIN STRICKLER	COMMERCIAL
31	RPRP-071 RPRP-072 RPRP-129	0169-261-24 0169-271-44 0171-022-13 0171-022-19	PROPERTY ONE, LLC	-----	RESIDENTIAL INDUSTRIAL RESTRICTED COMMERCIAL
32	RPRP-060	0292-064-03 0292-064-05	TYRA FAMILY TRUST	TYRA FAMILY TRUST	COMMERCIAL
33	RPRP-061	0292-064-12	UNITED STATES POSTAL SERVICE	-----	COMMERCIAL
34		0169-371-02	G & M GAPCO, LLC	HARRY O. SCHENIK	COMMERCIAL
35	RPRP-077	0169-281-39 0169-281-34	PROPERTY ONE, LLC	-----	COMMERCIAL
36	RPRP-075	0169-281-45	SPIRIT MASTER FUNDING X, LLC	-----	COMMERCIAL
37	RPRP-080	0169-212-27	ORANGE STREET PLAZA, LLC	NASEEM MOALEJ	COMMERCIAL
38		0169-311-16	CENTENNIAL PLAZA, LLC	DONALD LAM	COMMERCIAL

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ATTACHMENT "A"

Redlands Passenger Rail Project – Updated Property Impact List – 11/15/2018

NO.	ACQUISITION NO.	APN	VESTING	NAME OF OWNER/PRINCIPAL	PROPERTY TYPE
39	RPRP-083	0169-312-01	AMCOR PROPERTIES, LLC	LOUIS T. BURCH	INDUSTRIAL
40	RPRP-085	0169-236-07	JAMES F. VER STEEG SR.	JAMES F. VER STEEG SR.	INDUSTRIAL
41	RPRP-082	0169-234-01	TODD ETAL. ALLEN ETAL.	S. TODD ALLEN JOY A. ALLEN ANTHONY CINQUE JODI L. CINQUE RONDAL G. ALLEN MARILYN ALLEN	INDUSTRIAL
42	RPRP-084 RPRP-086	0169-321-01 0169-321-02	REDLANDS FOOTHILL GROVES	-----	COMMERCIAL INDUSTRIAL
43	RPRP-096	0170-191-40	CATALINA GARDENS-RIVERSIDE, LLC	DONALD R. MARABELLA	SINGLE FAMILY RESIDENTIAL
44	RPRP-091	0170-181-46 0170-181-49	UNION PACIFIC RAILROAD COMPANY	-----	PUBLIC FACILITIES
45	RPRP-018	0136-061-16	GABRIELLA PARRISH	GABRIELLA PADDISH	RESIDENTIAL
46	RPRP-020	0136-221-36	LEONARD & MARIA KNAPP	LEONARD & MARIA KNAPP	COMMERCIAL
47	RPRP-022	0136-321-54	HU FAMILY TRUST	HU FAMILY TRUST	COMMERCIAL
48	RPRP-023	0136-221-41 0136-221-42	PRIMA-MILL LLC	-----	COMMERCIAL
49	RPRP-051	0281-211-19	CARLOS GARCIA & ALEJANDRA NARANJO	CARLOS GARCIA & ALEJANDRA NARANJO	RESIDENTIAL
50	RPRP-062	0292-063-57	CHASE HOLDINGS LP	-----	COMMERCIAL
51	RPRP-063	0169-362-15	FRANCHISE REALTY INTERSTATE CORP	-----	COMMERCIAL
52	RPRP-065	0169-371-16	THOMAS O. BELL	THOMAS O. BELL	COMMERCIAL
53	RPRP-073	0169-271-54	NYS NORTH, LLC	-----	COMMERCIAL
54	RPRP-087	0169-244-37	STUART STREET REDLANDS, LLC	-----	COMMERCIAL

ATTACHMENT "A"

Redlands Passenger Rail Project – Updated Property Impact List – 11/15/2018

NO.	ACQUISITION NO.	APN	VESTING	NAME OF OWNER/PRINCIPAL	PROPERTY TYPE
55	RPRP-088	0170-131-20	TIMOTHY BEST	TIMOTHY BEST	COMMERCIAL
56	RPRP-099	0170-201-19 0170-201-20	REDLANDS PROPERTY MANAGEMENT TR.	-----	RESIDENTIAL
57	RPRP-108	0136-321-49	LIH INVESTMENTS, LLC	-----	INDUSTRIAL
58	RPRP-109	0281-102-16	VALACAL COMPANY	-----	INDUSTRIAL
59	RPRP-125	0141-431-12	IPT WATERMAN DC LP	-----	COMMERCIAL
60	RPRP-127	0136-321-30 0136-321-40	GOSAENLEZ, LLC	-----	COMMERCIAL
61	RPRP-128	0136-411-10	199 EAST CENTRAL AVENUE, LLC	-----	COMMERCIAL
62	RPRP-022.1	0136-321-55	BURCHCO, LLC	-----	COMMERCIAL

Attachment: Attachment-14805 (5364 : RPRP: Right-of-Way Acquisitions Update)

Minute Action

AGENDA ITEM: 20

Date: January 9, 2019

Subject:

Private Railcar Storage License Agreement Template

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority, approve the use of the attached template License Agreement for the Storage of Private Railcars.

Background:

San Bernardino County Transportation Authority (SBCTA) owns three decommissioned spur tracks, located on Assessor's Parcel Number 0138-261-10, which terminate at the Santa Fe Depot in the City of San Bernardino. In May of 2018, a representative of the San Bernardino Railroad Museum, acting on behalf of the owners of several privately held antique railcars, approached SBCTA about the Museum's desire to collaborate with the railcar owners and SBCTA to store the railcars on the Santa Fe Depot's decommissioned spur tracks. Subsequently, X Rail Entertainment Inc., a United Rail Inc. Company, also expressed interest in storing its privately-owned X Train railcars, which provide passenger rail service to Las Vegas, using existing Union Pacific Railroad (UPRR) and Burlington Northern Santa Fe (BNSF) owned tracks.

In response, SBCTA staff drafted a license agreement template for this proposed use. The standard SBCTA license agreement template was modified as to the use (railcar storage instead of underground utilities and appurtenant facilities), the description of the premises and the standard of maintenance. At the direction of the Transit Committee, the time frame to cure, found in Section 7 of license template, has been revised to twenty-four (24) hours.

Each of the decommissioned spur tracks can fit up to six 85-foot rail cars. Fees shall be established in conformance with Policy No. 31602 and Board Resolution No. 14-027 and are estimated to generate revenue of approximately \$20,000 per spur track per year. If all three of the decommissioned spur tracks were licensed, the potential annual revenues are estimated to total \$60,000.

Financial Impact:

This item has no impact on the approved Fiscal Year 2018/2019 budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 13, 2018. SBCTA's Risk Manager and General Counsel have reviewed this item and the license template.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Administrator

Approved
Board of Directors
Date: January 9, 2019
Witnessed By:

SBCTA Contract No. _____

LICENSE AGREEMENT

BETWEEN

SBCTA

AND

LICENSE AGREEMENT

This License Agreement (“LICENSE”) is made and entered into as of the date executed by SBCTA, by and between SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a county transportation authority pursuant to Public Utility Code §§130800 et seq. (“SBCTA”), and, _____, [insert capacity of licensee] (“LICENSEE”), upon and in consideration of the agreements, covenants, terms and conditions below.

PART I – BASIC LICENSE PROVISIONS

The Basic License Provisions provided in this Part I and the Standard License Provisions set forth in Part II of this License, together with all Exhibits and Attachments referenced in either, are incorporated into and made part of this License. In the event of a conflict between the provisions of Part I and those of Part II or of any Exhibits and Attachments, Part I shall control.

1. PARTIES

SBCTA’s Address:

Attn: Transit and Rail Programs
1170 West 3rd Street, 2nd Floor
San Bernardino, California 92410-1715
909-884-8276

LICENSEE’s Address:

Attn: _____

Point of Contact: _____

Telephone: _____

E-mail: _____

2. RECITALS

- 2.1. SBCTA. SBCTA is the owner in fee of certain decommissioned rail spurs located on Assessor’s Parcel Number 0138-261-10 and terminating at the Santa Fe Depot in the City of San Bernardino (“Premises”).

- 2.2. Licensee. LICENSEE wishes to enter the Premises in order to do the following: (1) store private railcars in, on, over or across such properties; and/or (2) display private railcars in, on, over or across such properties.
- 2.3. Scope of License. The LICENSE will serve as an agreement permitting the LICENSEE to store and/or display private railcars upon the Premises. A Map/Diagram/Depiction of the Premises are attached, substantially in the form of EXHIBIT "A".
- 2.4. Consideration. This LICENSE is made in consideration of the terms, conditions and mutual covenants herein, the sufficiency of which are hereby acknowledged.

3. DESCRIPTION OF THE PREMISES.

City: San Bernardino, CA

Subdivision: Santa Fe Depot

Address and/or Milepost Location: SBCTA APN: 0138-261-10 adjacent to Metrolink Station. Spurtracks N/O N Metrolink Way and W 3rd Street, San Bernardino, CA

Approximate Area: _____ square feet: _____ acres

[See EXHIBIT A - Map/Diagram/Depiction]

Description and Dimensions of the Premises Area: Spurtrack(s) [(A)(B)(C)] located westerly of the Santa Fe Depot Building and northerly of the Commuter Rail Parking Lot, as generally depicted on Exhibit "A." The spurtrack(s) measure(s) approximately five hundred forty (540) feet long and fifteen (15) feet wide, with a capacity to store six (6) rail cars (each).

4. ALLOWABLE USES.

LICENSEE shall use the Premises solely to store and display the following passenger railcar(s):

Operable, non-motorized, privately owned passenger railroad car(s). [railcars listed by unique identifier]), individually and collectively referred to as "Railcars"

Use of the Premises:

Storage and/or display passenger Railcar(s) on existing SBCTA decommissioned spurtrack(s) identified in Item 3 ("Licensed Uses"). This License does not grant the Licensee permission to perform maintenance of a mechanical nature upon the passenger Railcars nor to paint the exterior of any Railcar while upon the Premises, without prior written consent issued by SBCTA in its sole discretion. This LICENSE does not cover special events. Special events require a separate Special Event Permit issued by SBCTA on a case by case basis. Use of water is restricted to washing/cleaning of Railcars no more than once every other week, the cost of which shall be recovered under Item 6.C.ii.

Automobile parking for owners and guests is available on a non-exclusive basis at the Depot's public parking lots. Time limits established for the lots shall be observed. Overnight parking is prohibited.

5. TERM.

Commencement Date: _____

Term (check one):

- ☒ A. Month-to-month
- ☐ B. Until End Date: _____ (subject to termination pursuant to the terms of this License – see especially Standard License Provisions §2.2)

6. FEES.

A. Administration Fee:

\$_____ per year or portion thereof, payable annually in advance.

B. Base Use Fee (check one):

- ☐ i. \$_____ per month, payable monthly in advance
- ☒ ii. \$_____ per spurtrack payable annually in advance

C. Additional Use Fee (check one):

- ☐ i. One-time fee: \$ _____
- ☒ ii. Other fee: \$ Monthly cost recovery for water utility usage and wayside power station electric utility usage.

D. Base Use Fee Adjustment Dates (check if applicable):

- ☒ i. CPI Adjustment: Annually, effective on the first day of the anniversary month of the Commencement Date, based on the published Consumer Price Index (or its successor) ("CPI") as defined in Section 3.2.1 of the Standard License Provisions.
- ☒ ii. Fair Market Rate Adjustment: At intervals of not less than three (3) years, based on the then current fair market rental value of the Premises as set forth in Section 3.2.2 of the Standard License Provisions.
- ☐ iii. Other: _____

7. INDEMNITY AND INSURANCE REQUIREMENTS.

LICENSEE shall fully comply with all terms and obligations contained within the LICENSE, which are incorporated herein by this reference, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, LICENSEE to obtain insurance varying from the requirements set forth in the LICENSE, which requirements shall be attached hereto in EXHIBIT “B” Insurance Requirements for License and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of Part II of the LICENSE.

IN WITNESS WHEREOF, this LICENSE was duly executed by the Parties identified in Item 1 of this Part I on the dates below, and is effective as the date executed by SBCTA.

LICENSEE:

[insert name and capacity of Licensee]

SBCTA:

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a
county transportation authority pursuant to
Public Utility Code §§130800 et seq.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Raymond W. Wolfe

Title: Executive Director

Date: _____

PART II – STANDARD LICENSE PROVISIONS

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Exhibits:

- “A” Map/Diagram/Depiction of Premises
- “B” Insurance Requirements for License
- “C” Permitted Hazardous Material
- “D” Additional Provisions

PART II - STANDARD LICENSE PROVISIONS

1. GRANT AND SCOPE OF LICENSE

- 1.1. Grant of License. SBCTA hereby grants a non-exclusive, revocable license to LICENSEE on the real property of SBCTA in the location shown in the diagram attached hereto as Exhibit “A” and described in Items 2 and 3 of the Basic License Provisions (the “Premises”), for the Licensed Uses described in Item 4 of the Basic License Provisions, together with rights for access and entry onto the Premises as necessary or convenient for the Licensed Uses and for no other purpose. In connection with this grant of license, LICENSEE, its employees, agents, customers, visitors, invitees, licensees, consultants and contractors (collectively, “LICENSEE’s Parties”) subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SBCTA if necessary for the Licensed Uses, with the time and manner of such entry and access subject to SBCTA’s prior written approval. The Premises, adjoining real property of SBCTA and personal property of SBCTA located thereon shall hereinafter collectively be referred to as “SBCTA Property.”
- 1.2. Condition of Premises. LICENSEE acknowledges that it has inspected the Premises in its present condition, including without limitation, all existing environmental conditions. LICENSEE accepts the Premises “as is” as suitable for the Licensed Uses and assumes all risk with respect to all present conditions of the Premises, whether patent or latent, including, without limitation, all existing environmental conditions. LICENSEE’s placement of any railcar(s) on the Premises shall be conclusive to establish that the Premises are in good and satisfactory condition when Use commences.
- 1.3. Use. The Premises shall be used only for the Licensed Uses specified in Item 4 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto, and no other purpose. No change shall be made by LICENSEE in the use of the Premises without SBCTA’s prior written approval.
 - 1.3.1. Transportation. LICENSEE acknowledges that SBCTA is not a rail operator and that LICENSEE shall be responsible for the transportation of the Railcars to, from, and on the Premises and any and all liability thereof.
- 1.4. Non-exclusive and Revocable Nature of License. The LICENSE granted herein is not exclusive and SBCTA specifically reserves the right to grant other licenses within the Premises. LICENSEE agrees that notwithstanding the Licensed Uses made by LICENSEE to the Premises or sums expended by LICENSEE in furtherance of this LICENSE, the license granted herein is fully revocable by SBCTA in accordance with the terms of this LICENSE.
 - 1.4.1. Coordination. LICENSEE agrees to coordinate with other licensees as may be necessary for the transportation of Railcars contemplated under this LICENSE or other licenses within the Premises.

- 1.5. Easements. SBCTA reserves to itself the right, from time to time, to grant such easements, rights and dedications that SBCTA deems necessary or desirable, and to cause the recordation of parcel maps, easement agreements and covenants, conditions and restrictions, so long as such easements, rights, dedications, maps and covenants, conditions and restrictions do not unreasonably interfere with the permitted use of the Premises by LICENSEE. LICENSEE shall sign any of the aforementioned documents upon request of SBCTA and failure to do so shall constitute a material breach of this LICENSE.

2. TERM, TERMINATION AND SURRENDER

- 2.1. Term of License. The term of this LICENSE shall commence on the “Commencement Date” specified in Item 5 of the Basic License Provisions. If Item 5.A of the Basic License Provisions is checked, this LICENSE shall continue in full force and effect on a month-to-month basis. If Item 5.B of the Basic License Provisions is checked, then this LICENSE shall be a license for the term specified in said Item 5.B. The term of this LICENSE as provided above is referred to as the “Term.”

2.2. Termination.

- 2.2.1. Convenience. If Item 5.A is checked, this LICENSE shall continue in full force and effect on a month-to-month basis until terminated by either Party on ninety (90) days’ prior written notice. If Item 5.B is checked, this LICENSE shall continue in full force and effect until the End Date, unless SBCTA, acting by its Executive Director or his or her designee, for any reason and in its sole and absolute discretion, determines that this LICENSE is no longer in SBCTA’s best interests, in which case SBCTA may terminate this LICENSE on ninety (90) days’ prior written notice, but SBCTA shall also return to LICENSEE, within thirty (30) days after the termination, the pro-rata portion of any annual Use Fee paid by the LICENSEE for the portion of the agreed term that will not be used by LICENSEE.

- 2.2.2. Cause. SBCTA may terminate this LICENSE for cause in accordance with the provisions hereof, including, without limitation, Section 24 (Abandonment), Section 7 (Default, Breach and Remedies) and Section 25.11 (Assignment). In addition, SBCTA shall have the right to immediately, and at LICENSEE’s expense, terminate this LICENSE upon discovery of any default set forth in Section 7.1(d) and abate any such public nuisance and/or dangerous condition; SBCTA may notice LICENSEE in any convenient manner, notwithstanding the provisions of Section 25.1.

- 2.2.3. Public Use. In addition to any and all other termination rights of SBCTA described herein, LICENSEE hereby expressly recognizes and agrees that the Premises are located on SBCTA property that may be developed for public projects and programs which may be implemented by SBCTA or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects, roadways, parking facilities, flood control and drainage facilities, and/or any other public or other governmental uses

(collectively and individually “Public Use”); and that LICENSEE’s use of the Premises under this LICENSE is a temporary, interim use as to which LICENSEE has no right to nor expectation of use for any particular length of time that may be terminated by SBCTA by ninety (90) days written notice to LICENSEE as set forth in Section 2.2.1 above. Accordingly, as a condition to entering into this LICENSE, LICENSEE expressly acknowledges and agrees that:

- (a) SBCTA may terminate this LICENSE as set forth above for any Public Use, to be determined in the sole and absolute discretion of SBCTA’s Executive Director, or designee;
- (b) LICENSEE shall **NOT** object to, oppose, or protest at any approval proceeding, nor file suit to prevent or delay, any Public Use when planned, proposed or implemented on or adjacent to the Premises;
- (c) If SBCTA’s Executive Director, or designee, at any time, or from time to time, determines in his or her sole and absolute discretion, that there is a need for the Premises or any adjoining property for a Public Use and such Public Use requires relocation or removal of the Railcars, LICENSEE shall relocate or remove its Railcars, as directed by SBCTA or any parties having operating rights over the Premises, at LICENSEE’s sole cost and expense, within ninety (90) days after written notice from SBCTA; and
- (d) LICENSEE expressly assumes all risk of any future Public Use as determined by SBCTA, and in the event SBCTA terminates this LICENSE and requires LICENSEE to vacate the Premises for any Public Use, LICENSEE shall not, as a result of such termination and vacation of the Premises, be entitled to receive any:
 - (i) relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and
 - (ii) compensation under any eminent domain or inverse condemnation law.

2.2.4. Penalty: If LICENSEE fails to terminate use of the Premises and/or restore the Premises as required in Item 2.3 below, on or before the End Date specified in Item 5.B of the Basic License Provisions or the termination date established as otherwise provided in this License (“Termination Date”), then, in addition to any and all other remedies available to SBCTA under the terms of this LICENSE or at law or equity, SBCTA may so restore the Premises and LICENSEE shall pay a Penalty equal to twice the Base Use Fee in effect on the day prior to the Termination Date, plus twice any Additional Use Fee, calculated and payable on a monthly basis, for the number of months (partial

months counting as whole months) from the Termination Date to the date that LICENSEE has terminated use and restored the Premises to the required condition. In the event that any Additional Use Fee is set as a percentage of revenues, or on some other variable basis, it shall be calculated based on the average for the prior twelve month period or if in effect less than one year, the monthly average from the effective date to the day prior to the Termination Date. LICENSEE shall indemnify SBCTA against all liabilities, costs and damages sustained by SBCTA by reason of such failure to terminate and restore.

- 2.3. Termination of Use and Restoration of Premises. Upon the Termination Date, unless otherwise requested in writing by SBCTA prior to the Termination Date, LICENSEE, at its own cost and expense, shall immediately remove all Railcars stored by LICENSEE on the Premises and restore the SBCTA Property as nearly as possible to the same state and condition as existed prior to the storage of said Railcars. Should LICENSEE fail to comply with the requirements of the preceding sentence, SBCTA may at its option (i) perform the same at LICENSEE's expense (including costs, interest, and fees), which LICENSEE agrees to pay to SBCTA on demand, or (ii) assume title and ownership of said Railcars. No termination hereof shall release LICENSEE from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Railcars are removed and the SBCTA Property is restored.

3. PAYMENTS

- 3.1. Fees. As consideration for the rights herein granted, LICENSEE agrees to pay to SBCTA the Administration and Use Fees specified in Item 6 of the Basic License Provisions, adjusted as set forth in Section 3.2.
- 3.1.1. Administration Fee. The Administration Fee set forth in Item 5.A of the Basic License Provisions shall be due and payable, without demand, annually in advance prior to each anniversary of the Commencement Date of this LICENSE.
- 3.1.2. Base Use Fee. If Item 6.B.i of the Basic License Provisions is checked, the first month's Base Use Fee noted therein shall be due and payable, without demand, upon LICENSEE's execution of this LICENSE. Thereafter, the Base Use Fee, as such fee may be adjusted pursuant to the provisions of Section 3.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term. The Base Use Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis. If Item 6.B.ii of the Basic License Provisions is checked, the annual Use Fee amount, as such fee may be adjusted pursuant to the provisions of Section 3.2, shall be due and payable, without demand, annually in advance on or before the anniversary month of the Commencement Date for the convenience of both Parties, without affecting

the Term of this LICENSE as specified in Section 2.1 of the Basic License Provisions.

- 3.1.3. Additional Use Fee. If Item 6.C.i of the Basic License Provisions is checked, the one-time fee noted therein shall be due and payable upon execution of this LICENSE by LICENSEE. If Item 6.C.ii of the Basic License Provisions is checked, the fee noted therein shall be due and payable as indicated in Item 6.C.ii.

3.2. Use Fee Adjustment.

- 3.2.1. Annual CPI Adjustment. If Item 6.D.i of the Basic License Provisions is checked, then the Base Use Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date is provided in Item 5 of the Basic License Provisions (the “Adjustment Date”). If no adjustment is made at the annual anniversary date, an adjustment may nevertheless be made at a subsequent date and thereafter at not less than annual intervals. The adjusted Base Use Fee as of each Adjustment Date shall be the greater of the Base Use Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the most recent CPI figure as of the month that is three (3) months prior to the month during which the particular Adjustment Date occurs and the denominator of which is the most recent CPI figure as of the month that is (i) three (3) months prior to the month containing the prior Adjustment Date or, if there has been no prior Adjustment, (ii) three (3) months prior to the first day of the anniversary month of the Commencement Date. As used in this section, the “CPI” means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Riverside/San Bernardino/Ontario, all items (DECEMBER 2017 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics (Bureau), or if such index is no longer published, the U.S. Department of Labor’s most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period DECEMBER 2017 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SBCTA.

- 3.2.2. Fair Market Adjustment. If Item 6.D.ii of the Basic License Provisions is checked, then, at intervals of not less than three (3) years, the Base Use Fee (as such fee may be adjusted by Section 3.2.1, above) payable under this Section 3 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the Premises as determined by SBCTA in good faith. Such increases shall be effective as of thirty (30) days after written notice from SBCTA to LICENSEE of such adjustment, or the date specified in such written notice, whichever is later. If no adjustment is made at any three (3) year

interval, an adjustment may nevertheless be made on any subsequent date and thereafter at intervals of not less than three (3) years apart.

3.2.3. Other Adjustment. If Item 6.D.iii of the Basic License Provisions is checked, then, in addition to any adjustments required under Items 6.D.i and 6.D.ii, the adjustment set forth in 6.D.iii shall be applied in accordance with its terms.

3.3. Late Charge. LICENSEE acknowledges that late payment by LICENSEE of any payment owed to SBCTA under this LICENSE will cause SBCTA to incur costs not contemplated by this LICENSE, the exact amount of such costs being extremely difficult and impracticable to determine. Therefore, if any payment due from LICENSEE is not received by SBCTA within thirty (30) days without demand, annually in advance of the anniversary month of the Commencement Date, LICENSEE shall pay to SBCTA an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of \$500 for each late payment. The Parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SBCTA will incur by reason of a late payment by LICENSEE. Acceptance of any late payment charge shall not constitute a waiver of LICENSEE's default with respect to the overdue payment, nor prevent SBCTA from exercising any of the other rights and remedies available to SBCTA under this LICENSE, at law or in equity. In addition, any payment not made within thirty (30) days of the anniversary month of the Commencement Date shall bear interest at the rate of fourteen percent (14%) per annum, or the highest legally allowable rate, whichever is lower, until paid in full.

4. TAXES

LICENSEE shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax as described in California Revenue and Taxation Code Section 107, levied by any governmental authority against Railcars located on or placed on the Premises, whether owned by LICENSEE or any person or entity acting for or at the request of LICENSEE.

5. LIENS

LICENSEE will fully and promptly pay for all materials used to improve the Railcars stored or displayed on the Premises, and will fully and promptly pay all persons who perform labor upon the Railcars. LICENSEE shall not suffer or permit to be filed or enforced against the Premises, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any Licensed Use, or out of any other claim or demand of any kind. LICENSEE shall provide SBCTA with immediate written notice of any such liens, claims, demands, or stop notices that are placed against the Premises. LICENSEE shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SBCTA with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SBCTA from any and all such obligations and claims, including attorney's fees. LICENSEE shall furnish evidence of payment upon request of SBCTA. LICENSEE may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop

notices to SBCTA in compliance with applicable California law. If LICENSEE does not discharge any mechanic's lien or stop notice for work performed for LICENSEE, SBCTA shall have the right to discharge same (including by paying the claimant) and LICENSEE shall reimburse SBCTA for the cost of such discharge, as well as any associated costs and fees, within ten (10) business days after billing. SBCTA reserves the right at any time to post and maintain on the Premises such notices as may be necessary to protect SBCTA against liability for all such liens and claims. The provisions of this section shall survive the termination of this LICENSE.

6. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, LICENSEE assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Railcars stored and/or displayed on the Premises, the SBCTA Property and any other property of, or under the control or custody of, LICENSEE, which is on or near the Premises. LICENSEE's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SBCTA Property, accident or fire or other casualty on the SBCTA Property, and electrical discharge, noise or vibration resulting from SBCTA's transit operations on or near the SBCTA Property. The term "SBCTA" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SBCTA's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SBCTA. LICENSEE, on behalf of itself and its officers, directors, affiliates, employees, agents, independent contractors and subcontractors and anyone directly or indirectly employed by LICENSEE or for whose acts LICENSEE is liable (collectively, "Personnel"), as a material part of the consideration for this LICENSE, hereby waives all claims and demands against SBCTA for any such loss, damage or injury of LICENSEE and/or its Personnel, except where caused by the negligence or willful misconduct of SBCTA or a third party. **In that connection, LICENSEE expressly waives the benefit of California Civil Code Section 1542, which provides as follows:**

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of this section shall survive the termination of this LICENSE.

7. DEFAULT, BREACH AND REMEDIES

7.1. Licensee Default. LICENSEE shall be deemed to have breached and be in default under this LICENSE when any of the following occurs:

- (a) LICENSEE shall fail to make any payment or any reimbursement to SBCTA required herein when due;
- (b) LICENSEE shall vacate all or a substantial portion of the Premises, whether or not LICENSEE is in default of the payment or other charges due under this LICENSE;

- (c) LICENSEE shall fail to comply with any other term, provision or covenant of this LICENSE, and shall not cure such failure within twenty-four (24) hours after written notice thereof to LICENSEE; or
- (d) LICENSEE shall create or maintain, or allow any other person or entity to create or maintain, any public nuisance or any condition that fails to comply with any applicable federal, state, SBCTA or rail operator specifications or safety regulations or that presents a danger to public safety or a safety hazard to any operations, personnel, passengers or property of SBCTA or any rail carrier operating upon the affected rail line(s) on the Premises or SBCTA's adjacent right of way.

7.2. SBCTA's Remedies

- 7.2.1. Termination. Upon the occurrence of LICENSEE's default and breach not cured pursuant to this License Agreement, SBCTA shall have the right, to terminate this LICENSE and at any time thereafter to expel and remove therefrom LICENSEE and any other person occupying the same, by any lawful means, without prejudice to any of the remedies that SBCTA may have under this LICENSE, at law or equity, by reason of LICENSEE's default or of such termination.
- 7.2.2. Corrective Measures. Should LICENSEE default on, breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SBCTA at its option may perform any corrective measures deemed by SBCTA in its sole and absolute discretion to be necessary or appropriate to protect public health or safety, or SBCTA's legitimate governmental or proprietary interests or the interests of its railroad operators, at LICENSEE's expense (including fees, costs and interest) which LICENSEE agrees to pay to SBCTA upon demand.
- 7.2.3. Costs. If SBCTA incurs any cost or expense occasioned by the default of LICENSEE (including but not limited to attorneys' fees and costs), then SBCTA shall be entitled to receive such costs together with interest on all funds SBCTA expends at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is lower, including without limitation, brokers' fees incurred by SBCTA in connection with relicensing the whole or any part of the Premises; the costs of removing and storing LICENSEE's or other occupant's property; the costs of repairing, altering, and/or otherwise restoring the Premises to a safe and suitable condition, useable and acceptable to SBCTA, rail operators and future licensees; and all reasonable expenses incurred by SBCTA in enforcing or defending SBCTA's rights and remedies, including reasonable attorneys' fees whether or not suit is actually filed.

7.2.4. Remedies Cumulative. All rights, privileges and remedies of the parties are cumulative and not alternative or exclusive to the extent permitted by law except as otherwise provided herein

- 7.3. SBCTA Default and Licensee's Remedies. SBCTA shall not be in default under this LICENSE unless SBCTA fails to perform obligations required of SBCTA within sixty (60) days after written notice is delivered by LICENSEE to SBCTA specifying the obligation which SBCTA has failed to perform; provided, however, that if the nature of SBCTA's obligation is such that more than sixty (60) days are required for performance, then SBCTA shall not be in default if SBCTA commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. LICENSEE's exclusive remedy shall be an action for specific performance.

8. INDEMNIFICATION

- 8.1. LICENSEE, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SBCTA), and hold harmless SBCTA, and its officers, directors, employees, agents, consultants, contractors, permittees, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the LICENSEE or its Personnel (as defined in Section 6 (Assumption of Risk and Waiver) or invitees of LICENSEE in connection with the SBCTA Property or the presence upon or performance of activities by LICENSEE or its Personnel with respect to the SBCTA Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of LICENSEE or its Personnel, or (iii) non-performance or breach by LICENSEE or its Personnel of any term or condition of this LICENSE, in each case whether occurring during the Term of this LICENSE or thereafter.
- 8.2. The foregoing indemnity shall be effective regardless of any negligence on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees, and is in addition to any other rights or remedies which Indemnitees may have under the law or under this LICENSE. Upon request of SBCTA, LICENSEE shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this LICENSE.
- 8.3. Claims against the Indemnitees by LICENSEE or its Personnel shall not limit the LICENSEE's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for LICENSEE or its Personnel under workers' compensation, disability benefits or other employee benefits laws or insurance.

- 8.4. The indemnification and defense obligations of LICENSEE set forth in this section shall survive the termination and End Date of this LICENSE.

9. INSURANCE

- 9.1. SBCTA's Insurance. SBCTA may maintain insurance covering the Premises and SBCTA's ownership and operation thereof in such types and amounts as it deems necessary in its sole discretion. Such insurance shall be for the sole benefit of SBCTA and under its sole control. LICENSEE's insurance policies shall provide primary coverage to SBCTA; when any such policy issued to SBCTA provides duplicate coverage or is similar in coverage, SBCTA's policy will be excess over LICENSEE's policies.
- 9.2. Licensee's Insurance. LICENSEE, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this LICENSE insurance as required by SBCTA in the amounts and coverages specified and issued by insurance companies as described in, and meeting all other requirements set forth in EXHIBIT "B". SBCTA reserves the right, throughout the Term of this LICENSE, to review and change the amount and type of insurance coverage it requires at such time LICENSEE requests an amendment or modification to this LICENSE, if applicable, in connection with any Work to be performed on the Premises. Prior to (i) entering the Premises or (ii) performing any Work or maintenance on the Premises, LICENSEE shall furnish SBCTA with insurance endorsements and/or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. SBCTA shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by LICENSEE under this LICENSE. Self-insurance is not permitted.
- 9.3. Modifications to Insurance. Should any action by the LICENSEE require SBCTA to increase fire and extended coverage insurance premiums, or if LICENSEE's vacation of the Premises causes any increase in such premiums, then LICENSEE shall pay as an additional fee to SBCTA the amount of such increase upon demand by SBCTA, the amount required to correct at LICENSEE's expense the cause of such disallowance, penalty or surcharge to the satisfaction of the particular insurance authority.

10. MAINTENANCE AND REPAIR

LICENSEE, at LICENSEE's sole expense, shall during the Term of this LICENSE maintain the the Premises in a good condition, free from weeds, litter, debris, refuse or other nuisance, and shall perform all maintenance and clean-up of the Premises and the Railcars as necessary to keep the Premises in good order and condition, to SBCTA's sole satisfaction. If any portion of the SBCTA Property, including improvements or fixtures, suffers damage by reason of the access to or Use of the Premises by LICENSEE or LICENSEE's employees, agents, customers, invitees, licensees, consultants, contractors and subcontractors (collectively, "LICENSEE's Parties"), LICENSEE shall, at its own cost and expense, immediately repair all such damage and restore the SBCTA Property to as good a condition as before such cause of damage occurred. LICENSEE shall not perform any maintenance on railroad tracks and facilities without express

prior written approval of and direction from SBCTA and compliance with all applicable standards, specifications and safety requirements.

11. ALTERATIONS AND CONSTRUCTION

Except as otherwise provided herein, LICENSEE shall make no alterations or additions to the Premises without obtaining the prior written consent of SBCTA in each instance. Any work performed or caused to be performed by LICENSEE on the the Premises shall be performed (a) at LICENSEE's sole cost and expense, (b) in accordance with any and all applicable permit requirements, laws, rules, regulations and safety requirements (including SBCTA's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SBCTA. LICENSEE shall submit written notice and work plans to SBCTA for review and approval at least thirty (30) days prior to commencement of any work on the Premises. Any such work must be carried out pursuant to the work plans approved in writing by SBCTA and in compliance with any and all SBCTA rules, regulations and other requirements. SBCTA shall have the right at any time and from time to time to post and maintain notices of non-responsibility. Unless otherwise requested by SBCTA, upon completion of any work, LICENSEE shall restore the SBCTA Property to its condition immediately preceding the commencement of such work.

12. CONTRACTORS; APPROVAL AND INSURANCE

Any of LICENSEE's Parties performing any work on the Premises shall first obtain SBCTA's written approval and acquire all required right of entry permits and authorizations from SBCTA and any rail operator utilizing affected or adjacent railroad tracks. With respect to such work, LICENSEE shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such work, insurance, as required by SBCTA, in the amounts and coverage specified on and issued by insurance companies as described in EXHIBIT "B". Additionally, LICENSEE shall cause any and all of its contractors and subcontractors which may (i) be involved with such work, or (ii) may, for any reason, need to enter onto the Premises, to obtain and maintain in full force and effect during the Term of this LICENSE, or throughout the term of such work (as applicable), insurance, as required by SBCTA, in the amounts and coverage specified on, and issued by insurance companies as described in EXHIBIT "B". SBCTA reserves the right, throughout the Term of this LICENSE, to review and change the amount and type of insurance coverage it requires at such time LICENSEE requests an amendment or modification to this LICENSE, if applicable, in connection with any work to be performed on the Premises.

13. REIMBURSEMENT

LICENSEE agrees to reimburse SBCTA for all reasonable costs and expenses that SBCTA incurs in connection with work on or maintenance of the Premises or the Railcars, including, but not limited to, costs incurred by SBCTA in furnishing any materials or performing any labor, reviewing LICENSEE's work plans and inspecting any work, installing or removing protection beneath or along SBCTA's tracks, furnishing of watchmen, flagmen and inspectors as SBCTA deems necessary and such other items or acts as SBCTA in its sole discretion deems necessary to monitor or aid in compliance with this LICENSE, protect the safety of, and railway operations upon, its tracks and right-of-way, and to otherwise protect its interests. The costs and expenses

addressed in this Section 13 shall include all costs that SBCTA incurs in complying with the work or maintenance requirements of the railroads with valid operating authority over SBCTA's lines.

14. DELETED

15. DELETED

16. COMPLIANCE WITH LAWS

LICENSEE shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance or use of, the SBCTA Property, and shall furnish satisfactory evidence of such compliance promptly upon request of SBCTA. LICENSEE shall obtain all required permits required by any governmental authority for its use of the Premises, at its sole cost and expense. LICENSEE shall comply with all SBCTA policies, rules and regulations applicable to its properties. Subject to SBCTA's approval, LICENSEE shall at its own cost and expense install and construct all physical improvements to or needed to serve the Premises that are required by any federal, state or local building code or other law or regulation applicable to the Premises, or that are made necessary by the nature of LICENSEE's use of the Premises. LICENSEE shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at LICENSEE's sole expense.

17. SBCTA'S RIGHT OF ACCESS

- 17.1. Inspections. SBCTA shall have the right at any time (upon provision of reasonable notice of inspection to LICENSEE) or in case of emergency (without notice), to inspect the Premises in order to protect SBCTA's interests therein and to monitor compliance with this LICENSE, including compliance with applicable federal, state and local laws, regulations, rules and orders. Failure to submit to or cooperate with any inspection may result in termination of the LICENSE
- 17.2. Tests. If, in SBCTA's sole judgment, any installation on, or use or condition of the Premises may have an adverse effect on the Premises or SBCTA Property, adjacent property or SBCTA's operations, SBCTA shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Premises, as it determines to be necessary or useful to evaluate the condition of the Premises. LICENSEE shall cooperate with SBCTA in any tests or inspections deemed necessary by SBCTA.
- 17.3. Costs. LICENSEE shall pay or reimburse SBCTA, as appropriate, for all reasonable costs and expenses incurred due to tests, inspections or any necessary corrective Work, maintenance and inspections thereafter. SBCTA may establish an inspection fee, which may be changed from time to time, as part of an inspection program. The user shall pay such fee for each such inspection. Failure to pay the fee may result in termination of the LICENSE.
- 17.4. Sale or Lease of Premises. SBCTA may at any time place on or about the Premises any ordinary "for sale" and "for lease" signs. LICENSEE shall also permit SBCTA

and its agents, upon request, to enter the Premises or any part thereof, at reasonable times during normal business hours, to show the Premises to prospective tenants, purchasers or mortgagees.

18. ENVIRONMENTAL ASSESSMENT

Upon execution of this LICENSE, SBCTA may, in its sole discretion and if applicable, require LICENSEE to retain a duly licensed environmental consultant acceptable to SBCTA who shall perform an environmental assessment of the Premises and LICENSEE's and LICENSEE's Parties' business activities and prepare a report on LICENSEE's and/or LICENSEE's Parties' compliance with the provisions of this section. If determined by SBCTA to be necessary or useful to evaluate the condition of the Premises, SBCTA may require LICENSEE to cause a similar environmental assessment to be conducted on an annual basis, and/or upon or within one (1) year after the expiration or earlier termination of this LICENSE, the cost of which shall be the sole responsibility of LICENSEE. LICENSEE shall provide a copy of the report or reports from the consultant(s) promptly to SBCTA upon receipt and upon request shall promptly provide to SBCTA a copy of all data, documents and other information prepared or gathered in connection therewith.

19. HAZARDOUS/TOXIC MATERIAL USE AND INDEMNITY

- 19.1. LICENSEE shall maintain the Premises in compliance with all Environmental Laws, and shall not cause or permit the Premises to be in violation of any Environmental Law which is now or may hereafter become applicable to LICENSEE or the Premises. As used herein, "Environmental Law(s)" means any federal, state or local environmental, health and/or safety-related law, regulation, standard, decision of a court, permit or permit conditions, currently existing or as amended or adopted in the future. Except for any Hazardous Material expressly approved by SBCTA in writing as shown on Exhibit "C", LICENSEE shall not cause or permit, or allow any of LICENSEE's Parties to cause or permit, any Hazardous Material to be brought upon, stored, used, generated, treated or disposed of on or about the SBCTA Property. Any Hazardous Material on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Material" means any chemical, substance or material, including any mixture or solution, which by virtue of its properties or effects is potentially harmful to health, safety or property, or which is now or becomes in the future listed, defined or regulated in any manner under any Environmental Law as a hazardous or dangerous material or substance.
- 19.2. LICENSEE shall indemnify, defend (by counsel acceptable to SBCTA) and hold harmless the Indemnitees, as defined in Section 8 (Indemnification), from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) LICENSEE's breach of any prohibition or provision of this section, or (b) any release of Hazardous Material upon or from the Railcars or the Premises or contamination of the SBCTA Property which: (i) occurs due to the use and occupancy

of the Railcars or the Premises by LICENSEE or LICENSEE's Parties, or (ii) is made worse due to the act or failure to act of LICENSEE or LICENSEE's Parties.

- 19.3. The foregoing indemnity shall be effective regardless of any negligence on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive expiration or termination of this LICENSE; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this LICENSE.
- 19.4. In addition, in the event of any release on or contamination of the Premises, LICENSEE, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SBCTA Property and all affected adjacent property – whether or not owned by SBCTA) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SBCTA and any governmental authorities having jurisdiction, unless such release or contamination was solely caused by the gross negligence or willful misconduct of SBCTA.

20. UNDERGROUND STORAGE TANKS

NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE PREMISES.

21. CONDEMNATION

In the event all or any portion of the Premises shall be taken or condemned for public use by a governmental agency or any other party having the power of eminent domain (including conveyance by deed in lieu of or in settlement of condemnation proceedings), LICENSEE shall receive no compensation. Any compensation or damages arising out of such taking or condemnation awarded to LICENSEE are hereby assigned by LICENSEE to SBCTA.

22. BROKER'S FEES

LICENSEE represents and warrants that it has dealt with no broker, agent or other third party in connection with this transaction and LICENSEE agrees to indemnify and hold SBCTA harmless from and against any claims by any broker, agent or other party claiming a commission or other form of compensation by virtue of having dealt with LICENSEE with regard to obtaining this LICENSE.

23. SUBORDINATE RIGHTS

This LICENSE is subject and subordinate to the prior and continuing rights and obligations of SBCTA, its successors and assigns, to use the SBCTA Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body, and to all Bonds, and their respective indentures, issued by SBCTA in any of its capacities and/or by any of its affiliated entities now in place or hereafter issued. Accordingly, there is reserved and retained unto SBCTA, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain, use and/or relocate existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and

appurtenances in, upon, over, under, across and along the SBCTA Property or any portion thereof, and in connection therewith the right to grant and convey to others, rights and interests to the SBCTA Property or the Premises, regardless of any effect or impact on the Licensed Uses. LICENSEE shall bear all costs and losses it incurs associated with any modifications to the Premises necessary to accommodate SBCTA's exercise of any right hereunder. This LICENSE is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SBCTA Property now or hereafter. This LICENSE is executed by SBCTA without any warranty of title, express or implied, and the words "grant" or "convey" as used herein shall not be construed as a warranty of title or a covenant against the existence of any such title exceptions.

24. ABANDONMENT

Should LICENSEE at any time abandon the use of the Premises, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this LICENSE shall terminate to the extent of the portion so abandoned or discontinued

25. GENERAL PROVISIONS

- 25.1. Notices. All notices and demands which either of the Parties is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to the other Party at its address set forth in the Basic License Provisions. Either of the Parties may change its address for the receipt of notice by giving written notice thereof to the other Party in the manner herein provided. Notices shall be effective only upon receipt by the Party to whom notice or demand is given.
- 25.2. Governing Law. This LICENSE shall be governed by the laws of the State of California.
- 25.3. Binding Effect. The terms, provisions and covenants and conditions contained in this LICENSE shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. If more than one person executes this LICENSE as LICENSEE, then each shall be jointly and severally liable for all obligations of LICENSEE hereunder.
- 25.4. No Third Party Beneficiaries. This LICENSE is not intended by either party to confer any benefit on any third party other than the constituent members of SBCTA, including without limitations any broker, finder, or brokerage firm.
- 25.5. Severability. If any term, covenant, condition or provision of this LICENSE, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this LICENSE, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- 25.6. Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SBCTA that is not paid when due shall bear interest, beginning on the 31st date of when due, without demand, at the maximum rate then allowable by law. Such interest will be due SBCTA as it accrues. Payment of such interest shall not excuse or cure any default by LICENSEE under this LICENSE, provided, however, that interest shall not be payable on late charges incurred by LICENSEE.
- 25.7. Captions. The captions included in this LICENSE are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this LICENSE or any provision hereof, or in any way affect the interpretation of this LICENSE.
- 25.8. Survival of Obligations. All obligations of LICENSEE hereunder not fully performed as of the expiration or earlier termination of the Term of this LICENSE shall survive the expiration or earlier termination of this LICENSE, including without limitation all indemnity and defense obligations, all payment obligations with respect to Fees and all obligations concerning the condition of the SBCTA Property and the Premises.
- 25.9. Waiver of Covenants or Conditions. The waiver by either Party of any term, covenant, agreement or condition under this LICENSE shall not invalidate this LICENSE, nor shall it be considered a waiver by it of any other covenant or condition or of the same covenant or condition in another instance. To the extent patterns of practice between the Parties are inconsistent with the terms of this LICENSE, such patterns of practice shall not waive in part or in full SBCTA's right to insist upon strict accordance with any of the provisions of this LICENSE. The subsequent acceptance of payments hereunder by SBCTA shall not be deemed to be a waiver of any preceding breach by LICENSEE of any provisions, covenant, agreement or condition of this LICENSE, other than the failure of LICENSEE to pay the particular payment so accepted, regardless of SBCTA's knowledge of such preceding breach at the time of acceptance of such payment.
- 25.10. Effective Date/Nonbinding Offer. Submission of this LICENSE for examination or signature by LICENSEE does not constitute an offer of or option for a license, and it is not effective as a license or otherwise until executed and delivered by both SBCTA and LICENSEE. Each individual executing this LICENSE on behalf of SBCTA or LICENSEE represents and warrants to the other Party that he or she is authorized to do so.
- 25.11. Assignment. This LICENSE and the license granted herein are personal to the LICENSEE. LICENSEE shall not assign or transfer (whether voluntary or involuntary) this LICENSE in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SBCTA, which may be withheld in SBCTA's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and be a material breach of this LICENSE, which gives SBCTA the right to immediately terminate this LICENSE and seek all other available remedies for breach. Notwithstanding the foregoing, LICENSEE may, with SBCTA's consent, assign or transfer this LICENSE to any entity that it controls, is controlled by, or is under common control with LICENSEE.

- 25.12. Entire Agreement; Amendments. This LICENSE, including all attached Exhibits, constitutes the entire agreement between the Parties and supersedes all prior verbal or written agreements and understandings between the Parties with respect to the items set forth in this LICENSE. The Parties each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by either SBCTA or LICENSEE, or anyone acting on behalf of SBCTA or LICENSEE, other than those contained in this LICENSE. No amendments, changes, revisions, or discharges, at any time in whole or in part, of this LICENSE shall be binding upon the Parties unless they are in writing and executed by the Parties.
- 25.13. Attorneys' Fees. If either SBCTA or LICENSEE commences or engages in, or threatens to commence or engage in, an action by or against the other party arising out of or in connection with this LICENSE or the Premises, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith. If SBCTA becomes involved in any action, threatened or actual, by or against anyone not a party to this LICENSE, but arising by reason of or related to any act or omission of LICENSEE or LICENSEE's Parties, LICENSEE agrees to pay SBCTA's reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith.
- 25.14. Nondiscrimination. LICENSEE certifies and agrees that all persons employed by LICENSEE and LICENSEE's affiliates, subsidiaries, or holding companies, and any contractors retained by LICENSEE with respect to the Premises, are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964, the Unruh Civil Rights Act, the Cartwright Act, and the California Fair Employment Practices Act.
- 25.15. Further Acts. LICENSEE agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this LICENSE, including, at SBCTA's sole discretion, the relocation of the Railcars and the license granted hereby.
- 25.16. Time of Essence. Time is of the essence for this LICENSE.
- 25.17. Certificates. LICENSEE agrees from time to time, within thirty (30) days after request of SBCTA, to deliver to SBCTA or SBCTA's designee, an estoppel certificate stating that this LICENSE is in full force and effect, the date to which all applicable payments have been paid, the unexpired Term of this LICENSE and such other matters pertaining to this LICENSE as may be requested by SBCTA.
- 25.18. Security Measures. LICENSEE hereby acknowledges that the payments payable to SBCTA hereunder do not include the cost of guard service or other security measures, and that SBCTA shall have no obligation whatsoever to provide same. LICENSEE

assumes all responsibility for the protection of LICENSEE, LICENSEE's Parties and their property from acts of third parties.

- 25.19. 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 adjudged 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 it was not legally required to pay under the provisions of this LICENSE.
- 25.20. No Recording. LICENSEE shall not record or permit to be recorded in the official records of the county where the Premises are located, this LICENSE, any memorandum of this LICENSE or any other document giving notice of the existence of this LICENSE or the license granted hereby.
- 25.21. Flagmen. Where applicable, as a part of or in addition to all other safety obligations, LICENSEE shall maintain, at LICENSEE's expense, competent flagmen to protect and control movement of vehicles and equipment of LICENSEE or any other user of the Premises while upon the Premises, consistent with any applicable laws and regulations regarding work protection, including the rules and policies of SBCTA and/or any railroad operator having rights to utilize any affected or adjacent railroad tracks.
- 25.22. Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein. To the extent that any additional provisions in Exhibit "D" conflict with the provisions contained in this Part II, Standard License Provisions, the provisions in Exhibit "D" shall control.
- 25.23. Counterparts. This LICENSE may be executed in counterparts, which constitute one document. The parties shall execute this LICENSE in duplicate and intend each countersigned original to have identical legal effect.

EXHIBIT “A”
MAP/DIAGRAM/ DEPICTION OF PREMISES

Attachment: Template - Private Rail Car Storage [Revision 1] (5366 : Private Railcar Storage License Agreement Template)

DECOMISSIONED SPURTRACK RAILS Santa Fe Depot

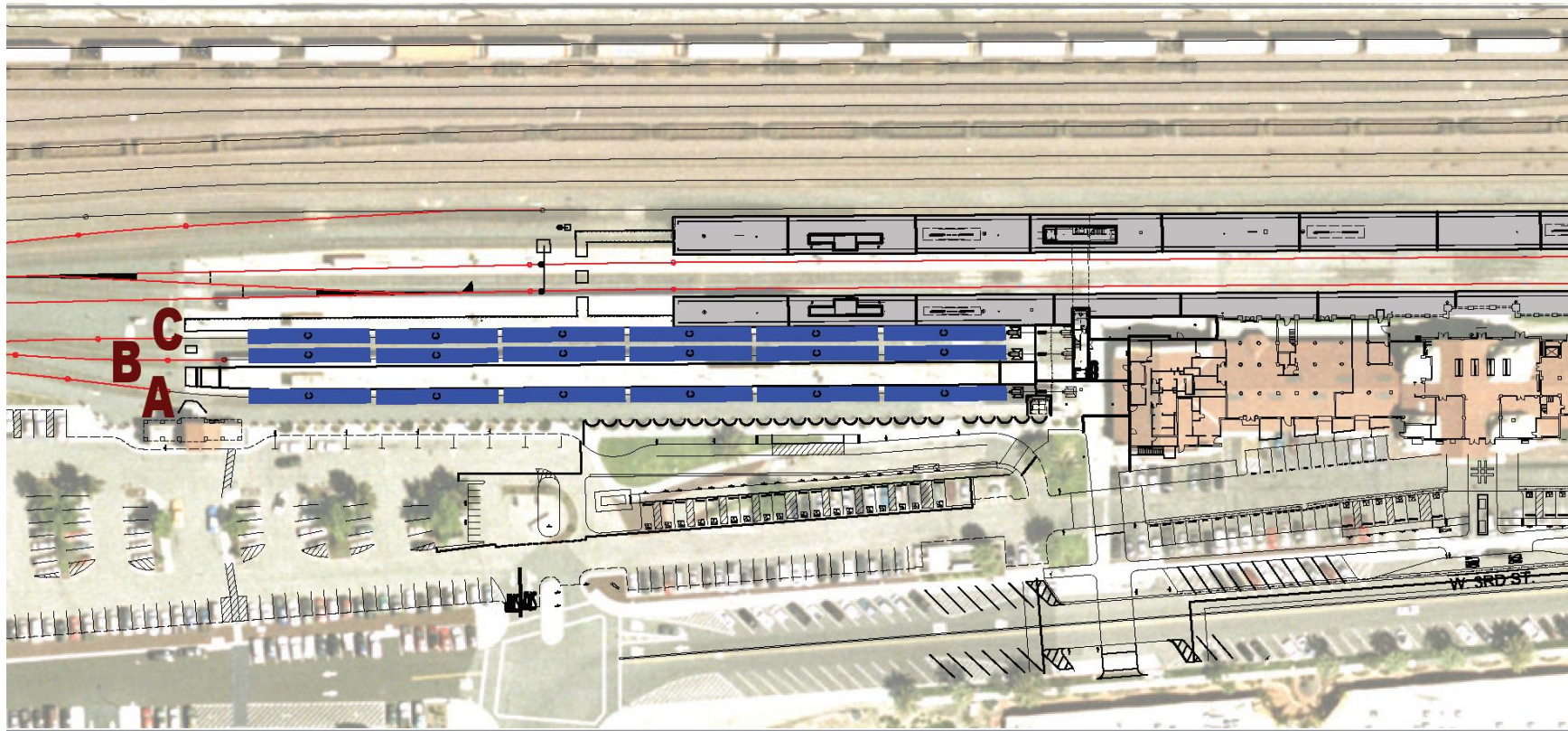


EXHIBIT “B”
INSURANCE REQUIREMENTS FOR LICENSE AGREEMENT

Attachment: Template - Private Rail Car Storage [Revision 1] (5366 : Private Railcar Storage License Agreement Template)

The holder of the permit, license or lease to which this Exhibit “B” is attached is hereinafter referred to as LICENSEE, and shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the use of SBCTA Property hereunder by the LICENSEE, its agents, representatives, employees or **subcontractors** as follows:

1. SCOPE OF COVERAGES AND MINIMUM LIMITS OF INSURANCE

LICENSEE shall maintain and provide proof of insurance coverage and if necessary an excess/umbrella policy. *The LICENSEE may combine the primary policy with the excess policy to be at least as broad as and with limits no less than the following:*

- I. ☐ **General Liability Coverage:** Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). Minimum limits: ***\$7,000,000 per occurrence*** for bodily injury, personal injury and property damage. Coverage shall provide ***\$9,000,000 aggregate limit***, or other form of general aggregate limit that sits over primary commercial general liability, and shall apply separately to each Project/location.
 - II. **Excess and/or Umbrella:** If LICENSEE determines to use an excess or umbrella policy, then coverage shall be a following-form policy in excess over the General Liability, Auto Liability, and Employer’s Liability primary coverages. This policy shall be written to include, except for policy limits, all of the provisions and conditions of the designated underlying policy and contain no provisions conflicting with the underlying policy.
 - III. ☐ **Automobile Liability:** Insurance Services Office Form No. CA 0001 covering Automobile Liability, code 1 (any auto). ***\$1,000,000 per accident*** for bodily injury and property damage.
 - IV. ☐ **Worker’s Compensation/Employer’s Liability Coverage:** Coverage shall maintain statutory Workers' Compensation insurance as required by the State if California and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of ***\$1,000,000*** shall be required.
- (Check all applicable boxes)
- V. ☐ **Course of Construction:** Providing coverage for “all risks” of loss in the completed value of the project.
 - VI. ☐ **Property Insurance:** Against all risks of loss to any tenant improvements or betterments: Full replacement cost with no coinsurance penalty provision.
 - VII. ☐ **Contractors Pollution Liability:** Coverage and limits no less than the following: ***\$1,000,000 per occurrence with \$2,000,000 annual aggregate limits.***

- (a) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

- (b) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- (c) Defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
- (d) Losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

VIII. ☐ Railroad Protective Liability: (To be checked for coverage required for any work performed within 50 feet of a railroad, all Projects, and any non-Utility Projects with the potential to affect existing or planned operational railroad right of way)

Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of SBCTA with respect to the operations they or any of their subcontractors perform on the Premises. Minimum Limits: **\$2 million per occurrence** combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property or the Premises, including the loss of use thereof. A **\$6 million annual aggregate** shall apply.

If providing coverage on the London claims-made form, the following provisions shall apply:

- (a) The limits of liability shall be not less than **\$3 million** per occurrence, combined single limit. A **\$9 million** aggregate may apply.
- (b) Declarations Item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- (c) If equivalent or better, wording is not contained in the policy form, the following endorsement must be included.

It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or structures. In cases of low hazard activity and insignificant risk to rail facilities, and if the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified, trained, and supervised such that they are not permitted to have any contact with the track or its related improvements, the Railroad Protective Liability Insurance requirement may be waived by SBCTA, or its designated representative, in SBCTA's sole and absolute discretion, where SBCTA's agreements and obligations with rail operators allow it.

2. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Deductibles shall be declared to SBCTA. In the event the LICENSEE maintains a self-insured retention, SBCTA may request that the LICENSEE provide a financial guarantee satisfactory to SBCTA guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or, at its sole discretion, SBCTA.

3. OTHER INSURANCE PROVISIONS / ENDORSEMENT

The general liability and automobile liability policies are to contain, or be endorsed to include, the following provisions:

- (a) SBCTA and Related Parties are to be covered as additionally insured parties as respects: liability arising out of activities performed by or on behalf of the LICENSEE; products and completed operations of the LICENSEE; premises owned, occupied or used by the LICENSEE; and automobiles owned, leased, hired or borrowed by the LICENSEE. The coverage shall contain no special limitations on the scope of protection afforded to SBCTA, or its Related Parties.
- (b) For any claims related to this project, the LICENSEE's insurance coverage shall be primary insurance as respects SBCTA, and its Related Parties. Any insurance or self-insurance maintained by SBCTA, or its Related Parties shall be excess of the LICENSEE's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SBCTA and its Related Parties.
- (d) The LICENSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SBCTA.
- (f) All insurance policies, including without limitation, Workers' Compensation and Employer's Liability policies, shall contain or be endorsed to include a waiver of subrogation in favor of SBCTA and its Related Parties. The effect of such releases and waivers is not limited by the amount of insurance carried or required or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against SBCTA or LICENSEE, as the case may be, so long as the insurance is not invalidated thereby.

4. WAIVER OF SUBROGATION

All insurance policies, including without limitation, Workers' Compensation and Employer's Liability policies, shall be endorsed to include a waiver of subrogation in favor of SBCTA and its Related Parties having their respective insurance carriers waive any right to subrogation that such company may have against SBCTA and its Related Parties. No insurance coverage provided shall prohibit LICENSEE or LICENSEE's employees or agents from waiving the right of subrogation prior to a loss or claim.

5. ADDITIONAL INSURED

All policies, except for Employer Liability/Worker's Compensation and Professional Liability policies, shall contain endorsements naming SBCTA and its Related Parties as additional insured parties with respect to liabilities arising out to the performance of Work hereunder. The additional insured endorsements shall not limit the scope of coverage for SBCTA or its Related Parties to vicarious liability but shall allow coverage for SBCTA and its Related Parties to the full extent provided by the policy.

6. COURSE OF CONSTRUCTION

Course of construction policies shall name SBCTA as loss payee.

7. SPECIAL RISKS OR CIRCUMSTANCES

SBCTA reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers admitted in California and with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SBCTA.

9. VERIFICATION OF COVERAGE

LICENSEE shall furnish SBCTA with original certificates of insurance with endorsements as verifying coverage required by this Exhibit "B". All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the SBCTA before Work commences. As an alternative, LICENSEE may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

10. CONTRACTORS AND SUBCONTRACTORS

LICENSEE shall include all contractors and subcontractors as insured parties under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by SBCTA.

EXHIBIT “C”
PERMITTED HAZARDOUS MATERIAL

No hazardous material is permitted to be used or stored on Premises.

EXHIBIT “D”
ADDITIONAL PROVISIONS

Attachment: Template - Private Rail Car Storage [Revision 1] (5366 : Private Railcar Storage License Agreement Template)

The following Additional Requirements are imposed on the Tenant/ LICENSEE/Permittee and all of its contractors, subcontractors, employees, laborers or other persons performing any work upon SBCTA Property on behalf of Tenant/ LICENSEE/Permittee, and are made part of the terms of the Lease/MLA/License/Right of Entry/Permit to which this EXHIBIT “D” is attached (“Agreement”).

As used hereinafter, the term “Contractor” shall include the Tenant/ LICENSEE/Permittee and each and every one of its contractors, subcontractors, employees, laborers, agents or other persons performing any work upon SBCTA Property on behalf of Tenant/ LICENSEE/Permittee; and the term “railroad operator” or “operating railroad” shall mean Southern California Regional Rail Authority (SCRRA), Burlington Northern Santa Fe Railroad Railway Company (BNSF) and/or any other railroad company or rail carrier having operating rights over rail lines owned or controlled by SBCTA.

Contractor shall fully comply with each and every one of the Additional Requirements below which is in any way applicable to the type of use, construction, installation or facility allowed under the Contractor’s Agreement and approved by SBCTA as required thereunder (“Permitted Use”). The inclusion of an Additional Requirement below that is not in any way applicable to the Contractor’s Permitted Use shall not imply any right, permission or consent to expand the Permitted Use in any way.

1. Contractor agrees to execute and deliver to each railroad operator prior to commencing any work within the rail right-of-way, a railroad Right of Entry Agreement which will include agreement to abide by each railroad operator’s rules and requirements for construction on railway property. Contractor shall secure approval from SBCTA and each railroad operator of the design of any structures and facilities prior to commencing work on their construction or installation.
2. Contractor will acquire and comply with any and all additional permits required by the railroad operator(s), affected public utilities and/or by any government agency having jurisdiction. Any permit fees, inspection fees, flagging fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, and any labor expenses for the installation or maintenance of any permitted improvements are the Contractor’s sole responsibility. Fully conformed copies of all permits are to be provided to SBCTA. Additional permits required of the Contractor may include but are not limited to encroachment permits, Storm Water Pollution Prevention Plans, environmental permits, temporary use permits, regulatory permits and third party utility permits. Contractors shall have all original executed agreements and permits on hand while on site and will present them on demand of representative of SBCTA and/or the railroad operator(s). Prior to the commencement of work, the contractor shall submit to SBCTA for review and approval, a description of the work process including a detailed schedule of all work activities to be carried out on SBCTA Property.

SCRRA’s Right of Way Engineers Office - (909) 394-3418

BNSF’s Roadmaster Office - (909) 386-4061

3. Contractor at its sole cost and expense shall obtain and maintain, in full force and effect, insurance, as required by SBCTA and the railroad operator(s) during the entire life of this contract. The Contractor shall furnish copies of the insurance certificates to SBCTA and all affected railroad operators.
4. Contractor agrees to comply with instructions of SBCTA and each railroad operator's Employee-In-Charge (EIC) and other representatives in relation to the proper manner of protection of the tracks and the traffic moving thereon, pole lines, signals and other property of SBCTA or its member agencies, tenants, licensees or permittees at or in the vicinity of the work, and shall perform the work at such times as not to endanger or interfere with safe and timely operations of railroad operators or of SBCTA's track and other facilities.
5. Contractor will call the appropriate operating railroad to arrange for flagging services a minimum of fifteen (15) working days prior to beginning work. Although every effort is made to accommodate schedules, prior notification does not guarantee the availability of protective/flagging services for the proposed date of work. The SCRRA/BNSF flagman/EIC has sole authority to protect safe railroad operations and infrastructure, therefore, only they and their representatives are permitted to perform flagging operations within the railroad right-of-way. At all times the contractor shall follow the flagman/EIC's direction. Contractor's work may not proceed in the absence of a flagman in accordance with applicable rules. At no time shall any contractor be permitted to cross any track or place or maintain any personnel or equipment within the railroad right-of-way without the permission of the railroad flagman.

SCRRA's Flagging Office (213) 305-8424

BNSF's Flagging Office (909) 386-4061

6. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete SCRRA's/BNSF's Third Party Safety Training course, which is required for all work near or within the railroad right-of-way. Evidence of training must be supplied upon request of SBCTA and its representatives. No work may commence on the railroad right-of-way until this training has been completed. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the SCRRA/BNSF flagman/EIC.

7. Contractor shall be responsible for the location and protection of any and all surface, sub-surface, and overhead lines, structures and improvements. Contractor shall not damage, destroy or interfere with any existing encumbrances, licenses and rights (whether public or private), granted upon or relating to the railroad right-of-way. It shall be the Contractor's responsibility to contact Underground Alert and locate all underground facilities prior to the commencement of construction. At the same time, the contractor shall notify the operating railroad for signal and communications cables and conduits mark-outs. Contractor shall obtain permission from the owners of any fiber optic, gas, electrical, water, oil or other lines which may be impacted by work on or any use of the Premises by Contractor.

SCRRA Signal Department (909) 592-1346

BNSF Signal Department (909) 386-4051

8. In case of signal emergencies or grade crossing problems, the contractor shall call the following emergency numbers.

SCRRA Signal Emergency Department (888) 446-9721

BNSF Signal Emergency Department (909) 386-4051

9. Contractor shall prepare and submit traffic control plan for SBCTA/SCRRA approval for projects that will affect vehicular traffic at an existing highway-rail grade crossing.
10. If SBCTA or any of its associated rail entities or railroad operators deem it necessary in the future, to modify, or to build additional, track or tracks or other facilities in connection with the operation of its railroad, at the request of SBCTA, contractor shall modify, at its own expense, any or all of its permitted facilities to conform to the rail facilities.
11. Both Contractor and SBCTA acknowledge that the Premises is licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Contractor's needs will be the sole responsibility and at the sole cost of the Contractor and subject to SBCTA's and any affected operating railroad's prior review and approval, which may be withheld in SBCTA's or the affected operating railroad's sole and absolute discretion. SBCTA or the affected operating railroad may require that any track removal and/or other work within the right-of-way be done by SBCTA or the railroad operator, respectively, but all such work shall remain at the sole cost of the Contractor, who may be required to deposit the estimated cost plus 25% in advance of the work, subject to refund or additional charge at the conclusion of the work. No permanent structures may be constructed on the premises without SBCTA's prior written approval. Contractor will be responsible for the removal of any or all permitted improvements upon termination of Agreement as directed by SBCTA.
12. Contractor shall pay for any and all utilities for its benefit, security and use.
13. SBCTA makes no warranties as to the suitability of the location for Contractor's intended use, and Contractor assumes all risks as to environmental compliance, zoning, visibility, or any other factors which may affect Contractor's intended use of the premises.

14. Boring of carrier or direct burial utilities by directional boring methods is prohibited.
15. Signs are not permitted on or along the perimeter of the Premises unless such signs were requested and approved under Contractor's original proposal and covered by the required insurance. The contractor shall install permanent signs identifying the location of pipes at the edge of the railroad right-of-way unless within a public grade crossing.
16. Contractor shall not bring upon or use any import soil on the Premises in conjunction with any purposes allowed under this Agreement, until said import soil has been laboratory tested by a certified hazardous waste testing laboratory and the test results have been approved by SBCTA. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as clean soil to the reasonable satisfaction of SBCTA. All soil piles are to be placed on a barrier to prevent intermingling with surface soils.
17. Contractor shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking and graffiti and from occupancy by transients/homeless persons or individuals. Contractor shall be fully responsible for all maintenance and maintenance of adjoining SBCTA Property that is required or necessary in connection with Contractor's use of Premises.
18. Prior to commencement of construction, the contractor shall submit to SBCTA / SCRRA a plan showing the proposed method of casing installation, construction access, stockpile locations, SWPPP control measures, fencing type and location and a milestone schedule.
19. For pipelines carrying flammable or hazardous materials, the contractor shall adhere to special conditions stated in the Right of Entry (ROE) Agreement.
20. The jacking and receiving pits shall be constructed outside of the railroad right of way unless shown on the SBCTA approved plans and shall not be located between any track and the automatic signal gate arms. The contractor shall layout the proposed jack and bore pits prior to the commencement of work. Only after the SBCTA/SCRRA inspector has approved the layout will the Contractor be allowed to begin work.
21. Contractor shall construct a temporary fence along the railroad right-of-way, or along the edge of pits closest to the track, on both sides of the pit, extending 50-feet in both directions from the pit, and measuring a minimum of 6-feet high. Fences are not required for work at grade crossings. Contractor shall pave the Premises area with asphalt or concrete, when requested, around the entire perimeter of the Premises as described in the Agreement in Part I and EXHIBIT "A". Contractor shall be responsible for total expense of fencing and asphalt.
22. All jack and bore operations within the railroad right-of-way shall be performed continuously on a 24-hour basis until work is completed with a SCRRA/BNSF flagman and SCRRA/BNSF inspector present at all times. Should work begin without the flagman and inspector present, the work will be halted and any casing installed will be abandoned in place, pressure grouted full, and capped to the satisfaction of SBCTA.

23. The contractor shall submit to SBCTA/SCRRA for review, drawings and calculations for any shoring that may affect or be influenced by the railroad tracks. All shoring designs shall comply with the requirements of, and be approved by, SBCTA and/or the affected operating railroad. All drawings and calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
24. Prior to commencement of work, the contractor shall submit to SBCTA/SCRRA for review, load calculations for the proposed jacking casing with applied load as defined by Cooper E-80 with a 50% added impact load. The calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
25. Should ground water or loose or unstable soils conditions be encountered during construction, the contractor shall immediately stop work, notify the railroad flagman, provide necessary structural support to track and other railroad structures, and notify the affected operating railroads and SBCTA. It shall be the responsibility of the contractor to make necessary corrections to the construction process to allow for said conditions.
26. All underground utilities under railroad tracks shall be encased in a larger pipe or conduit called the "casing pipe". Said casing pipe shall be installed across the entire width of the railroad right-of-way and shall extend beyond the right of way a minimum of 10-feet. The top of the casing shall have a minimum depth of 6-feet below the top of tie and a minimum depth of 5-feet below ground surface including bottom of ditches and other low points within the railroad right-of-way. All ends of the casing pipe shall be sealed unless otherwise authorized by SBCTA. Casing and carrier pipes shall be constructed to prevent leakage of any substance. When casing pipes are sealed at each end, vent pipes shall be installed. All casing pipes shall be installed with a minimum slope of 1%. Installation of casing pipes by open trenching is prohibited.
27. Abandoned pipes shall be removed from their casing pipes. The empty casing pipe shall be pressure grouted full for the entire length of the pipe. Should there be no casing pipe, the abandoned pipe shall be pressure grouted full the entire length of the pipe. A SBCTA / SCRRA inspector must be present during the grouting process.
28. Casing jacking shall adhere to the following requirements:
- (a) This method shall be in accordance with the American Railway Engineering and Maintenance of Way Association recommended practices, Volume 1, Chapter 1, Part 4, "Earth Boring and Jacking Culvert Pipe Through Fills." This operation shall be conducted without hand-mining ahead of the pipe and without the use of any type of boring, auguring, or drilling equipment.
 - (b) Bracing and backstops and jacks shall be designed and used with sufficient rating so that the jacking can progress without stoppage (except for adding lengths of pipe) until the leading edge of the pipe reaches the receiving pit.
 - (c) During jacking, an earth plug 1.5 times the diameter of the casing shall be maintained at all times. Jacking operations shall be continuous on a non-stop, 24-hour per day basis until the jacking operation is completed.

29. Casing boring shall adhere to the following requirements:

- (a) This method consists of pushing the pipe into the fill with a boring auger rotating within the pipe to remove the spoil. When augers or similar devices are used for casing replacement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the casing so that there will be no unsupported excavation ahead of the casing. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material.
- (b) The use of water or other liquids to facilitate casing placement and /or spoil removal is prohibited.
- (c) Plans and descriptions of the auger stop arrangement to be used shall be submitted to SBCTA / SCRRA for approval prior to commencement of work.
- (d) Any method which employs simultaneous boring and jacking or drilling and jacking for pipes over 8-inches in diameter that does not adhere to the above requirements will not be permitted. For casings 8-inches and smaller in diameter, auguring or boring without the same requirements may be considered if approved by SBCTA/SCRRA.

30. If an obstruction is encountered during installation of the casing pipe that will stop the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be abandoned in-place and pressure grouted full before continuing with work. Location, length, and depth of abandoned casing pipes and carrier pipes shall be shown on the as-built drawings.

31. Bored or jacked installations shall have a bored-hole diameter essentially the same as the outside diameter of the casing plus the thickness of the protective coating. If voids should develop or if the bored-hole diameter is greater than the outside diameter of the casing pipe, plus coating, by more than approximately 1-inch, grouting or other methods as approved by SBCTA/SCRRA shall be employed to fill such voids.

32. Pressure grouting of the soils before or during jacking or boring may be required to stabilize the soil, control water, prevent loss of material, and prevent settlement or displacement of the ground and/or tracks. Grout shall be cement, chemical or other special injection material selected to accomplish the necessary stabilization. The grouting contractor shall be a specialist in the field with a minimum of 5-years continuous experience of successfully grouting soil. Materials to be used and the method of injection shall be prepared by a California licensed Geotechnical Engineer, or by an experienced and qualified company specializing in this work and submitted for approval by SBCTA/SCRRA prior to the commencement of work. Proof of experience and competency shall accompany the submission.

33. When water is known or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site and be constantly attended operationally on a 24-hour per day basis until the SBCTA/SCRRA inspector determines their operation can be safely halted. When dewatering, close observation shall be maintained to detect any settlement or displacement of track, ground, or facilities.
34. The dewatering system shall lower and maintain the ground water level a minimum of 2-feet below the invert at all times during construction by utilizing well points, vacuum well points, or deep wells to prevent the inflow of water or water and soil into the heading. Ground water observation wells may be required to demonstrate that the dewatering requirements are being complied with.
35. The proposed methods of dewatering shall be submitted to SBCTA/SCRRA prior to the commencement of work. The discharge from the dewatering operations in the vicinity of the railroad shall be carefully monitored. Should excessive fine soils particles, pollutants, or hazardous materials or fluids be observed at any time during the dewatering process, the dewatering shall be halted immediately and cannot resume until the unsatisfactory condition is remedied to the satisfaction of the SBCTA/SCRRA inspector.
36. All backfilling shall be at 90% relative dry compaction. For areas within or that affect the railroad right-of-way, the contractor shall submit a compaction report prepared by a California licensed Geotechnical Professional Engineer prior to release of any deposited fund balance.
37. The Contractor shall remove all temporary facilities constructed on the railroad right-of-way, debris, and other items not originally at the site prior to construction and shall notify SBCTA and any affected operating railroad that all construction has been completed. After as-builts have been received, SBCTA inspects the construction site and signs-off the work, SBCTA will release any unused deposit funds it holds. Contractor shall be responsible to arrange refunds due from any affected operating railroads.
38. A minimum of five feet (5') clearance is required above signal and communication lines for overhead crossings.
39. Poles for any use within the railroad right-of-way must be located fifty-feet (50') out from the centerline of the railroad main, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole locations adjacent to industry track must provide at least a ten-foot (10') clearance from the centerline of track, when measured at right angles. If located adjacent to curved track, then said clearance must be increased at the rate of 1.5 inches per degree of curved track.
40. Regardless of the voltage, un-guyed poles shall be located a minimum distance from the centerline of any track, equal to the height of the pole above the ground-line plus ten feet (10'). If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.

41. Poles must be located a minimum distance from the railroad signal and communication line equal to the height of the pole above the ground-line or else be guyed at right angles to the lines. High voltage towers (34.5 kV and higher) must be located off railroad right-of-way.
42. Grade crossings or temporary grade crossing must not be installed under or within five-hundred feet (500') of the end of any railroad bridge, or three hundred feet (300') from the centerline of any culvert or switch area.
43. For overhead crossings, complete spanning of the Premises is encouraged with supportive structures and appurtenances located outside of the railroad property. For electric supply and communication lines, normally the crossing span shall not exceed one-hundred fifty-feet (150') with adjacent span not exceeding 1.5 times the crossing span length. For heavier type construction, longer spans will be considered.
44. To ensure that overhead crossings are clear from contact with any equipment passing under such wires, communication lines shall be constructed with a minimum clearance above top of rail of twenty-eight feet (28'). Electric lines must have a fluorescent ball marker on low wire over centerline track.
45. The utility owner will label the poles closest to the crossing with the owner's name and telephone number for emergency contact.
46. Overhead flammable and hazardous material lines are prohibited.
47. Because inductive interference from certain types of lines have the potential to disrupt the railroad signal and communication systems causing failures with the signals, communication, and at-grade crossing warning devices, SBCTA may require that an inductive coordination study be performed prior to approval of the permitted use at the expense of the utility owner for proposed electrical lines crossing tracks.
48. Joint-use construction is encouraged at locations where more than one utility or type of facility is involved. However, electricity and petroleum, natural gas or other flammable materials shall not be combined.

/// End of Page ///

Minute Action

AGENDA ITEM: 21

Date: January 9, 2019

Subject:

Amendment No. 4 to Contract No. 15-1001306 with Southern California Edison for the San Bernardino Regional Energy Partnership

Recommendation:

That the Board, acting as the San Bernardino Associated Governments (SBCOG):

A. Approve Amendment No. 4 to Contract No. 15-1001306 with Southern California Edison in the amount of \$134,376.00 for implementation of the San Bernardino Regional Energy Partnership.

B. Authorize the Executive Director or designee to finalize and execute Amendment No. 4 to Contract No. 15-1001306.

Background:

In 2008, the California Public Utilities Commission (CPUC) adopted the state's first Long Term Energy Efficiency Strategic Plan, creating a framework to address the need for long-term energy efficiency goals and savings throughout the state. Within the strategic plan, the Local Government Partnership (LGP) program was developed for implementing energy efficiency programs across government entities. The LGP program, managed by Investor Owned Utilities (IOUs) and supported by California utility ratepayers, sets the goal for local governments to lead by example and to identify energy efficiency projects within their facilities and communities.

In April of 2015, the CPUC approved the formation of the San Bernardino Regional Energy Partnership (SBREP), a free program for cities within San Bernardino County. On September 2, 2015, San Bernardino Associated Governments (SBCOG) Board of Directors approved contracts with Southern California Edison (SCE) and Southern California Gas (SoCalGas) to fund SBCOGs implementation of the SBREP.

To date, twelve cities (Chino, Chino Hills, Fontana, Highland, Montclair, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland and Yucca Valley) have passed a Resolution declaring support for the SBREP and its goals, and committing to identifying energy efficiency solutions within their facilities and communities. Cities invited to participate in the SBREP included those that do not operate their own utilities. The overall goal of the SBREP is to support cities with implementing energy efficiency upgrades within their facilities by offering free resources, technical assistance and energy efficiency programs, and by encouraging them to lead by example. In addition to supporting municipalities, the SBREP provides education and support to residents within the community. Since 2015, SBREP participating cities have reduced more than six million kWhs and received more than \$2.5 million in rebates and incentives.

As part of the community support and outreach, SCE and the SBREP will be hosting the 4th Annual Holiday Light Exchange, where residents served by SCE have the opportunity to exchange their old incandescent holiday lights for energy efficient Light Emitting Diode (LED) holiday lights at no cost.

The holiday light exchange events were scheduled in 2018 as follows:

- City of Upland Holiday Tree Lighting Ceremony, November 26th
- City of Montclair Holiday Tree Lighting Ceremony, November 29th

Entity: San Bernardino Council of Governments

Board of Directors Agenda Item

January 9, 2019

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- City of Chino Hills Tree Lighting Ceremony, December 1st
- City of Rialto Holiday Parade and Vendor Fair, December 8th
- City of Fontana Festival of Winter, December 8th
- City of Rancho Cucamonga Winter Wonderland, December 14th

In addition to the free resources and support, cities participating in the partnership receive enhanced incentives for implementation of energy efficiency projects. SCEs incentive Energy Leadership Partnership (ELP) model is a four level tiered approach in which all participating cities start at the valued tier and have an opportunity to advance to Silver, Gold and Platinum. To advance tiers, cities must accomplish a combination of kWh savings, Demand Response and community outreach requirements. By joining the SBREP, cities are automatically placed at the valued level and receive an additional incentive of \$.03 per kWh for eligible energy efficiency projects they implement. Cities will receive an additional \$.06/kWh once they reach Silver, \$.09/kWh for Gold, and \$.12/kWh for Platinum. The current status of SCEs Energy Leadership Partnership (ELP) model for the SBREP is as follows:

CITY	TIER LEVEL
Chino	Valued
Chino Hills	Valued
Fontana	Silver
Highland	Silver
Montclair	Silver
Rancho Cucamonga	Gold
Redlands	Silver
Rialto	Silver
San Bernardino	Gold
Twentynine Palms	Silver
Upland	Valued
Yucca Valley	Valued

As cities advance through the ELP, additional funding opportunities become available for implementing strategic planning activities. In 2017, SBCOG, on behalf of four SBREP cities, applied for and received additional funding to conduct energy use benchmarking. Benchmarking will analyze the cities' energy use across their facilities with the ability to compare their performance to other buildings of similar operations and size.

Staff requests the Board of Directors approval of Amendment No. 4 to Contract No. 15-1001306 with SCE for continued implementation of the SBREP.

Financial Impact:

This item is consistent with the Fiscal Year 2018/2019 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 12, 2018. This item and the draft amendment have been reviewed by the Procurement Manager and General Counsel.

Responsible Staff:

Duane Baker, Deputy Executive Director

San Bernardino Council of Governments

Approved
Board of Directors
Date: January 9, 2019
Witnessed By:

General Contract Information

Contract No: 15-1001306 Amendment No.: 4 Sole Source? No
 Vendor No.: 01973 Vendor/Customer Name: Southern California Edison
 Description: Implementation of the San Bernardino Regional Energy Partnership
 Estimated Start Date: 09/02/2015 Expiration Date: 06/30/2019 Revised Expiration Date: 06/30/2020
 List Any SBCTA Related Contracts Nos.: _____

Dollar Amount							
Original Contract		\$	105,000.00	Original Contingency		\$	-
Prior Amendments		\$	277,500.00	Prior Amendments		\$	-
Current Amendment		\$	134,376.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	516,876.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	516,876.00

Contract Authorization

Board of Directors _____ Date: 01/09/2018 Board _____ Item # 5367

Contract Management (Internal Purposes Only)

Receivable _____ Receivable _____ No Budget Adjustment _____

Accounts Payable											
Total Contract Funding: \$						Total Contingency: \$					
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
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Accounts Receivable											
Total Contract Funding: \$						516,876.00					
Funding Agreement No: <u>15-1001306</u>						Reversion Date: _____					
GL:	6001	10	0111	0709	48001004		73,613.00	GL:			-
GL:	6001	10	0111	0709	48001014		96,544.00	GL:			-
GL:	6001	10	0111	0709	48001024		316,719.00	GL:			-
GL:	6001	10	0111	0709	48001034		30,000.00	GL:			-
GL:							-	GL:			-

Nicole Soto

Project Manager (Print Name)

Duane A. Baker

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - Revised - 7-18 (5367 : Amendment No. 4 to Contract 15-1001306 with SCE for implementation of the SBREP)

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

THIS FOURTH AMENDMENT (“FOURTH AMENDMENT”) TO THE AGREEMENT TO JOINTLY DELIVER THE SAN BERNARDINO REGIONAL ENERGY PARTNERSHIP PROGRAM dated September 2, 2015, (the “Agreement”) is effective as of January 1, 2019 (the “Fourth Amendment Effective Date”) by and between SOUTHERN CALIFORNIA EDISON COMPANY (“SCE”) and SAN BERNARDINO ASSOCIATED GOVERNMENTS (“BUNDLER”). Terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. SCE may be referred to individually herein as the “Utility”. The Utility and BUNDLER may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the Parties previously executed the Agreement effective September 2, 2015 and subsequently amended the Agreement to extend its term in accordance with the applicable decisions of the California Public Utilities Commission (“Commission”);

WHEREAS, on October 28, 2015, the Commission issued its Decision for Energy Efficiency Goals for 2016 and Beyond and Energy Efficiency Rolling Portfolio Mechanics (the “D.15-10-028”) which authorized the Energy Efficiency Program rolling portfolio mechanics for 2016 and beyond, and continuation of energy efficiency programs, consistent with the terms and conditions set forth in the Agreement, except as otherwise provided in this Fourth Amendment; and

WHEREAS, the Parties desire to amend the Agreement as necessary to set forth the 2019 program budget to extend the Agreement through the end of the program cycle beginning January 1, 2019 and ending December 31, 2019 (“2019 Program”).

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

1. To the extent applicable, any reference in the Agreement, as amended, to the “2015 Program” shall also hereby include the 2019 Program.
2. Section 1.14 of the Agreement is hereby deleted in its entirety and replaced with the following, and all references to “PIP” or “Program Implementation Plan” in the Agreement shall be changed to “IP” or “Implementation Plan”.

“1.14: IP or Implementation Plan: The Implementation Plan, as may be amended from time to time, specific to this Partnership, together with the SCE Energy Leader Partnership Master IP, which include the anticipated scope of the Program in SCE’s service territory, as approved by the Commission. The Implementation Plan is incorporated into this Agreement by reference hereto and will be provided to Program Participant upon written request.”

3. Section 10.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“10.1.3. Bundler Budget Adjustment and Fully Burdened Labor Rate Change

“The Parties acknowledge that this Program is offered in furtherance of the Commission’s strategic energy efficiency goals for California and is based on Bundler’s agreement to help achieve such goals for the Partnership. The Partner Budget for Bundler is set forth in Exhibit B, which exhibit may be modified in the sole discretion of SCE, without formal amendment to the Agreement (notwithstanding Section 24 hereof), consistent with Section 10.1.1 and 10.1.3 hereof. SCE will provide at least 30 days’ notice to Bundler of the final Partner Budget and any modifications thereto, and any such notice will include a copy of the modified Partner Budget and the effective date of any such modified Partner Budget. Pursuant to this Section, any such amended Exhibit B shall automatically be incorporated into this Agreement and take effect on the effective date stated in the notice from SCE to Bundler.

“This amendment shall not modify any funding in place prior to the execution of this amendment, including implementation of the Program, pending invoices, and all projects approved by SCE and in progress by the Bundler that are being funded through the Partner Budget identified in Exhibit B: Administrative, Marketing & Outreach, Direct Implementation, and Technical Assistance.

“Bundler, in its discretion, may request changes to the Joint Fully Burdened Labor Rate Table to modify the maximum fully burdened labor rate for each title, subject to SCE’s approval. If SCE approves the amended Joint Fully Burdened Labor Rate Table, it will issue a new Joint Fully Burdened Labor Rate Table to be incorporated into the Agreement without requiring a formal amendment executed by both Parties, notwithstanding Section 24 hereof.”

4. Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

“11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

Unless this Agreement is terminated pursuant to Section 25 below, or unless otherwise agreed to by the Parties or so ordered by the Commission, the Parties shall complete all Program Administrative activities (as defined in the IP) and all reporting requirements by no later than March 31, 2020, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2019.”

5. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

“12. FINAL INVOICES

BUNDLER must submit final invoices to the Utility no later than March 31, 2020.”

6. Section 25.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“25.1. Term. This Agreement shall be effective as of the Effective Date. Subject to Section 37, the Agreement shall continue in effect until June 30, 2020, unless otherwise terminated in accordance with this Agreement, as amended.”

7. Exhibit A (ENERGY LEADER PARTNERSHIP LEVEL) of the Agreement is hereby deleted in its entirety and replaced with the version of Exhibit A (ENERGY LEADER PARTNERSHIP LEVEL) attached to this Fourth Amendment, which is incorporated herein by reference and made a part of the Agreement.
8. Exhibit B (ENERGY LEADER PARTNERSHIP PROGRAM 2017-2018 GOALS & PARTNER BUDGET) of the Agreement is hereby deleted in its entirety and replaced with the version of Exhibit

B (ENERGY LEADER PARTNERSHIP PROGRAM 2019 GOALS & PARTNER BUDGET FOR BUNDLER) attached to this Fourth Amendment, which is incorporated herein by reference and made a part of the Agreement. The Parties acknowledge and agree that if a Commission decision or order alters the amount approved for the 2019 Program budget(s), as set forth in Exhibit B, SCE shall amend Exhibit B to reflect the approved 2019 Program budget in any such Commission decision or order, in accordance with Section 30 of this Agreement.

9. This Fourth Amendment may be executed in one or more counterparts and delivered by electronic means, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.
10. General. From and after the Fourth Amendment Effective Date, any reference to the Agreement contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Agreement, as amended by any prior amendments to the Agreement, and this Fourth Amendment. In the event of any conflict between the Agreement, as amended, and this Fourth Amendment, this Fourth Amendment shall prevail. All remaining provisions of the Agreement shall remain unchanged and in full force and effect. Each party is fully responsible for ensuring that the person signing this Fourth Amendment on that party's behalf has the requisite legal authority to do so.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to be executed by their duly authorized representatives as of the Fourth Amendment Effective Date.

BUNDLER:

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Name Printed: Raymond W. Wolfe

Title: Executive Director

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____

Name Printed: Julianna K. Tillquist

Title: Assistant General Counsel

Date: _____

SCE:

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

Name Printed: Jill C. Anderson

Title: Vice President, Customer Programs and Services

Date: _____

Attachment: 15-1001306 Amendment 4 (5367 : Amendment No. 4 to Contract 15-1001306 with SCE for implementation of the SBREP)

EXHIBIT A

ENERGY LEADER PARTNERSHIP LEVEL

Energy Leaders Partnership levels are:

Valued Partner Level – This level is the entry level for the partner to develop knowledge and establish goals towards the Silver Level. A budget is available for energy savings projects, for marketing, education, and outreach to the community, as well as for technical assistance toward upgrading or retrofitting partners' facilities. SCE's core program incentives will be offered directly to the partner. The partner will be expected to use the marketing and outreach funds to generate verifiable energy savings in their own facilities and in the community and will participate in demand response at a basic level. Valued Level provides the Partner with 3 cents per kWh paid in addition to what is paid to the Partner under SCE's core program. Partner will need to meet DR requirements as described in the IP.

Silver Level – To qualify for this level, the partner demonstrates past participation in SCE energy efficiency programs, develops an energy action plan, sets community and BUNDLER energy reduction goals, and participates in demand response. An enhanced incentive is paid at the Silver Level. Silver Level provides the Partner with 6 cents per kWh paid in addition to what is paid to the Partner under SCE's core program. Partner will need to meet DR requirements as described in the IP.

Gold Level – To qualify for this level, the partner demonstrates higher past participation in SCE energy efficiency programs, establishes higher BUNDLER and community program participation and energy savings goals and makes a higher commitment to participate in demand response. Incentive factors are higher for partner facilities' energy efficiency projects. Gold Level provides the Partner with 9 cents per kWh paid in addition to what is paid to the Partner under SCE's core program. Partner will need to meet DR requirements as described in the IP.

Platinum Level – To qualify for this level, the partner demonstrates even higher past participation in energy efficiency programs, is innovative and integrates Energy Action Plan policies, ordinances and procedures. All facilities are targeted for energy efficiency upgrades and the partner makes a higher commitment to participate in Demand Response. Incentive factors are highest for Partner facilities' energy efficiency projects and additional incentives are made available for customized community energy efficiency projects. Platinum Level provides the Partner with 12 cents per kWh paid in addition to what is paid to the Partner under SCE's core program. Partner will need to meet DR requirements as described in the IP.

Note: The following Tier Status beginning 1/1/2017. Finalized on 1/21/2017.

Energy Leader Partnership City of Chino

Current Energy Leader Level: Valued Valued

2006 Baseline Consumption: 9,882,602
 2006 - Present Energy Savings: 339,674
 Participation Savings % 3.44%

Accomplishments to Date Summary

	Value	Silver	Gold	Platinum
Municipal Savings	N/A	Not Met	Not Met	Not Met
IDSM Criteria	N/A	Not Met	Not Met	Not Met

Details & Next Steps

	Value Level	Silver Level 5%	Gold Level 10%	Platinum Level 20%
Municipal Savings to Reach Level		494,130	988,260	1,976,520
Savings Needed to Attain Level		154,456	648,586	1,636,846
IDSM Criteria Needed		1	2	2
IDSM Criteria (Must Complete 2 Per Tier Level)		Complete energy benchmarking X Complete GHG Inventory Complete one (1) IDSM Marketing and Outreach Menu item Distribute IDSM Solutions Brochure to partner employees and enroll one (1) eligible facility in a Demand Response program and develop an Event Curtailment Plan for participating facility	Complete Energy Action Plan Establish mechanism for an EE Revolving Fund Complete one (1) IDSM Marketing and Outreach Menu item Conduct one (1) co-branded IDSM community event and enroll 10% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities	Implement Energy Action Plan Establish mechanism for an EE Revolving Fund Complete one (1) IDSM Marketing and Outreach Menu item Conduct one (1) co-branded IDSM community event and enroll 20% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities
Menu Items Completed				

IDSM Marketing & Outreach Menu Options: Bill Insert, Group Presentation, IDSM Workshop, Muni Success Story, Council Presentation, Kiosk / Display / Newsletter, or Website

* Please review IDSM Marketing & Outreach Menu for detail requirements

Tier Status beginning 10/1/2018

Final - 10/29/2018

Energy Leader Partnership City of Chino Hills

Current Energy Leader Level: Value Valued

2006 Baseline Consumption: 6,752,747
 2006 - Present Energy Savings: 135,521
 Participation Savings % 2.01%

Accomplishments to Date Summary

	Value	Silver	Gold	Platinum
Municipal Savings	N/A	Not Met	Not Met	Not Met
IDSM Criteria	N/A	Met	Not Met	Not Met

Details & Next Steps

	Value Level	Silver Level 5%	Gold Level 10%	Platinum Level 20%
Municipal Savings to Reach Level		337,637	675,275	1,350,549
Savings Needed to Attain Level		202,116	539,754	1,215,028
IDSM Criteria Needed		0	2	2
IDSM Criteria (Must Complete 2 Per Tier Level)		Complete energy benchmarking	Complete Energy Action Plan	Implement Energy Action Plan
		X Complete GHG Inventory	Establish mechanism for an EE Revolving Fund	Establish mechanism for an EE Revolving Fund
		X Complete one (1) IDSM Marketing and Outreach Menu Item	Complete one (1) IDSM Marketing and Outreach Menu Item	Complete one (1) IDSM Marketing and Outreach Menu Item
		Distribute IDSM Solutions Brochure to partner employees and enroll one (1) eligible facility in a Demand Response program and develop an Event Curtailment Plan for participating facility	Conduct one (1) co-branded IDSM community event and enroll 10% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities	Conduct one (1) co-branded IDSM community event and enroll 20% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities
Menu Items Completed		Co-Branded Kiosk - 8/4/16		

IDSM Marketing & Outreach Menu Options: Bill Insert, Group Presentation, IDSM Workshop, Muni Success Story, Council Presentation, Kiosk / Display / Newsletter, or Website

* Please review IDSM Marketing & Outreach Menu for detail requirements

Tier Status beginning 10/1/2018

Final - 10/28/2018

Energy Leader Partnership City of Fontana

Current Energy Leader Level: Silver

2006 Baseline Consumption: 7,551,598
 2006 - Present Energy Savings: 3,445,977
 Participation Savings % 45.63%

Accomplishments to Date Summary

	Value	Silver	Gold	Platinum
Municipal Savings	N/A	Met	Met	Met
IDSM Criteria	N/A	Met	Not Met	Not Met

Details & Next Steps

	Value Level	Silver Level 5%	Gold Level 10%	Platinum Level 20%
Municipal Savings to Reach Level		X 377,580	X 755,160	X 1,510,320
Savings Needed to Attain Level		-	-	-
IDSM Criteria Needed		0	1	2
IDSM Criteria (Must Complete 2 Per Tier Level)		Complete energy benchmarking	Complete Energy Action Plan	Implement Energy Action Plan
		X Complete GHG Inventory	Establish mechanism for an EE Revolving Fund	Establish mechanism for an EE Revolving Fund
		Complete one (1) IDSM Marketing and Outreach Menu item	X Complete one (1) IDSM Marketing and Outreach Menu item	Complete one (1) IDSM Marketing and Outreach Menu item
		X Distribute IDSM Solutions Brochure to partner employees and enroll one (1) eligible facility in a Demand Response program and develop an Event Curtailment Plan for participating facility	Conduct one (1) co-branded IDSM community event and enroll 10% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities	Conduct one (1) co-branded IDSM community event and enroll 20% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities
Menu Items Completed			Co-Branded Kloek - 8/1/16	

IDSM Marketing & Outreach Menu Options: Bill Insert, Group Presentation, IDSM Workshop, Muni Success Story, Council Presentation, Kloek / Display / Newsletter, or Website

* Please review IDSM Marketing & Outreach Menu for detail requirements

Tier Status beginning 10/1/2018

Final - 10/29/2018

Energy Leader Partnership City of Highland

Current Energy Leader Level: Silver

2006 Baseline Consumption: 827,995
 2006 - Present Energy Savings: 124,057
 Participation Savings % 14.98%

Accomplishments to Date Summary

	Value	Silver	Gold	Platinum
Municipal Savings	N/A	Met	Met	Not Met
IDSMS Criteria	N/A	Met	Not Met	Not Met

Details & Next Steps

	Value Level	Silver Level 5%	Gold Level 10%	Platinum Level 20%
Municipal Savings to Reach Level		X 41,400	X 82,800	165,599
Savings Needed to Attain Level		-	-	41,542
IDSMS Criteria Needed		0	2	2
IDSMS Criteria (Must Complete 2 Per Tier Level)		Complete energy benchmarking	Complete Energy Action Plan	Implement Energy Action Plan
		X Complete GHG Inventory	Establish mechanism for an EE Revolving Fund	Establish mechanism for an EE Revolving Fund
		X Complete one (1) IDSMS Marketing and Outreach Menu Item	Complete one (1) IDSMS Marketing and Outreach Menu Item	Complete one (1) IDSMS Marketing and Outreach Menu Item
		Distribute IDSMS Solutions Brochure to partner employees and enroll one (1) eligible facility in a Demand Response program and develop an Event Curtailment Plan for participating facility	Conduct one (1) co-branded IDSMS community event and enroll 10% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities	Conduct one (1) co-branded IDSMS community event and enroll 20% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities
Menu Items Completed		3/13/17 Kiosk Silver		

IDSMS Marketing & Outreach Menu Options: Bill Insert, Group Presentation, IDSMS Workshop, Muni Success Story, Council Presentation, Kiosk / Display / Newsletter, or Website

* Please review IDSMS Marketing & Outreach Menu for detail requirements

Tier Status beginning 10/1/2018

Final - 10/25/2018

Energy Leader Partnership City of Montclair

Current Energy Leader Level: Silver **Silver**

2006 Baseline Consumption: 1,850,247
 2006 - Present Energy Savings: 407,180
 Participation Savings % 22.01%

Accomplishments to Date Summary

	Value	Silver	Gold	Platinum
Municipal Savings	N/A	Met	Met	Met
IDSM Criteria	N/A	Met	Not Met	Not Met

Details & Next Steps

	Value Level	Silver Level 5%	Gold Level 10%	Platinum Level 20%
Municipal Savings to Reach Level		X 92,512	X 185,025	X 370,049
Savings Needed to Attain Level		-	-	-
IDSM Criteria Needed		0	2	2
IDSM Criteria (Must Complete 2 Per Tier Level)		X Complete energy benchmarking	Complete Energy Action Plan	Implement Energy Action Plan
		Complete GHG Inventory	Establish mechanism for an EE Revolving Fund	Establish mechanism for an EE Revolving Fund
		X Complete one (1) IDSM Marketing and Outreach Menu Item	Complete one (1) IDSM Marketing and Outreach Menu Item	Complete one (1) IDSM Marketing and Outreach Menu Item
		Distribute IDSM Solutions Brochure to partner employees and enroll one (1) eligible facility in a Demand Response program and develop an Event Curtailment Plan for participating facility	Conduct one (1) co-branded IDSM community event and enroll 10% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities	Conduct one (1) co-branded IDSM community event and enroll 20% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities
Menu Items Completed		4/6/17 Completed Kiosk		

IDSM Marketing & Outreach Menu Options: Bill Insert, Group Presentation, IDSM Workshop, Muni Success Story, Council Presentation, Kiosk / Display / Newsletter, or Website

* Please review IDSM Marketing & Outreach Menu for detail requirements

Tier Status beginning 10/1/2018

Final - 10/29/2018

Energy Leader Partnership City of Rancho Cucamonga

Current Energy Leader Level: Gold

2006 Baseline Consumption: 11,913,969
 2006 - Present Energy Savings: 4,260,896
 Participation Savings % 35.76%

Accomplishments to Date Summary

	Value	Silver	Gold	Platinum
Municipal Savings	N/A	Met	Met	Met
IDSM Criteria	N/A	Met	Met	Not Met

Details & Next Steps

	Value Level	Silver Level 5%	Gold Level 10%	Platinum Level 20%
Municipal Savings to Reach Level		X 595,698	X 1,191,397	X 2,382,794
Savings Needed to Attain Level		-	-	-
IDSM Criteria Needed		0	0	2
IDSM Criteria (Must Complete 2 Per Tier Level)		Complete energy benchmarking	Complete Energy Action Plan	Implement Energy Action Plan
		X Complete GHG Inventory	Establish mechanism for an EE Revolving Fund	Establish mechanism for an EE Revolving Fund
		X Complete one (1) IDSM Marketing and Outreach Menu item	X Complete one (1) IDSM Marketing and Outreach Menu item	Complete one (1) IDSM Marketing and Outreach Menu item
		Distribute IDSM Solutions Brochure to partner employees and enroll one (1) eligible facility in a Demand Response program and develop an Event Curtailment Plan for participating facility	X Conduct one (1) co-branded IDSM community event and enroll 10% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities	Conduct one (1) co-branded IDSM community event and enroll 20% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities
Menu Items Completed		Co-Branded Kiosk - 8/18/16	Muni Success Story - 5/23/18	

IDSM Marketing & Outreach Menu Options: Bill Insert, Group Presentation, IDSM Workshop, Muni Success Story, Council Presentation, Kiosk / Display / Newsletter, or Website

* Please review IDSM Marketing & Outreach Menu for detail requirements

Tier Status beginning 10/1/2018

Final - 10/29/2018

Energy Leader Partnership City of Redlands

Current Energy Leader Level: Silver **Silver**

2006 Baseline Consumption: 27,598,224
 2006 - Present Energy Savings: 2,667,956
 Participation Savings % 9.67%

Accomplishments to Date Summary

	Value	Silver	Gold	Platinum
Municipal Savings	N/A	Met	Not Met	Not Met
IDSM Criteria	N/A	Met	Met	Not Met

Details & Next Steps

	Value Level	Silver Level 5%	Gold Level 10%	Platinum Level 20%
Municipal Savings to Reach Level		X 1,379,911	2,759,822	5,519,645
Savings Needed to Attain Level		-	91,866	2,851,689
IDSM Criteria Needed		0	0	1
IDSM Criteria (Must Complete 2 Per Tier Level)		X Complete energy benchmarking	X Complete Energy Action Plan	Implement Energy Action Plan
		Complete GHG Inventory	Establish mechanism for an EE Revolving Fund	Establish mechanism for an EE Revolving Fund
		Complete one (1) IDSM Marketing and Outreach Menu Item	X Complete one (1) IDSM Marketing and Outreach Menu Item	X Complete one (1) IDSM Marketing and Outreach Menu Item
		X Distribute IDSM Solutions Brochure to partner employees and enroll one (1) eligible facility in a Demand Response program and develop an Event Curtailment Plan for participating facility	Conduct one (1) co-branded IDSM community event and enroll 10% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities	Conduct one (1) co-branded IDSM community event and enroll 20% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities
Menu Items Completed			Co-Branded Kiosk - 6/11/13	Bill Insert (ad in city directory) - 8/15/16

IDSM Marketing & Outreach Menu Options: Bill Insert, Group Presentation, IDSM Workshop, Muni Success Story, Council Presentation, Kiosk / Display / Newsletter, or Website

* Please review IDSM Marketing & Outreach Menu for detail requirements

Tier Status beginning 10/1/2018

Final - 10/29/2018

Energy Leader Partnership City of Rialto

Current Energy Leader Level: Silver Silver

2006 Baseline Consumption: 20,035,929
 2006 - Present Energy Savings: 1,145,479
 Participation Savings % 5.72%

Accomplishments to Date Summary

	Value	Silver	Gold	Platinum
Municipal Savings	N/A	Met	Not Met	Not Met
IDSM Criteria	N/A	Met	Not Met	Not Met

Details & Next Steps

	Value Level	Silver Level 5%	Gold Level 10%	Platinum Level 20%
Municipal Savings to Reach Level		X 1,001,796	2,003,593	4,007,186
Savings Needed to Attain Level		-	858,114	2,861,707
IDSM Criteria Needed		0	1	2
IDSM Criteria (Must Complete 2 Per Tier Level)		Complete energy benchmarking	Complete Energy Action Plan	Implement Energy Action Plan
		X Complete GHG Inventory	Establish mechanism for an EE Revolving Fund	Establish mechanism for an EE Revolving Fund
		X Complete one (1) IDSM Marketing and Outreach Menu item	X Complete one (1) IDSM Marketing and Outreach Menu item	Complete one (1) IDSM Marketing and Outreach Menu item
		Distribute IDSM Solutions Brochure to partner employees and enroll one (1) eligible facility in a Demand Response program and develop an Event Curtailment Plan for participating facility	Conduct one (1) co-branded IDSM community event and enroll 10% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities	Conduct one (1) co-branded IDSM community event and enroll 20% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities
Menu Items Completed		Rialto's 23rd Annual Pollution Prevention Fair - 9/17/16	Kiosk - 11/16/16	

IDSM Marketing & Outreach Menu Options: Bill Insert, Group Presentation, IDSM Workshop, Muni Success Story, Council Presentation, Kiosk / Display / Newsletter, or Website

* Please review IDSM Marketing & Outreach Menu for detail requirements

Tier Status beginning 10/1/2018

Final - 10/29/2018

Energy Leader Partnership City of San Bernardino

Current Energy Leader Level: Gold

2006 Baseline Consumption: 81,194,745
 2006 - Present Energy Savings: 12,655,982
 Participation Savings % 15.59%

Accomplishments to Date Summary

	Value	Silver	Gold	Platinum
Municipal Savings	N/A	Met	Met	Not Met
IDSM Criteria	N/A	Met	Met	Met

Details & Next Steps

	Value Level	Silver Level 5%	Gold Level 10%	Platinum Level 20%
Municipal Savings to Reach Level		X 4,059,737	X 8,119,475	16,238,949
Savings Needed to Attain Level		-	-	3,582,967
IDSM Criteria Needed		0	0	0
IDSM Criteria (Must Complete 2 Per Tier Level)		X Complete energy benchmarking	X Complete Energy Action Plan	Implement Energy Action Plan
		Complete GHG Inventory	Establish mechanism for an EE Revolving Fund	Establish mechanism for an EE Revolving Fund
		Complete one (1) IDSM Marketing and Outreach Menu Item	X Complete one (1) IDSM Marketing and Outreach Menu Item	X Complete one (1) IDSM Marketing and Outreach Menu Item
		X Distribute IDSM Solutions Brochure to partner employees and enroll one (1) eligible facility in a Demand Response program and develop an Event Curtailment Plan for participating facility	Conduct one (1) co-branded IDSM community event and enroll 10% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities	X Conduct one (1) co-branded IDSM community event and enroll 20% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities
Menu Items Completed			10-12: Community Savings -5% - 9.99%	Energy Champion / City Council - 9/19/13

IDSM Marketing & Outreach Menu Options: Bill Insert, Group Presentation, IDSM Workshop, Muni Success Story, Council Presentation, Kiosk / Display / Newsletter, or Website

* Please review IDSM Marketing & Outreach Menu for detail requirements

Tier Status beginning 10/1/2018

Final - 10/29/2018

Energy Leader Partnership City of Twentynine Palms

Current Energy Leader Level: Silver

2006 Baseline Consumption: 785,059
 2006 - Present Energy Savings: 53,370
 Participation Savings % 6.80%

Accomplishments to Date Summary

	Value	Silver	Gold	Platinum
Municipal Savings	N/A	Met	Not Met	Not Met
IDSM Criteria	N/A	Met	Not Met	Not Met

Details & Next Steps

	Value Level	Silver Level 5%	Gold Level 10%	Platinum Level 20%
Municipal Savings to Reach Level		X 39,253	78,506	157,012
Savings Needed to Attain Level		-	25,135	103,641
IDSM Criteria Needed		0	2	2
IDSM Criteria (Must Complete 2 Per Tier Level)		Complete energy benchmarking	Complete Energy Action Plan	Implement Energy Action Plan
		X Complete GHG Inventory	Establish mechanism for an EE Revolving Fund	Establish mechanism for an EE Revolving Fund
		X Complete one (1) IDSM Marketing and Outreach Menu Item	Complete one (1) IDSM Marketing and Outreach Menu Item	Complete one (1) IDSM Marketing and Outreach Menu Item
		Distribute IDSM Solutions Brochure to partner employees and enroll one (1) eligible facility in a Demand Response program and develop an Event Curtailment Plan for participating facility	Conduct one (1) co-branded IDSM community event and enroll 10% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities	Conduct one (1) co-branded IDSM community event and enroll 20% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities
Menu Items Completed		Co-Branded Kiosk - 8/31/16		

IDSM Marketing & Outreach Menu Options: Bill Insert, Group Presentation, IDSM Workshop, Muni Success Story, Council Presentation, Kiosk / Display / Newsletter, or Website

* Please review IDSM Marketing & Outreach Menu for detail requirements

Tier Status beginning 10/1/2018

Final - 10/29/2018

Energy Leader Partnership City of Upland

Current Energy Leader Level: Valued

2006 Baseline Consumption: 14,957,191
 2006 - Present Energy Savings: 2,321,049
 Participation Savings % 15.52%

Accomplishments to Date Summary

	Value	Silver	Gold	Platinum
Municipal Savings	N/A	Met	Met	Not Met
IDSMS Criteria	N/A	Not Met	Not Met	Not Met

Details & Next Steps

	Value Level	Silver Level 5%	Gold Level 10%	Platinum Level 20%
Municipal Savings to Reach Level		X 747,860	X 1,495,719	2,991,438
Savings Needed to Attain Level		-	-	670,390
IDSMS Criteria Needed		1	2	2
IDSMS Criteria (Must Complete 2 Per Tier Level)		Complete energy benchmarking Complete GHG Inventory X Complete one (1) IDSMS Marketing and Outreach Menu item Distribute IDSMS Solutions Brochure to partner employees and enroll one (1) eligible facility in a Demand Response program and develop an Event Curtailment Plan for participating facilities	Complete Energy Action Plan Establish mechanism for an EE Revolving Fund Complete one (1) IDSMS Marketing and Outreach Menu item Conduct one (1) co-branded IDSMS community event and enroll 10% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities	Implement Energy Action Plan Establish mechanism for an EE Revolving Fund Complete one (1) IDSMS Marketing and Outreach Menu item Conduct one (1) co-branded IDSMS community event and enroll 20% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities
Menu Items Completed		Co-Branded Kiosk - 1/23/18		

IDSMS Marketing & Outreach Menu Options: Bill Insert, Group Presentation, IDSMS Workshop, Muni Success Story, Council Presentation, Kiosk / Display / Newsletter, or Website

* Please review IDSMS Marketing & Outreach Menu for detail requirements

Tier Status beginning 10/1/2018

Final - 10/29/2018

Energy Leader Partnership City of Yucca Valley

Current Energy Leader Level: Valued Valued

2006 Baseline Consumption: 868,225
 2006 - Present Energy Savings: 60,568
 Participation Savings % 6.98%

Accomplishments to Date Summary

	Value	Silver	Gold	Platinum
Municipal Savings	N/A	Met	Not Met	Not Met
IDSM Criteria	N/A	Not Met	Not Met	Not Met

Details & Next Steps

	Value Level	Silver Level 5%	Gold Level 10%	Platinum Level 20%
Municipal Savings to Reach Level		X 43,411	86,823	173,645
Savings Needed to Attain Level		-	26,254	113,077
IDSM Criteria Needed		1	2	2
IDSM Criteria (Must Complete 2 Per Tier Level)		Complete energy benchmarking X Complete GHG Inventory Complete one (1) IDSM Marketing and Outreach Menu Item Distribute IDSM Solutions Brochure to partner employees and enroll one (1) eligible facility in a Demand Response program and develop an Event Curtailment Plan for participating facility	Complete Energy Action Plan Establish mechanism for an EE Revolving Fund Complete one (1) IDSM Marketing and Outreach Menu Item Conduct one (1) co-branded IDSM community event and enroll 10% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities	Implement Energy Action Plan Establish mechanism for an EE Revolving Fund Complete one (1) IDSM Marketing and Outreach Menu Item Conduct one (1) co-branded IDSM community event and enroll 20% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities
Menu Items Completed				

IDSM Marketing & Outreach Menu Options: Bill Insert, Group Presentation, IDSM Workshop, Muni Success Story, Council Presentation, Kiosk / Display / Newsletter, or Website

* Please review IDSM Marketing & Outreach Menu for detail requirements

Tier Status beginning 10/1/2018

Final - 10/25/2018

EXHIBIT B**ENERGY LEADER PARTNERSHIP PROGRAM 2019 GOALS & PARTNER BUDGET FOR
BUNDLER**

Budget Category	2019 Budget and Goal ⁽¹⁾
Administrative	\$13,438
Marketing & Outreach	\$28,219
Direct Implementation ⁽²⁾	\$92,719
Partner Budget Total Not To Exceed	\$134,376
Technical Assistance ⁽³⁾	\$7,527
Energy Savings (kWh)	3,508,796
Demand Reduction (kW)	0

Footnotes:

- (1) Budget and Savings Goal are subject to be revised or provided upon CPUC Approval for the funding year.
- (2) Direct Implementation does not include Technical Assistance, Strategic Plan, or Incentives.
- (3) Technical Assistance (T/A) fund is administered by SCE for SCE approved T/A projects.
- (4) Reported savings are the value used to align partner goals with SCE goals. The values are also used to determine budget based on the budget metrics tool and whether or not savings goals are met.
- (5) Strategic Planning is for approved Strategic Planning menu item and funding provided by SCE only.

(6) Reported Savings Calculation:

To determine reported savings, multiply the gross savings value by the realization rate. Depending on the methodology used to determine savings, the following scenarios will apply:

- Any project that utilizes workpaper values to determine savings (i.e., Express, Direct Install, Midstream) must use a realization rate of 1.0. The reported savings and gross savings will match.
 - Any project that utilizes the calculated approach to determine savings (i.e., Custom, RCx, New Construction) must use a realization rate of 0.9. The reported savings will be 90% of the gross approved savings for these projects.
- (7) If the Energy Division selects a project for the Ex Ante Review process, the savings and realization rate will be determined by the Energy Division.

EXIHIT B Continued
Fully Burdened Labor Rate Table

The rates in below table are fully burdened (see footnotes) and serve as maximum billing rates for actual costs incurred for each labor title.

Position	Fully Burdened Rates Based on 103.15% Fringe
Deputy Executive Director	\$208.65
Management Analyst	\$67.36
Administrative Assistant	\$45.54
Intern	\$12.00

Footnotes:

- (1) Fully burdened hourly rates set forth herein which include all related cost including, but not limited to, actual wages, payroll related taxes, benefits, insurance.
- (2) Any reimbursable expenses, including any and all subcontractor expenses, shall be reimbursed at actual cost **without markup**. All reimbursable expenses require written approval, in advance, by the SCE Representative referenced in this contract.
- (3) For avoidance of doubt, the fully burdened hourly rates apply to BUNDLER's staff and Contractors, as applicable.
- (4) The parties acknowledge that BUNDLER's fully burdened rates may fluctuate month to month during the fiscal year due to changes in the various costs. BUNDLER will therefore bill SCE each month based on its actual labor rates, and in September of each year will bill the fringe costs as a single line item to reflect the fully burdened cost. Notwithstanding the foregoing, the fringe rate billed may not be more than a maximum of 10% above the rate set forth in the Rate Table above and shall not require SCE to pay BUNDLER more than the total budgeted amount for labor costs. BUNDLER will also bill SCE each month based on payroll posting dates, not total monthly working dates.

Minute Action

AGENDA ITEM: 22

Date: January 9, 2019

Subject:

2019-2020 State and Federal Legislative Platforms

Recommendation:

That the Board of Directors, acting as the San Bernardino County Transportation Authority adopt the 2019-2020 State and Federal Legislative Platforms.

Background:

The San Bernardino County Transportation Authority's (SBCTA) Legislative Platforms serve as the foundation for understanding the perspective of the Board of Directors on key issues that are anticipated to be considered during the course of each legislative session. Once formally adopted, the legislative platforms will guide staff's analysis and recommendations on pending legislative and regulatory items in the upcoming session.

In July 2015, the San Bernardino Associated Governments (SANBAG) Board of Directors authorized the Legislative Ad Hoc Committee (comprised of the Board President, Vice President/General Policy Committee Chair, and Immediate Past President) to take positions on state legislation on behalf of the Board of Directors when that proposed position is consistent with the current adopted legislative platform. The positions taken by the Legislative Ad Hoc Committee are then presented to the General Policy Committee at the next meeting. Bills that are particularly noteworthy or fall outside of the scope of the legislative platform are taken through the Committee and Board process for action.

In developing the 2019-2020 Platforms, staff conducted meetings with staff members of the congressional and state delegation, regional agencies, and committee consultants in preparation of the proposed legislative platforms.

The Proposed 2019-2020 Federal and State Legislative Platforms are included as Attachments A and B, respectively.

Financial Impact:

This item has no financial impact on the adopted Fiscal Year 2018/2019 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 12, 2018.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

Board of Directors Agenda Item
January 9, 2019
Page 2

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Attachment A

SBCTA 2019-2020 Federal Legislative Platform

This legislative platform serves as the basis to proactively engage in policy and legislative initiatives that will enable the San Bernardino County Transportation Authority (SBCTA) to deliver projects and programs that meet the needs of our region. This document also guides staff recommendations to the Legislative Ad Hoc Committee and Board of Directors on federal legislative, regulatory, and administrative matters that are anticipated to be addressed in the upcoming congressional session.

SBCTA will continue to partner with public and private sector entities to support common objectives in Washington, DC and foster the unity of the Southern California region.

I. Funding

Seek the highest level of federal transportation dollars to California and San Bernardino County for SBCTA projects and programs.

Support Efforts To:

- Pass Fixing America's Surface Transportation (FAST) Act reauthorization and a comprehensive national infrastructure package.
- Ensure that any transportation reauthorization or infrastructure package includes incentives that reward self-help jurisdictions.
- Directly allocate additional U.S. Department of Transportation (DOT) program funds to Metropolitan Planning Organizations (MPO) instead of through states first.
- Identify sustainable alternatives to fund the Highway Trust Fund.
- Increase overall funding of the Surface Transportation Block Grant Program (STBGP) and increase the percentage of sub-allocation to urbanized areas.
- Increase funding for Transit Oriented Development (TOD) opportunities.
- Increase Transportation Alternatives Program (TAP) funding and reduce restrictions on using this program.

Maximize federal funding for interstate highways and transit capital/operations in order to help meet federal environmental goals and support intercity commuter rail; goods movement; intelligent transportation systems and new technologies that maximize existing infrastructure; safety, maintenance, and operations funding for all modes; and regional airport ground access and development needs.

Support Efforts To:

- Strengthen the Capital Investment Grant (CIG) program by providing additional funding and urge the Administration to move projects forward expeditiously.
- Restore Congressional oversight of discretionary grant programs such as Better Utilizing Investments to Leverage Development (BUILD), Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD), Infrastructure for Rebuilding America (INFRA), Positive Train Control (PTC) and Consolidated Rail

Infrastructure and Safety Improvements (CRISI) to provide more transparency in the decision-making process, and maintain funding for these critical programs.

- Re-establish Congressional intent and three decades of Federal Aviation Administration's (FAA) interpretation that state and local sales tax measures of general application are not the same as aviation fuel excise taxes and the states and localities should be able to use those revenues as they have determined based on state and local statute.

II. Goods Movement

SBCTA will continue to bring awareness to the relationship between the County's logistics sector and the Ports of Los Angeles and Long Beach as well as the importance of San Bernardino County as a goods movement gateway to and from the United States.

Support Efforts To:

- Increase federal investment in goods movement infrastructure, and policies that properly recognize Southern California and San Bernardino County's role as the nation's premier containerized freight gateway.
- Provide equitable funding for trade corridors, gateways, intermodal connectors and freight facilities in San Bernardino County.
- Effectively and strategically use goods movement investments to address the more critical freight bottlenecks that have profound impacts on the nation's economy.
- Protect revenues generated by any fee that is levied on freight and specifically designated to fund projects that mitigate congestion, air quality, and community impacts directly associated with the movement of freight.
- Increase the proportion of freight funds that are allocated by formula, and base on relative impact to regions from national freight flows.
- Increase national dialogue on freight policy and its focus on improving the performance of the freight network and advocate for improving Southern California's freight strategy.
- Recognize the importance of inland ports to overall goods movement systems as part of any investment plan.
- Ensure that federal goods movement legislation imposes no unfunded mandates for administration or oversight regarding new revenue mechanisms and local transportation agencies, such as SBCTA to retain control over project implementation at the local level.

III. Multi-Modal

SBCTA's expanding transit, rail, and active transportation programs strive to enhance sustainability for San Bernardino County communities and stakeholders. These mobility options focus on implementing a dynamic regional growth vision based on the principles of livability, prosperity and sustainability.

Support Efforts To:

- Maximize federal funding by developing reforms that will accelerate project procurement, promote flexibility and innovation, and respect local control.
- Expand use of alternative project delivery methods, such as design-build, for federally funded highway and surface transportation projects.
- Streamline federal reporting/monitoring requirements to reduce project delivery times without eliminating critical oversight mechanisms.
- Maintain delegation of Caltrans' ability to review and approve state projects pursuant to the National Environmental Protection Act (NEPA).
- Create federal incentives that promote utilization of Diesel-Electric or Near-Zero/Zero Emission Low-Floor Multiple Unit railcars.
- Develop policies that keep our rail systems safe and increase federal investment in commuter rail services.
- Increase incentives for transit agencies that utilize alternative fuels.
- Expand eligible uses for federal transit funds to provide maximum flexibility to local agencies for funding capital and operations needs.

IV. Quality of Life

The San Bernardino Council of Governments (SBCOG) and SBCTA will continue to support a number of regional matters important to the future of San Bernardino County, by working with our Congressional Delegation to strengthen the region's advocacy on transportation, environment, energy, economy and health.

Support Efforts To:

- Postpone federal air quality standard deadlines in the South Coast Basin in order to allow for a more realistic implementation timeframe given the current forecast of available technology and funding options. Or, remove the penalty of lost Federal transportation funding resulting from issues (e.g. heavy duty truck and train emissions) not addressed by Federal regulations.
- Implement an ultra-low nitrogen oxide (NOx) standard to reduce NOx emissions from heavy trucks and simplify air quality regulations and requirements.
- Increase the amount and proportion of Congestion Mitigation and Air Quality (CMAQ) funds received by the State of California and ensure that the funds flow to county transportation commissions.
- Fund utility planning and upgrades of electrical infrastructure to support fleet conversion and possible rail electrification programs.
- Protect funding sources for congestion relief and pollution reduction related to the transportation sector.
- Secure funds to facilitate the conversion of public sector fleets to alternative fuels to meet local, state, and federal fleet conversion mandates, and provide for the replacement of aging alternative fuel fleets.
- Incentivize, attract, retain, and grow businesses as well as employment opportunities in San Bernardino County.

- Collaborate with public and private sector stakeholders on policy and funding matters that enhance economic development and quality of life in the Inland Empire region.
- Support the expansion of federal Opportunity Zones to incentivize private investment in disadvantaged communities throughout San Bernardino County.

San Bernardino County Transportation Authority 2019-2020 State Legislative Platform

This legislative platform serves as the basis to proactively engage in policy and legislative initiatives that will enable the San Bernardino County Transportation Authority (SBCTA) to deliver projects and programs that meet the needs of our region. This document also guides staff recommendations to the Legislative Ad Hoc Committee and Board of Directors on state legislative, regulatory, and administrative matters that are anticipated to be addressed in the upcoming legislative session.

SBCTA will continue to partner with public and private sector entities to support common objectives in Sacramento and foster the unity of the Southern California region.

I. Local Control

The San Bernardino County Transportation Authority will advocate for local control over transportation projects within San Bernardino County to ensure that innovative financing and project delivery methods remain available for county transportation commissions to leverage local dollars, accelerate construction and job creation, as well as provide increased mobility options for local residents.

Support Efforts To:

- Ensure SBCTA's decision-making authority over transportation projects that are constructed and operated in San Bernardino County.
- Preserve local flexibility in the administration of programs and services.
- Promote strong collaborative partnerships with State agencies.
- Expand existing innovative project delivery methods (e.g. design-build, construction manager/general contractor), for a broad variety of projects including highways, transit, and local streets and roads.
- Ensure projects selected for alternative delivery mechanisms are based on locally driven alternatives and do not require state approval when funded primarily by local funds.
- Revise the California Environmental Quality Act (CEQA) to streamline the environmental review process, to improve timelines for project approvals and avoid costly duplicative steps while maintaining critical environmental protections.

Oppose Efforts To:

- Threaten the timely delivery of the Measure I Expenditure Plan or administration of any Measure I programs and services.
- Change the Board composition, organization or decision-making authority of any agency without the express permission of the agency.
- Impose additional mandates beyond those already in existence on lead agencies using alternative project delivery mechanisms.
- Require additional CEQA review and process requirements that delay projects and increase costs.

- Allow specific vehicle classes to have unrestricted access to carpool or toll facilities.
- Place transit investments in San Bernardino County without consulting SBCTA or appropriate local jurisdictions.

II. Funding

State funding for projects supported by local voter-approved transportation sales tax measures is critical to implementing innovative, intelligent/advanced transportation, goods movement, demand management, active transportation, and air quality programs which relieve congestion, improve air quality, and enhance economic development. SBCTA will advocate for State funding to support transportation projects in San Bernardino County.

Support Efforts To:

- Enact state policies that assure timely allocation of transportation revenue and allow for regions to advance projects with local funds as needed.
- Prioritize funding for projects supported by voter-approved transportation local sales tax measures.
- Recognize/reward the investment in the state's transportation system made by self-help counties and incentivize counties without a voter-approved tax measure for transportation to become "self-help" counties.
- Incentivize public-private partnerships (P3s) in the development of transportation improvements.
- Protect AB 2766 funding and continue to encourage funding of programs and projects that reduce motor vehicle emissions.
- Define "disadvantaged communities" consistently among all funding programs to ensure investments reflect economic and geographic considerations.
- Preserve SBCTA's discretion in allocating Congestion Mitigation and Air Quality (CMAQ) funds.
- Reexamine the timelines of AB 32 and SB 375, and work with the California Air Resources Board to ensure regional targets for reduction of greenhouse gas (GHG) emissions are consistent with current technologies and do not impose undue burdens on local jurisdictions and agencies.
- Maintain appropriate grant guidelines and funding determinations reflective of each region for evaluating GHG impacts and mitigation programs.
- Prevent changes to the Bradley-Burns uniform local tax law or distribution of online sales tax revenue that would adversely affect San Bernardino County jurisdictions or Measure I revenue.
- Restore or fund repayment of State Transportation Improvement Program (STIP) funding lost by SBCTA in recent years.
- Continue practice of review and comment opportunities for criteria on competitive transportation grant programs by local jurisdictions and transportation agencies.
- Revise guidelines for the Local Partnership Program (LPP) to mirror the State-Local Partnership Program (SLPP) distribution.

Oppose Efforts To:

- Adversely alter distribution percentages of state transportation formula funds or shift funds away from local agencies.
- Reduce SBCTA's ability to efficiently and effectively contract for goods and services.
- Impose state requirements without the consent of the local agency for the expenditure of locally raised revenues.
- Divert transportation revenues for non-transportation purposes.
- Link existing transportation funding sources to the achievement of AB 32 objectives or Regional Housing Needs Assessment (RHNA) goals.
- Rely on transportation agencies to raise revenue for transportation or planning purposes.
- Unreasonably increase the administrative fees levied by the Board of Equalization for the collection and administration of county transportation sales tax measures.

III. Quality of Life

The San Bernardino Council of Governments (SBCOG) will continue to support a number of regional matters important to the future of San Bernardino County, by working with our 24 cities and five Supervisorial districts to strengthen the County's advocacy on issues related to transportation, environment, energy, economy, and health.

Support Efforts To:

- Fund Council of Governments development.
- Incentivize, attract, retain, and grow businesses as well as employment opportunities in San Bernardino County.
- Encourage the Governor to nominate additional census tracts within San Bernardino County for the Federal Opportunity Zone program.
- Remove obstacles that would prevent or inhibit local jurisdictions from developing more affordable housing.
- Provide local jurisdictions more resources that would encourage the development of affordable housing.
- Revise the Affordable Housing Sustainable Communities (AHSC) guidelines to provide opportunity for San Bernardino County to better compete for Cap and Trade funding.
- Assist local governments with meeting regional GHG reduction goals including, not limited to, grants, incentive funding, and economic development tools that support transit oriented development.
- Develop cost effective and technologically feasible conversion and replacement of public transit fleets to alternative fuels and electric vehicles.
- Fund utility planning and upgrades to electrical infrastructure in support of fleet conversion.
- Provide refueling/recharging infrastructure for alternative fuel or electric vehicles.
- Fund Freeway Service Patrol, ride-sharing and call boxes, consistent with the level of growth and utilization.
- Collaborate with public and private sector stakeholders on policy and funding matters that enhance economic development and quality of life in the Inland Empire region.

- Establish policies and priorities for the use of existing utility facilities and require city/county review of any additional uses.

Oppose Efforts To:

- Infringe on decision-making authority of local jurisdictions and agencies over land-use and regional planning.
- Impose unfunded mandates on local governments.
- Divert local revenues for state purposes.

IV. Freight

SBCTA will continue to raise awareness of the relationship between the County's logistics sector and the Ports of Los Angeles and Long Beach as well as the importance of San Bernardino County as a key goods movement gateway to the United States. SBCTA will advocate for equitable funding for trade corridors, gateways, intermodal connectors and freight facilities in San Bernardino County.

Support Efforts To:

- Reduce freight-related impacts to San Bernardino County, including a particular focus on impacts to disadvantaged communities.
- Generate additional revenue streams to assist with freight movement investment; so as to provide funding support commensurate with the local and regional impacts of national freight flows.

Oppose Efforts To:

- Allow triple trailers in urbanized areas of San Bernardino County except in outlying cities.

V. Multi-Modal

The SBCTA's growing transit, rail and active transportation programs strive to enhance sustainability for San Bernardino County communities and stakeholders. These mobility options focus on implementing a dynamic regional growth vision based on the principles of livability, prosperity and sustainability.

Support Efforts To:

- Participate in studies of market-based pricing measures to relieve traffic congestion, improve air quality and/or fund transportation alternatives.
- Work with legislators and stakeholders to review existing metrics for the qualification and distribution of Transportation Development Act (TDA) revenues.
- Promote increased state transit operations funding as vital to enable continuation of transit system capital investment and expansion of transit services.
- Ensure appropriate funding for a growing bus and rail system in Southern California with equitable distribution of funds and flexibility in the administration of the programs.

- Modernize organizational and governance structures of local transit agencies to maximize efficiencies and cost effectiveness of services delivered to public.
- Increase state funding opportunities for commuter rail operations and Positive Train Control.
- Facilitate, or remove obstacles to transit oriented development near rail and bus rapid transit stations.
- Ensure that SBCTA has a role in the planning of all transportation modes and routes serving San Bernardino County.
- Incentivize ridesharing and transit use through reimbursable employer-sponsored initiatives such as transit passes.
- Ensure appropriate funding levels from state sources to support transit operations that help to achieve AB 32 and SB 375 goals.
- Maintain delegation of Caltrans' ability to review and approve state projects pursuant to the National Environmental Protection Act (NEPA).
- Advocate for investment in San Bernardino County, supported by SBCTA and local stakeholders, rail connectivity including future services to Ontario International Airport.

Oppose Efforts To:

- Require increased service levels unless they are agreed to by the transit operator or have appropriate funding.
- Mandate that SBCTA build, fund or operate specific transportation projects or programs in San Bernardino County.
- Revise bus axle weight standards that will impact transit providers in procurement of cost efficient coaches.
- Threaten the viability of the SBCTA's Measure I Transit Program by requiring uncontrolled expenditures on an individual project or group of projects.
- Increase zero emission bus (ZEB) mandates that would impose undue financial or operational burden on transit systems without corresponding increases in state funding.

Minute Action

AGENDA ITEM: 23

Date: January 9, 2019

Subject:

San Bernardino County Emergency Services Improvement Project

Recommendation:

That the Board, acting as the San Bernardino Associated Governments (SBCOG):

- A. Approve the release of a Request for Proposals (RFP 19-1002079) for the completion of a plan for the purpose of Optimizing Emergency Medical Services in San Bernardino County.
- B. Authorize staff to proceed directly to Board without prior General Policy Committee review for award of Contract No. 19-1002079.

Background:

On October 3, 2018, the Board of Directors approved the Council of Governments Work Plan for Fiscal Year 2018/2019. One project under the work plan is Optimizing Emergency Services Plan for San Bernardino County.

The work group for this project is established as an ad hoc committee through the County's Emergency Medical Care Committee and is inclusive of the County Fire Chiefs, Consolidated Fire Agencies (CONFIRE), Inland Counties Emergency Medical Agency (ICEMA), health care providers, private and public hospitals, private ambulance companies, and labor groups. This partnership is the basis for the consensus decision-making process that will define the project. The Scope of Work for this project includes analysis of current dispatch processes, inventory of county-wide resources, data collection, proposals for improving inefficiencies, and creating measurements of success. The final product will be a menu of options from which local agencies can pick and choose to implement should a recommendation make sense to any one particular jurisdiction.

The project is anticipated to cost \$200,000 and will be funded through a partnership as follows:

Agency	Cost Percentage	Cost Share
San Bernardino Council of Governments	75%	\$150,000
CONFIRE	12.5%	\$25,000
Inland Empire Health Plan (IEHP)	12.5%	\$25,000

The project is estimated to be a 12 month process, but may require phasing.

Financial Impact:

This item has no financial impact to the 2018/2019 budget.

Reviewed By:

This item was approved by the General Policy Committee on December 12, 2018. It has also been reviewed by SBCTA's Procurement Manager, Risk Manager and General Counsel.

Responsible Staff:

Duane Baker, Deputy Executive Director

Entity: San Bernardino Council of Governments

Board of Directors Agenda Item
January 9, 2019
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Approved
Board of Directors
Date: January 9, 2019
Witnessed By:

Scope of Work:

Optimizing EMS Resources in San Bernardino County

INTRODUCTION

The emergency medical services delivery system in this region is in need of improvements. A contributing factor to this issue is the increased utilization of the system for low-acuity health care concerns. This trend is causing strain on the finite resources available to provide efficient emergency medical care and public education when and where needed most. This overutilization creates medical risks and financial waste to both the population and providers with suboptimal patient experience.

An unprecedented and collaborative effort of affected stakeholders is needed to coordinate and optimize the existing emergency medical service infrastructure and develop innovative solutions. This will result in effectively utilizing the combined resources of numerous agencies to improve the system of emergency medical care delivery. The goal of this process is to support the overall system of health care in the region by improving the patient experience, enhancing public health and maximizing the effectiveness and efficiency of providing these services.

Under the auspices of the Council of Governments and the Inland Counties Emergency Medical Agency (ICEMA) EMS Administrator, the plan will be the result of regional collaboration, partnership, and implementation of new best practices.

Project Area and Background

San Bernardino is the largest county in the continental United States at over 20,000 square miles, and the 12th most populous with 2.2 million residents residing in 24 cities/towns of highly diverse character. A significant proportion of residents live in community areas considered disadvantaged. Over half of all residents (1.29 million) live in locales ranked by the CalEnviroScreen 3.0 as among the top 25% most disadvantaged communities (DACs) statewide, and over one quarter (650,000 residents) live in the top 10% (see attached map). The County's Community Vital Signs (CVS) Initiative measured the proportion of county residents less than 18 years of age living in poverty as 26.1%, higher than the CA statewide average of 22.8%.

The region is served by several public and private emergency medical services providers. 9-1-1 calls for emergency medical services are routed from primary public safety answering points (PSAP) to one of four public Fire/EMS dispatch centers (Barstow, Ontario, CAL FIRE, CONFIRE JPA) where they are triaged utilizing the same Emergency Medical Dispatch (EMD) protocol (Priority Dispatch – ProQA). Two of the centers (Ontario and CONFIRE) are accredited by the International Academy of Emergency Medical Dispatch (IAEMD). Between the four centers, over 200,000 EMS calls are dispatched annually. Approximately 25% of these calls are triaged as low acuity (Alpha or Omega) level responses. Further review indicates many of those incidents do not require transport to an emergency department and may not require a response at all.

Emerging technology backed by medical research is providing innovative options to enable agencies to manage resources more effectively while still delivering appropriate service to these low-acuity callers. These programs include the use of an evidence-based, protocol driven augmentation of the call intake process where certain medically-approved low acuity call types are transferred to trained nurses who are co-located at a 9-1-1 center to ask further questions of the caller. Often they are able to determine a more appropriate level of service for these individuals that does not require a lights-and-sirens response by emergency personnel. The caller may be directed to other health care providers and/or means of transportation to the facility best suited to meet their needs. A comprehensive and updated resource directory of such services is necessary to facilitate this process. Ultimately, the objective of this effort is to optimize the utilization of the region's EMS assets to ensure citizens in need of those services are managed effectively and efficiently while receiving the best care at the appropriate facilities.

Other innovations involve the use of telemedicine that enables responders to connect patients in the field with health care providers to do more extensive assessments and determine the best treatment modality.

Proposed Activities:

SBCOG and partners will engage in a project to quantify known inefficiencies in the Emergency Medical Response system within this region, identify existing resources across all partners and sectors, and provide a plan for establishing an upgraded and more efficient way of executing services. It is anticipated the data gathered will identify system inefficiencies, and this plan will attempt to address those inefficiencies. Specifically, there is great interest and a growing consensus with respect to the expanded use of the current Emergency Medical Dispatch (EMD) protocol utilized by the County's four public safety Fire/EMS dispatch centers as mentioned above. The Emergency Community Nurse System (ECNS), along with other potential telemedicine innovations, has broad support among the engaged stakeholders. Partners in this endeavor include:

- County of San Bernardino Fire Chiefs
- Private transport providers
- ICEMA
- Insurance Providers
- Hospital Association of Southern California (HASC)
- Inland Empire Health Plan (IEHP)
- Kaiser Permanente
- Law Enforcement (Sheriff)
- Labor groups
- County Department of Behavioral Health
- County Department of Public Health

Responsible Parties:

SBCOG will be responsible for project management and overall project performance. Technical advisement will be provided by the Executive and Working groups established by the Emergency Medical Care Committee (EMCC) Ad Hoc. On-going Policy Direction will be provided by the SBCOG Board of Directors. SBCOG has not yet selected a consulting firm and the proper procurement procedures will be used through a competitive RFP process. Partners will participate as technical advisors, providing information and recommendations as necessary.

Overall Project Objectives

The primary objective of the Optimizing EMS Resources in San Bernardino County plan, and the process to create the plan, is to support the overall system of health care in the region by improving the patient experience, enhancing public health, and maximizing the effectiveness and efficiency of providing these services. The quantification of the overuse of the 911 system is key to understanding the areas in need of improvement. This plan will be used to achieve the following sub-objectives:

1. **Enhance communication across sectors serving Emergency Medical Services.** Coordinate efforts between existing public fire/EMS communications centers using approved Emergency Medical Dispatch (EMD) protocols to ensure a standardized methodology for triaging and dispatching the appropriate resources to calls for services.
 - a. Create Common/Standardized Terminology
 - b. Combine Quality Assurance/ Dispatch Review Committee (DRC) efforts
 - c. Coordinated use of SEND protocol for law enforcement generated calls
 - d. Coordinated use of ProQA Card 33/37 for medical facilities
2. **Improve interoperability between Public Fire and EMS Centers.** Assessing the viability the and interoperability between designated public fire/EMS communications centers and all responding field units.
 - a. CAD interoperability
 - i. Unit Visibility
3. **Provide an alternative method for responding to calls in to the EMS system.** Explore an Emergency Community Nurse System (ECNS) to further screen calls for service in order to offer the appropriate level of care for low acuity calls. Potential development of a coordinated nurse advice line that would be an alternative to dialing 9-1-1 or an adjunct to existing nurse advice lines. This plan will provide options for connections to local providers and payors as well as the opportunity to create physician connections within the ECNS framework.
 - a. Resource Network Database
 - b. Unified QA and medical oversight with the potential for oversight provided by physicians.
4. **Research and provide additional solutions possible with current and emerging technology.** Further explore solutions that take advantage of emerging technology to connect responders and patients to the appropriate level of medical expertise in order to effectively direct treatment options in an out-of-hospital setting.
 - a. Telemedicine
 - b. Community Paramedicine
 - c. Study use of Uber/Lyft and wheelchair/gurney vans for non-emergency calls
 - d. Apps
5. **Implement Measures of Success.**
 - a. Develop Program Metrics
 - b. Data Analysis
 - c. Outcome Reporting
 - d. Accountability

Key Assumptions

Much groundwork has already been established by an existing multi-agency/multi-discipline collaborative effort. The results of that effort are included in this document.

It has been established that any recommendations from this effort will be recommendations only, not mandates. It is important to develop recommendations that allow for system-wide efficiency and improvements while retaining a certain level of autonomy and local control with respect to local agency service level and response options.

It is expected that the CONSULTANT will engage with and heavily rely upon and consider input and feedback from the existing EMD AD HOC Task Force groups in this process, rather than starting from scratch.

SCOPE OF WORK

1. Project Initiation

Task 1.1 Project Kick-Off Meeting

SBCOG with partner support to conduct a project kick-off meeting with CONSULTANT and stakeholders noted above to discuss proposed project, and establish and finalize tasks and timeline. CONSULTANT to finalize outline of action plan for staff approval.

- Responsible Party: SBCOG/CONSULTANT

Task	Deliverable
1.1	Meeting agenda, participant list, meeting notes, list of action items and action plan

2. ADVISORY GROUP/COMMUNITY ENGAGEMENT

The advisory group the CONSULTANT will be working with is established and is split into subgroups: Executive/Policy Group and the Working Group.

Task 2.1 – Schedule Advisory Group Meetings

SBCOG and partners to conduct regular advisory group meeting to present progress and findings, and to solicit both general comments and specific technical input.

- Responsible Party: CONSULTANT

Task 2.2 – Create an Outreach Plan

CONSULTANT will compile a comprehensive list of stakeholders for the purpose of outreach. CONSULTANT will provide a plan for outreach to stakeholders. This plan will include meetings, social media, notices, and any other means of communication to ensure stakeholders are kept up to date on the progress of the project.

- Responsible Party: CONSULTANT/SBCOG

Task	Deliverable
2.1	List of Advisory Group members, Meeting Agendas, participant lists, comments, summaries
2.2	Outreach Plan

3. INVENTORY EMERGENCY MEDICAL SERVICES SYSTEM

Task 3.1 – Research and Inventory

Research and inventory existing Regional documents, protocols, policies, and processes established through ICEMA for the purposes of identifying the existing efforts currently in place throughout the County and potential gaps in service.

- Responsible Party: CONSULTANT

Task 3.2 – Research and Inventory

Research and inventory local response agencies and existing protocols, policies and processes for the purposes of identifying existing efforts currently in place throughout the County and potential gaps in service.

- Responsible Party: CONSULTANT

Task 3.3 – Review Data

CONSULTANT will review all data and databases to which the project will have access for the purpose of establishing data metrics. This data collection may include:

- Response Times
- Call Types
- Typical response for calls
- Number of patients helped
- Bed delay
 - Number of transports resulting in treat and release
 - Ambulance acuity assessments vs Emergency Dispatch Acuity Assessment
 - Mental health drops without concomitant medical issue

Final data sets to be agreed upon by the project executive committee.

- Responsible Party: CONSULTANT

Task 3.4 – Research and Inventory

Research and inventory receiving facilities' protocols, policies and processes for the purposes of identifying existing efforts currently in place throughout the County and identifying potential gaps in service.

- Responsible Party: CONSULTANT

Task	Deliverable
3.1	Report summarizing documents, protocols, policies, and processes review
3.2	Report identifying local response agencies and existing protocols, policies, and processes review
3.3	Report of existing data and databases across San Bernardino County
3.4	Report identifying appropriate receiving facilities protocols, policies and processes
	GIS/Spatial analysis of existing efforts throughout the County and identification of gaps for Tasks 3.1-3.4

Task 4. ANALYZE INTEROPERABILITY BETWEEN PUBLIC/PRIVATE FIRE AND EMS COMMUNICATIONS CENTERS, MAKE ASSOCIATED RECOMMENDATIONS

Task 4.1 – Analyze Interoperability Gaps for EMS Centers

Research and inventory interoperability between the four public and private EMS communications centers, and identify associated gaps.

- Responsible Party: CONSULTANT

Task 4.2 – Provide Recommendations to address Gaps

Provide recommendations, with cost analysis and risk analysis for each recommendation, for options addressing gaps in interoperability.

- Responsible Party: CONSULTANT

Task	Deliverable
4.1	Report current interoperability between the four public and private EMS communications centers, and identify associated gaps
4.2	Report on options for addressing identified gaps in interoperability.

5. METRICS FOR SUCCESS

Task 5.1 – Establish baseline measurement

Gather existing data from multiple sectors for the purposes of establishing a baseline for current response system performance so that a system of measurement can be developed to assess success of implementation. Include, but do not limit this analysis to: potential cost savings, bed delay improvements, collision reports, and improved response times to high acuity 9-1-1, etc.

- Responsible Party: CONSULTANT

Task 5.2 – Establish Metric for Success.

Create metric for success over 5-10 year timeframe. Metric to include: cost savings, bed delay, collisions during transport, and improve response times to high acuity 9-1-1 calls.

- Responsible Party: CONSULTANT

Task 5.3 – Customized Tracking Tools

Create customized tracking tools for individual agencies, jurisdictions, and providers.

- Responsible Party: CONSULTANT

Task	Deliverable
5.1	<ul style="list-style-type: none"> • Develop baseline metrics for current system performance, identify potential areas of improvement • Develop Flow Chart for processes
5.2	Recommend key industry standard metrics for developing specific objectives to be addressed by proposed initiatives.
5.3	Customized Tracking Tool

6. ANALYZE CURRENT RESPONSE METHODS, PROVIDE RECOMMENDATIONS FOR IMPROVING RESPONSE SYSTEM EFFECTIVENESS/EFFICIENCY

Task 6.1 – Analysis of EMS Response Methods for EMS Agencies

CONSULTANT is to analyze current EMS response methods among public and private EMS response agencies.

- Responsible Party: CONSULTANT

Task 6.2 – Analyze Ad Hoc Initiatives

CONSULTANT is to analyze initiatives developed by Ad Hoc Task Force and establish viability priority of recommendations and potential unintended consequences of implementation. Provide alternative(s) not considered by Ad Hoc Task Force as approved by executive committee.

- Responsible Party: CONSULTANT

Task 6.3 – Implementation Strategy

Provide an implementation strategy to include cost analysis, priority, phasing potential, and identification of potential fund sources.

- Responsible Party: CONSULTANT

Task	Deliverable
6.1	Report current EMS response methods among public/private EMS response agencies
6.2	Review specific initiatives developed by AD Hoc Task Force, establish viability and priority of such recommendations. Suggest alternatives not considered.
6.3	Provide actionable recommendations for proceeding with specific initiatives

7. PLAN DEVELOPMENT

Task 7.1 – Prepare a Draft Plan

CONSULTANT to prepare draft Optimizing EMS Resources in San Bernardino County (OEMSSBC) Plan, including resources, time frame, approval requirements, and risk analysis based on inventory data, analysis, outreach, and stakeholder input.

- Responsible Party: CONSULTANT

Task 7.2 – Present Draft Plan to Partners and Interested Stakeholders

CONSULTANT to present draft OEMSSBC to Partners and Stakeholders for input and review. CONSULTANT to gather feedback from partners and stakeholders.

- Responsible Party: CONSULTANT

Task 7.3 – Incorporate Edits into Draft Plan and Present Second Version to Partners and Stakeholders

CONSULTANT to incorporate input into OEMSSBC and resubmit to Partners/Stakeholders for a second public input and review.

- Responsible Party: CONSULTANT

Task 7.4 – Incorporate Final Edits into Plan

CONSULTANT to make final changes to OEMSSBC including next steps for environmental review (if necessary) and for final implementation.

- Responsible Party: CONSULTANT

Task 7.5 - Final Plan Presentation to SBCOG Board and Board of Supervisors for review, approval, and adoption.

CONSULTANT to present final plan to SBCOG Board for review, approval, and adoption.

- Responsible Party: SBCOG/CONSULTANT

Task	Deliverable
7.1	Draft OEMSSBC
7.2	Meeting agenda and list of action items
7.3	Second Draft OEMSSBC
7.4	Final OEMSSBC
7.5	Meeting agenda and minutes indicating Board/Council Approvals.

8 REPORTING AND FISCAL MANAGEMENT

Task 8.1 Quarterly Reporting.

Consulting firm to complete and submit quarterly reports detailing progress of the project.

- Responsible Party: CONSULTANT

Task 8.2 – Prepare Invoicing

CONSULTANT to prepare and submit invoice packages in accordance with SBCOG's requirements. Invoice packages will be based upon completion of project phases as identified in contract and include project expenditures to-date.

- Responsible Party: CONSULTANT

Task 8.3 – Submit Final Report

CONSULTANT to complete and submit a final close-out report to SBCOG detailing completion of the project in accordance with CONSULTANT contract.

- Responsible Party: CONSULTANT

Task	Deliverable
8.1	Quarterly Reports
8.2	Project Invoices
8.3	Final Report

Minute Action

AGENDA ITEM: 24

Date: January 9, 2019

Subject:

Summary of Measure I Capital Improvement Plans of Member Agencies

Recommendation:

Receive the Measure I Summary Report of the Five-Year Capital Improvement Plans for Local Pass-Through Funds for Fiscal Year 2018/2019 through Fiscal Year 2022/2023.

Background:

The Measure I Expenditure Plan requires each local jurisdiction to annually adopt a Five-Year Capital Improvement Plan (CIP) that details the specific projects to be funded using Measure I Local Pass-Through Funds. Expenditures must be detailed in the CIP and adopted by resolution of the governing body.

In accordance with Measure I Strategic Plan Policy, the CIP shall:

1. Specifically identify improvements to be funded with Measure I Local Pass-Through Funds by street name, boundaries, and project type and must be adopted by resolution of the governing body.
2. Constrain the total amount of planned expenditures to 150% of SBCTA forecasted revenue for Measure I Local Pass-Through Funds plus any fund balances and/or revenue resulting from bonds secured by Measure I revenue.
3. Include no more than 50% of estimated annual revenue to general program categories, which are programs or projects without any identified streets (examples are pavement management programs, general maintenance and system improvements).
4. Include total estimated cost of capacity enhancing projects to Nexus Study roadways, the Measure I share of project cost and the development share of cost. Maintenance projects or projects that do not enhance the capacity of a roadway do not require a development contribution in the Five-Year Plan.
5. List any single project expenditure in excess of \$100,000 as an individual project and not in a general program category.

In the San Bernardino Valley subarea, 20% of the total Measure I revenue is distributed monthly to the jurisdictions for their Local Streets projects.

In the Mountain/Desert subarea, 70% of the total Measure I revenue is distributed monthly to the jurisdictions for their Local Streets projects, after reservation of 2% by SBCTA to fund future Project Development/Traffic Management Systems projects.

Jurisdictions have flexibility to move projects around in their CIP based on the necessities of the jurisdiction. However, in order for a project to be eligible for expenditure of Local Streets funds,

Entity: San Bernardino County Transportation Authority

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the project must be included in the Five-Year CIP. If the change happens after the plan has been approved, a revised plan must be prepared and submitted to SBCTA prior to the end of the fiscal year. As the CIP is the basis for the annual audit, if a revised plan is not submitted it will result in an audit finding.

Attachment 1 summarizes the revenue available and the amount programmed for projects by each jurisdiction for 2018/2019 through 2022/2023. The CIPs contain locally prioritized and eligible projects for road maintenance, repair and construction. Staff has confirmed that the plans meet the eligibility requirements of Measure I.

Attachment 2 provides the Expenditure Strategy provided by each jurisdiction. The Expenditure Strategy provides a general description of the types of uses of Measure I and provides an opportunity for jurisdictions to explain large balances being accumulated for future projects.

A copy of the "Capital Improvement Plans Summary Report" has been posted on the SBCTA website at <http://www.gosbcta.com/plans-projects/funding/MeasureI/2018-2023CIPSummaryReport.pdf>.

Financial Impact:

This item is consistent with the adopted Fiscal Year 2018/2019 Budget.

Reviewed By:

This item was received by the General Policy Committee on December 12, 2018.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

San Bernardino County Transportation Authority

**MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023**

Total Programmed:	\$	8,248,565.31
Total Carryover Programmed:	\$	3,678,350.00
Total Estimated Programmed:	\$	4,570,215.31
Check:	\$	8,248,565.31
150% of Estimated Measure I plus carryover:	\$	10,867,529.87
Does programing amount exceed 150% limit:		No

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SBCTA by the end of the fiscal year along with a new resolution.

(*) = Carryover funds may not be used on Categorical Projects.

MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
 Fiscal Years 2018/2019 thru 2022/2023

Total Programmed:	\$	17,234,000.00
Total Carryover Programmed:	\$	-
Total Estimated Programmed:	\$	17,234,000.00
Check:	\$	17,234,000.00
150% of Estimated Measure I plus carryover:	\$	21,661,544.33
Does programing amount exceed 150% limit:		No

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SBCTA by the end of the fiscal year along with a new resolution.

(*) = Carryover funds may not be used on Categorical Projects.

MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
 Fiscal Years 2018/2019 thru 2022/2023

Total Estimated Programmed:	\$	12,195,400.00
Check:	\$	12,195,400.00
150% of Estimated Measure I plus carryover:	\$	18,453,153.12
Does programing amount exceed 150% limit:		No

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SBCTA by the end of the fiscal year along with a new resolution.

(*) = Carryover funds may not be used on Categorical Projects.

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MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023

RESOLUTION NUMBER:	
RESOLUTION APPROVAL DATE:	8/27/2018
CONTACT PERSON & TITLE:	John Harris, Director of Public Works & Engineering
CONTACT PHONE:	909-866-5831
CONTACT EMAIL:	jharris@citybigbearlake.com

JURISDICTION	City of Big Bear Lake	In NMTP Plan?	ATP Component?	Nexus Project?		Estimated Total Project Cost	FY2018/19 Est. Revenue		FY2019/20 Est. Revenue		FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		Total Available (Carryover plus estimate)
CARRYOVER BALANCE:	\$0.00						\$ 427,154.25		\$ 434,379.72		\$ 440,467.95		\$ 446,708.56		\$ 452,961.00		\$2,201,671.48
Named Projects:		Yes/No	Type	Public Share	DIF Share		Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total Local Street Measure I Programmed
Balboa Lane Reconstruction		NO	NO	100.0%		\$ 66,310.00		\$ 66,310.00									\$66,310.00
Berkley Lane Reconstruction		NO	NO	100.0%		\$ 38,699.00		\$ 38,699.00									\$38,699.00
Boulder Bay Court Reconstruction		NO	NO	100.0%		\$ 78,680.00		\$ 78,680.00									\$78,680.00
Bow Canyon Court Overlay		NO	NO	100.0%		\$ 17,119.00		\$ 17,119.00									\$17,119.00
Bow Canyon Lane Overlay		NO	NO	100.0%		\$ 8,185.00		\$ 8,185.00									\$8,185.00
Chipmunk Lane Reconstruction		NO	NO	100.0%		\$ 251,547.00		\$ 251,547.00									\$251,547.00
Elgin Road & Knoll Road Reconstruction		NO	NO	100.0%		\$ 98,638.00		\$ 98,638.00									\$98,638.00
Homestead Lane & Red Oak Lane Mill & Overlay		NO	NO	100.0%		\$ 31,068.00		\$ 31,068.00									\$31,068.00
Lakeview Court Mill & Overlay		NO	NO	100.0%		\$ 58,458.00		\$ 58,458.00									\$58,458.00
Manzanita Court Reconstruction		NO	NO	100.0%		\$ 18,440.00		\$ 18,440.00									\$18,440.00
Marin Road Reconstruction		NO	NO	100.0%		\$ 23,034.00		\$ 23,034.00									\$23,034.00
Meadowhill Place Mill & Overlay		NO	NO	100.0%		\$ 17,544.00		\$ 17,544.00									\$17,544.00
Mendocino Drive Reconstruction		NO	NO	100.0%		\$ 86,464.00		\$ 86,464.00									\$86,464.00
Sand Canyon Court Overlay		NO	NO	100.0%		\$ 16,026.00		\$ 16,026.00									\$16,026.00
Short Lane Mill & Overlay		NO	NO	100.0%		\$ 12,764.00		\$ 12,764.00									\$12,764.00
Siskiyou Drive Reconstruction		NO	NO	100.0%		\$ 42,785.00		\$ 42,785.00									\$42,785.00
Swan Drive Mill & Overlay		NO	NO	100.0%		\$ 24,117.00		\$ 24,117.00									\$24,117.00
Club View Drive Mill & Overlay		NO	NO	100.0%		\$ 57,050.00		\$ 57,050.00									\$57,050.00
General Program Categories		NO	NO	100.0%		\$ 80,000.00		\$ 80,000.00									\$80,000.00
																	\$0.00
Lagunita Pavement and Drainage Rehabilitation		NO	NO	100.0%		\$ 300,000.00				\$ 300,000.00							\$300,000.00
Lower Moonridge Pavement and Sidewalk Rehabilitation		NO	NO	100.0%		\$ 700,000.00				\$ 700,000.00							\$700,000.00
General Program Categories		NO	NO	100.0%		\$ 80,000.00				\$ 80,000.00							\$80,000.00
																	\$0.00
ATP grant for street improvements sidewalk and bike lane matching funds		NO	YES	100.0%		\$ 221,000.00						\$ 221,000.00					\$221,000.00
Talbot Drive - Pavement Reconstruction		NO	NO	100.0%		\$ 100,000.00						\$ 100,000.00					\$100,000.00
Upper Moonridge Pavement and Sidewalk Rehabilitation		NO	NO	100.0%		\$ 650,000.00						\$ 650,000.00					\$650,000.00
General Program Categories		NO	NO	100.0%		\$ 80,000.00						\$ 80,000.00					\$80,000.00
																	\$0.00
Summit Blvd		NO	NO	100.0%		\$ 800,000.00								\$ 800,000.00			\$800,000.00
General Program Categories		NO	NO	100.0%		\$ 80,000.00								\$ 80,000.00			\$80,000.00
																	\$0.00
Clubview		NO	NO	100.0%		\$ 300,000.00										\$ 300,000.00	\$300,000.00
Cliff Drive		NO	NO	100.0%		\$ 80,000.00										\$ 80,000.00	\$80,000.00
Manzanita Court - Pavement Reconstruction		NO	NO	100.0%		\$ 30,000.00										\$ 30,000.00	\$30,000.00
General Program Categories		NO	NO	100.0%		\$ 80,000.00										\$ 80,000.00	\$80,000.00
																	\$0.00
																	\$0.00
																	\$0.00

Project Count: 37	Named Projects Total:						\$ -	\$ 1,026,928.00	\$ -	\$ 1,080,000.00	\$ -	\$ 1,051,000.00	\$ -	\$ 880,000.00	\$ -	\$ 490,000.00	\$4,527,928.00
	Total Carryover + Estimate:						\$1,026,928.00		\$1,080,000.00		\$1,051,000.00		\$880,000.00		\$490,000.00		\$4,527,928.00
	(%) Named Projects:						240%		249%		239%		197%		108%		

Categorical Projects Total *:		In NMTP Plan?	ATP Component?														
		Yes/No	Type														
																	\$0.00
																	\$0.00
																	\$0.00
	Categorical Projects Total:							\$ -		\$ -		\$ -		\$ -		\$ -	\$0.00
	(%) Categorical Projects (cannot exceed 50%):							0%		0%		0%		0%		0%	

(*) = Carryover funds may not be used on Categorical Projects.

Total Programmed: \$ 4,527,928.00
Total Carryover Programmed: \$ -

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is ≥ \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SBCTA by the end of the fiscal year along with a new resolution.

Total Estimated Programmed: \$ 4,527,928.00
Check: \$ 4,527,928.00
150% of Estimated Measure I plus carryover: \$ 3,302,507.22
Does programing amount exceed 150% limit: Yes

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MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023

RESOLUTION NUMBER:	2018-XXX
RESOLUTION APPROVAL DATE:	
CONTACT PERSON & TITLE:	Jose Alire, Assistant City Manager/Public Works
CONTACT PHONE:	(909) 334-3400
CONTACT EMAIL:	jalire@cityofchino.org

JURISDICTION	CITY OF CHINO	In NMTP Plan?	ATP Component?	Nexus Project?		Estimated Total Project Cost	FY2018/19 Est. Revenue		FY2019/20 Est. Revenue		FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		Total Available (Carryover plus estimate)
CARRYOVER BALANCE:	\$2,558,001.00						\$ 1,462,938.00		\$ 1,482,599.00		\$ 1,502,535.00		\$ 1,522,967.00		\$ 1,543,417.00		\$10,072,457.00
Named Projects:		Yes/No	Type	Public Share	DIF Share		Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total Local Street Measure I Programmed
Project C7053/ TR131- Traffic Signal Modification at Riverside Drive at Ramona Avenue						\$ 240,690.00	\$ 210,690.00	\$ 30,000.00									\$240,690.00
Project C7061/ TR152- Traffic Signal Modification at Telephone Avenue and Philadelphia Street		Yes				\$ 229,870.00	\$ 193,870.00	\$ 36,000.00									\$229,870.00
Project G7023/ TR151- Traffic Signal Improvement Project- Edison Avenue at Ramona Avenue, Yorba Avenue and Monte Vista Avenue (HSIP)						\$ 257,657.00	\$ 70,657.00	\$ 187,000.00									\$257,657.00
Project G7024/ ST151-Central Avenue sidewalk/access ramps and 7th Street/Riverside Drive Improvements (TDA)						\$ 39,258.00	\$ 28,632.00	\$ 10,626.00									\$39,258.00
Project G7018/ TR141- Traffic Signal Modification at Chino Avenue at Ramona Avenue (HSIP grant)						\$ 14,950.00	\$ 14,950.00										\$14,950.00
TR 154/G7052 Central Traffic Control System Project- MSRC Grant						\$ 45,000.00	\$ 45,000.00										\$45,000.00
Project TR161- Traffic Signal Modification Project- Philadelphia Street at Town Square Avenue						\$ 311,020.00	\$ 258,020.00	\$ 53,000.00									\$311,020.00
Project C7063/TR162- CCTV Camera Installation for TS Communications- Phase 1- at Central Avenue/Schaefer Avenue; Central Avenue/ Riverside Drive; Fern Avenue/ Kimball Avenue; El Prado Rd/ Kimball Ave; Main Street/ Kimball Avenue; Mill Creek Ave/Pine Ave; Central Ave/ Walnut Ave						\$ 135,000.00	\$ 135,000.00										\$135,000.00
Project TR 171 FY 2016-2017 Traffic Signal Modifications- Grand Ave at Spectrum East; Grand Ave at Spectrum West						\$ 420,098.00	\$ 403,098.00	\$ 17,000.00									\$420,098.00
Project TR 172- FY 2016-2017 Traffic Signal Modification- Schaefer Avenue at Ramona Avenue						\$ 324,712.00	\$ 313,712.00	\$ 11,000.00									\$324,712.00
Project ST 172 FY 2016-2017 - ADA Upgrades- Kimball Avenue Sidewalk Connection						\$ 86,600.00	\$ 30,000.00	\$ 56,600.00									\$86,600.00
Project TR 182 CCTV Camera Installation for TS Communications- Phase 2- at Ramona Ave/ Riverside Dr; Kimball Avenue/Rincon Meadows Avenue; Central Ave/Chino Hills Pkwy; Central Avenue/Eucalyptus Ave; Mountain Ave /Kimball Ave; Fern Ave/Pine Ave; Mill Creek Ave/Bickmore Ave; East Preserve Loop/Pine Ave; Monte Vista Ave/Chino Hills Pkwy; Monte Vista Ave/Riverside Drive						\$ 200,000.00	\$ 200,000.00										\$200,000.00
Project TR181 FY 2017-2018-TS Battery Backup, and Traffic Signal Service Upgrades - Benson Avenue at Park Place, Central Avenue at Washington Avenue, Magnolia Avenue at Riverside Drive, Mountain Avenue at Riverside Drive, Monte Vista Avenue at Schaefer Avenue, Pipeline Avenue at Schaefer Avenue, Ramona Avenue at Walnut Avenue						\$ 335,872.00	\$ 318,372.00	\$ 17,500.00									\$335,872.00
TR 191 - Traffic Signal Installation- Riverside Drive at Wright Avenue- FY 17/18- Design; FY 18/19- Construction						\$ 368,000.00	\$ 36,000.00			\$ 332,000.00							\$368,000.00
Project N7604 Coordinated Traffic Signal System (Tiers 1-4 SBCTA Project)						\$ 70,000.00	\$ 70,000.00										\$70,000.00
Project ST 183- FY 2018-19 Street Rehabilitation & TSM- Riverside Drive						\$ 230,000.00	\$ 230,000.00										\$230,000.00
Project TR 201- Traffic Signal Modification- Pipeline Avenue at Schaefer Avenue		Yes				\$ 378,531.00				\$ 378,531.00							\$378,531.00
Project ST 200 FY 2019-2020 Street Rehab- Phillips Street from Central Avenue to Benson Avenue, Francis Avenue from west city limits (Snyder Avenue) to Vernon Avenue, Vernon Avenue from Francis Avenue to Philadelphia Street, Philadelphia Street from Norton Avenue to Benson Avenue, Telephone Avenue from Walnut Avenue to Riverside Drive, Lincoln Avenue from Russell Avenue to Seventh Street, Washington Avenue from Third Street to Telephone Avenue, Central Avenue from Chino Avenue to Schaefer Avenue						\$ 400,000.00				\$ 400,000.00							\$400,000.00
Project TR 211-Traffic Signal Modifications- Riverside Drive at Magnolia Avenue and Riverside Drive at Mountain Avenue		Yes/No				\$ 411,394.00						\$ 411,394.00					\$411,394.00
Project TR 212- Traffic Signal Modifications at San Antonio Avenue at Walnut Avenue, Philadelphia Street at Monte Vista Avenue		Yes/Yes				\$ 467,000.00							\$ 467,000.00				\$467,000.00

CHINO CIP REPORT CONTINUED																
Project TR 221- CCTV Camera Installation for TS Communications- Phase 3- at Pipeline Ave/Chino Ave; Pipeline Ave/Schaefer Ave; Pipeline Ave/Spectrum North; Pipeline Ave/Grand - Edison Ave; Spectrum West/Grand Ave; Spectrum East/Grand Ave; Ramona Ave/ Chino Ave; Ramona Ave/Edison Ave; Monte Vista Ave/Edison Ave					\$ 220,000.00							\$ 220,000.00				\$220,000.00
Project ST 210 FY 2020-2021- Street Rehab- Edison Avenue from Spectrum West to Norton Avenue, Eucalyptus Avenue from Yorba Court to Monte Vista Avenue, Walnut Avenue from Norton Avenue to Scholander Avenue, Cheyenne Court west of Pipeline Avenue, Walnut Avenue from Tenth Street to Benson Avenue					\$ 156,170.00					\$ 156,170.00						\$156,170.00
TR 231- Traffic Signal Modification - Central Avenue at Eucalyptus Avenue					\$ 300,000.00										\$ 300,000.00	\$300,000.00
TR 232- CCTV Camera Installation-Phase 4					\$ 225,000.00										\$ 225,000.00	\$225,000.00
NEW- "Talk the Walk" -Central Avenue - Philadelphia St. to Francis Ave. (TDA)					\$ 51,420.00		\$ 51,420.00									\$51,420.00
Project Count: 26	Named Projects Total:				\$5,918,242.00	\$ 2,558,001.00	\$ 470,146.00	\$ -	\$ 1,110,531.00	\$ -	\$ 567,564.00	\$ -	\$ 687,000.00	\$ -	\$ 525,000.00	\$5,918,242.00
	Total Carryover + Estimate:					\$3,028,147.00		\$1,110,531.00		\$567,564.00		\$687,000.00		\$525,000.00		\$5,918,242.00
	(%) Named Projects:							75%		38%		45%		34%		
		In NMTP Plan?	ATP Component?													
Categorical Projects Total *:		Yes/No	Type													
Asphalt Pavement/Overlay - Citywide						\$ 300,000.00		\$ 300,000.00		\$ 300,000.00		\$ 300,000.00		\$ 300,000.00		\$1,500,000.00
Concrete Maintenance/Graffiti Abatement - Citywide						\$ 220,000.00		\$ 225,000.00		\$ 230,000.00		\$ 235,000.00		\$ 240,000.00		\$1,150,000.00
Traffic Control/ Signal Maintenance- Citywide						\$ 211,469.00		\$ 216,299.50		\$ 221,267.50		\$ 226,483.50		\$ 231,708.50		\$1,107,228.00
																\$0.00
																\$0.00
																\$0.00
																\$0.00
																\$0.00
																\$0.00
	Categorical Projects Total:					\$ 731,469.00		\$ 741,299.50		\$ 751,267.50		\$ 761,483.50		\$ 771,708.50		\$3,757,228.00
	(%) Categorical Projects (cannot exceed 50%):						50%		50%		50%		50%		50%	

(*) = Carryover funds may not be used on Categorical Projects.

Total Programmed: \$ 9,675,470.00

Total Carryover Programmed: \$ 2,558,001.00

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is ≥ \$100,000, then list individually in Named Projects section.

2. There is a 50% limit on total categorical projects.

3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.

4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.

5. Revised Capital Improvement Plans are due to SBCTA by the end of the fiscal year along with a new resolution.

Total Estimated Programmed: \$ 7,117,469.00

Check: \$ 9,675,470.00

150% of Estimated Measure I plus carryover: \$ 15,108,685.50

Does programing amount exceed 150% limit: No

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MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023

RESOLUTION NUMBER:	R2018-
RESOLUTION APPROVAL DATE:	9/11/2018
CONTACT PERSON & TITLE:	Joe Dyer, Assistant City Engineer
CONTACT PHONE:	(909) 364-2771
CONTACT EMAIL:	jdyer@chinohills.org

JURISDICTION	City of Chino Hills	In NMTP Plan?	ATP Component?	Nexus Project?		Estimated Total Project Cost	FY2018/19 Est. Revenue		FY2019/20 Est. Revenue		FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		Total Available (Carryover plus estimate)
CARRYOVER BALANCE:	\$245,204.00																\$7,445,420.00
Named Projects:		Yes/No	Type	Public Share	DIF Share		Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total Local Street Measure I Programmed
Los Serranos Infrastructure Improvements - ATP project - Construction of sidewalks with access ramps, curb and gutter, and street lights in the Los Serranos neighborhood: Mariposa Ave, Carmelita Ave, Fairway Blvd, Yorba Ave, Murray Ave, Esther St, Ethel St, Cecelia St, Avery St, Pheasant St, and Quail Street. Multiple Funding Sources. CH Project No. S15008			Federal Grant and State Grant			\$ 2,653,000.00	\$ 580,600.00										\$580,600.00
Installation of Countdown Pedestrian Signals - Install countdown pedestrian signals at various intersections throughout the City. Multiple Funding Sources. CH Project No. S17009						\$ 137,400.00	\$ 18,900.00										\$18,900.00
FY 2017/18 Street Improvement Program - Slurry seal and overlay (Rancho Hills Area, Ease Windmill Area, Warmington Homes Area, Founders Village Area, Laband Village Area, and Walnut Creek Area). CH Project No. S18001						\$ 1,920,000.00	\$ 305,100.00										\$305,100.00
FY 2018/19 Street Program - Slurry seal and overlay (area south of Chino Ave & north of Grand Ave btwn Monte Verde Dr east to the City limits; and Sunny Brook Lane s/o Grand Ave). CH Project No. S19001						\$ 1,250,000.00	\$ 1,250,000.00										\$1,250,000.00
FY 2018/19 Sidewalk Replacement Program - Replace damaged sidewalk throughout the City. CH Project No. S19002						\$ 150,000.00	\$ 150,000.00										\$150,000.00
Los Serranos Transit Access Project - Improve accessibility to two transit stops on Yorba Avenue by constructing new sidewalks, curbs, gutters, paving, and ADA-compliant access ramps on Fairway Avenue and Yorba Avenue. Multiple Funding Sources. CH Project No. S19003						\$ 240,000.00	\$ 152,900.00										\$152,900.00
FY 2019/20 Street Improvement Program - Slurry seal and overlay (residential area bounded by Scenic Ridge Dr to the north, Chino Ave to the south, Diamond Bar city limits to the west, and Peyton Dr to the east; including Buckingham area)						\$ 1,250,000.00			\$ 1,250,000.00								\$1,250,000.00
FY 2020/21 Street Improvement Program - Slurry seal and overlay (residential area along Eucalyptus Ave bounded by Vista Del Norte to the west and Peyton Dr to the east; including Green Valley/Frost residential area)						\$ 1,250,000.00					\$ 1,250,000.00						\$1,250,000.00
FY 2021/22 Street Improvement Program - Slurry seal and overlay (residential are along Carbon Canyon Rd bounded by Sleepy Hollow streets to the south and Feldspar Dr to the north; including Canon Lane & Fairway Drive)						\$ 1,250,000.00							\$ 1,250,000.00				\$1,250,000.00
FY 2022/23 Street Improvement Program - Slurry seal and overlay (residential areas bounded by Peyton Dr to the West; Bayberry Dr to the South; Tern St and Hillsdale Ranch Rd to the East; Glen Ridge Dr to the North; Valley Vista Dr from Peyton Dr to Pipeline Ave)						\$ 1,250,000.00										\$ 1,250,000.00	\$1,250,000.00
FY 2019/20 Sidewalk Replacement Program - Replace damaged sidewalk throughout the City.						\$ 150,000.00				\$ 150,000.00							\$150,000.00
FY 2020/21 Sidewalk Replacement Program - Replace damaged sidewalk throughout the City.						\$ 150,000.00						\$ 150,000.00					\$150,000.00
FY 2021/22 Sidewalk Replacement Program - Replace damaged sidewalk throughout the City.						\$ 150,000.00							\$ 150,000.00				\$150,000.00
FY 2022/23 Sidewalk Replacement Program - Replace damaged sidewalk throughout the City.						\$ 150,000.00										\$ 150,000.00	\$150,000.00
																	\$0.00
Project Count: 14		Named Projects Total:					\$ 904,600.00	\$ 1,552,900.00	\$ -	\$ 1,400,000.00	\$ -	\$ 1,400,000.00	\$ -	\$ 1,400,000.00	\$ -	\$ 1,400,000.00	\$8,057,500.00
		Total Carryover + Estimate:					\$2,457,500.00		\$1,400,000.00		\$1,400,000.00		\$1,400,000.00		\$1,400,000.00		\$8,057,500.00
		(%) Named Projects:					175%		99%		97%		96%		95%		
		In NMTP Plan?	ATP Component?														
Categorical Projects Total *:		Yes/No	Type														
																	\$0.00
																	\$0.00
		Categorical Projects Total:					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00
		(%) Categorical Projects (cannot exceed 50%):					0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	

(*) = Carryover funds may not be used on Categorical Projects.

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is ≥ \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SBCTA by the end of the fiscal year along with a new resolution.

Total Programmed: \$ 8,057,500.00
Total Carryover Programmed: \$ 904,600.00

Total Estimated Programmed: \$ 7,152,900.00
Check: \$ 8,057,500.00
150% of Estimated Measure I plus carryover: \$ 11,168,130.00
Does programing amount exceed 150% limit: No

MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023

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RESOLUTION NUMBER:	R-91-18
RESOLUTION APPROVAL DATE:	8/7/2018
CONTACT PERSON & TITLE:	Victor Ortiz, P.E. City Engineer
CONTACT PHONE:	909-514-4210
CONTACT EMAIL:	vortiz@coltonca.gov

AGENCY NAME:	City of Colton		FY2018/2019	FY2019/2020	FY2020/2021	FY2021/2022	FY2022/2023	Total Available (Carryover plus estimate)
CARRYOVER BALANCE:	\$1,151,823.88	ANNUAL MEASURE I ESTIMATE:	\$904,362.00	\$918,516.00	\$928,840.00	\$941,471.00	\$954,112.00	\$5,799,124.88

Named Projects:	In NMTP Plan?	ATP Component?	Estimated Total Project Cost	Nexus Project?		FY2018/2019		FY2019/2020		FY2020/2021		FY2021/2022		FY2022/2023		Total Local Street Measure I Programmed		
	Yes/No	Type		Public Share (%)	DIF Share (%)	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate			
Bridge Retrofit - Mt. Vernon Ave. over Santa Ana River			\$ 621,494.00			\$ 68,281.63										\$68,281.63		
Bridge Retrofit - UPRR Track over C Street			\$ 130,000.00			\$ 7,608.62										\$7,608.62		
Bridge Retrofit - Colton High POC at Rancho Avenue			\$ 124,600.00			\$ 1,484.64										\$1,484.64		
Barton Bridge Replacement Project	Yes	SW/Bike Ln.	\$ 3,562,480.00			\$ 32,090.00										\$32,090.00		
Mt. Vernon Bridge over UPRR Widening Project	Yes	SW/Bike Ln.	\$ 10,961,800.00	56.4%	43.6%											\$300,000.00		
La Cadena Bridge over Santa Ana River Replacement Project	Yes	SW/Bike Ln.	\$ 27,535,000.00	56.4%	43.6%							\$ 150,000.00		\$ 150,000.00		\$300,000.00		
Reche Canyon Road Extension to Washington/Hunts Lane	Yes	SW/Bike Ln.	\$ 3,085,000.00			\$ 223,653.00										\$223,653.00		
Mt. Vernon Ave. Corridor Traffic Signal Improvement	Yes		\$ 770,000.00			\$ 64,217.01										\$64,217.01		
Citywide Striping Project			\$ 75,000.00			\$ 75,000.00										\$75,000.00		
Reche Canyon Road Street Improvement (Curb, gutter, sidewalk)	Yes	sidewalk	\$ 80,000.00			\$ 8,116.25										\$8,116.25		
La Cadena Drive/8th Street Intersection Project	Yes		\$ 90,000.00			\$ 65,011.00										\$65,011.00		
Mohave Drive (Washington St. to Cahuilla St)			\$ 78,600.00			\$ 75,650.84										\$75,650.84		
Congress St. (8th to Pine St.)			\$ 81,300.00			\$ 78,249.54										\$78,249.54		
Valley Blvd. (La Cadena to BNSF Rail; Wildrose to City limit)	Yes		\$ 114,600.00			\$ 110,300.09										\$110,300.09		
Reche Canyon Road (Washington Street to City Limit)	Yes		\$ 187,500.00			\$ 180,464.80										\$180,464.80		
San Bernardino Ave. (Iron Horse to West of Eucalyptus)	Yes		\$ 139,000.00			\$ 133,784.57										\$133,784.57		
C Street (Meridian Ave. to west of Hermosa St)	Yes		\$ 29,000.00			\$ 27,911.89										\$27,911.89		
North Colton Missing Sidewalk Improvement Project		Sidewalk	\$ 85,000.00				\$ 85,000.00									\$85,000.00		
Pavement Rehabilitation - M Street Fogg to La Cadena Drive)	Yes		\$ 210,647.00				\$ 210,647.00									\$210,647.00		
Pavement Rehabilitation - Washington St. (Hunts Lane to Waterman)	Yes		\$ 191,481.00				\$ 191,481.00									\$191,481.00		
Pavement Rehabilitation - Rancho Ave (Johnston Street to Mill Street)	Yes		\$ 192,218.00				\$ 192,218.00									\$192,218.00		
Pavement Rehabilitation - Valley Blvd (City Limit to Wildrose)	Yes		\$ 123,513.00				\$ 123,513.00									\$123,513.00		
Pavement Rehabilitation - Mt. Vernon Ave (Olive St. to Colton Ave)	Yes		\$ 150,000.00					\$ 150,000.00								\$150,000.00		
Pavement Rehabilitation - Mt. Vernon Ave. (No. of Cooley to Washington)	Yes		\$ 450,000.00					\$ 150,000.00		\$ 150,000.00		\$ 150,000.00				\$450,000.00		
Pavement Rehabilitation - Cooley Dr. (Washington to Valleywood)	Yes		\$ 400,000.00					\$ 150,000.00		\$ 150,000.00		\$ 100,000.00				\$400,000.00		
Pavement Rehabilitation - Rancho Ave. (F STreet to I-10 Bridge)	Yes		\$ 200,000.00					\$ 200,000.00								\$200,000.00		
Pavement Rehabilitation - Valley Blvd. (BNSF to C. Limit W of Rancho)	Yes		\$ 400,000.00					\$ 200,000.00		\$ 200,000.00						\$400,000.00		
Pavement Rehabilitation - Mill Street (Michigan to East City Limit)	Yes		\$ 300,000.00							\$ 150,000.00		\$ 150,000.00				\$300,000.00		
Pavement Rehabilitation - Fairway Drive (Mt. Vernon Ave. to East City Limit)	Yes		\$ 380,000.00							\$ 200,000.00				\$ 180,000.00		\$380,000.00		
Pavement Rehabilitation - Meridian Ave. (San Bernardino Ave. to Randall Ave.)	Yes		\$ 350,000.00									\$ 150,000.00		\$ 200,000.00		\$350,000.00		
Pavement Rehabilitation - Pennsylvania Ave. (Valley to C St.)	Yes		\$ 250,000.00											\$ 250,000.00		\$250,000.00		
																\$0.00		
																\$0.00		
Project Count: 31			Named Projects Total:					\$ 1,151,823.88	\$ 802,859.00	\$ -	\$ 850,000.00	\$ -	\$ 850,000.00	\$ -	\$ 850,000.00	\$ -	\$ 930,000.00	\$5,434,682.88
			Total Carryover + Estimate:					\$1,954,682.88		\$850,000.00		\$850,000.00		\$850,000.00		\$930,000.00	\$5,434,682.88	
			(%) Named Projects:					216%		93%		92%		90%		97%		

Categorical Projects Total *:		Item	Component													
		Yes/No	Type													
1. FY 18/19 Citywide Street and Traffic Safety Improvement							\$ 101,503.00		\$ 50,626.00		\$ 26,626.00		\$ 53,878.00		\$ 51,329.00	\$283,962.00
																\$0.00
																\$0.00
	Categorical Projects Total:						\$ 101,503.00		\$ 50,626.00		\$ 26,626.00		\$ 53,878.00		\$ 51,329.00	\$283,962.00
(%) Categorical Projects (cannot exceed 50%):							11%		6%		3%		6%		5%	

(*) = Carryover funds may not be used on Categorical Projects.

Total Programmed:	\$	5,718,644.88
Total Carryover Programmed:	\$	1,151,823.88
Total Estimated Programmed:	\$	4,566,821.00
Check:	\$	5,718,644.88
150% of Estimated Measure I plus carryover:	\$	8,698,687.32
Does programing amount exceed 150% limit:		No

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SANBAG by the end of the fiscal year along with the resolution.

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MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023

RESOLUTION NUMBER:	
RESOLUTION APPROVAL DATE:	
CONTACT PERSON & TITLE:	Jeffrey Kim, Engineering Mgr.
CONTACT PHONE:	909-350-7824
CONTACT EMAIL:	jkim@fontana.org

AGENCY NAME:	City of Fontana	FY2018/2019	FY2019/2020	FY2020/2021	FY2021/2022	FY2022/2023	Total Available (Carryover plus estimate)
CARRYOVER BALANCE:	\$17,007,599.00		\$3,572,228.00	\$3,620,238.00	\$3,668,917.00	\$3,718,809.00	\$3,768,743.00
							\$35,356,534.00

Updated 08/20/18 for September 2018		Estimated Total Project Cost	FY2018/2019		FY2018/2019		FY2019/2020		FY2020/2021		FY2021/2022		Total Local Street Measure I Programmed	
Named Projects:			Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate		
Bus Stop Improvements (3368)		\$ 7,000.00	\$ 7,000.00										\$7,000.00	
SSARP-Systematic Safety Analysis Report Program (3364)		\$ 25,000.00	\$ 22,359.00										\$22,359.00	
Traffic Calming Program (3373)		\$ 25,000.00	\$ 22,946.00										\$22,946.00	
Valley Median: Sierra Ave to Vineyard Ave (3318)		\$ 290,000.00	\$ 30,296.00										\$30,296.00	
Randall Ave & Juniper Ave (3313)		\$ 124,800.00	\$ 40,177.00										\$40,177.00	
Juniper Ave & Ceres (3291)		\$ 500,000.00	\$ 41,735.00										\$41,735.00	
TMC Earmark (3363)		\$ 46,400.00	\$ 46,400.00										\$46,400.00	
Sierra/So. Highland TS Cabinet (3371)		\$ 80,000.00	\$ 80,000.00										\$80,000.00	
Citrus/Malaga Ped Xing (3356)		\$ 100,000.00	\$ 100,000.00										\$100,000.00	
Etiwanda/Slover TS (3146)		\$ 282,320.00	\$ 101,890.00										\$101,890.00	
Foothill/Alder Curb Ramp (3370)		\$ 113,000.00	\$ 102,428.00										\$102,428.00	
PE Trail & Maple Ave Ped Signal (3340)		\$ 154,443.00	\$ 131,726.00										\$131,726.00	
No. Fontana Bucket Truck (3374)		\$ 150,000.00	\$ 150,000.00										\$150,000.00	
Baseline: Citrus-Americana Fiber (3343)		\$ 203,988.00	\$ 201,550.00										\$201,550.00	
Phila/San Sev Channel (3186)		\$ 300,000.00	\$ 211,250.00										\$211,250.00	
PE Trail & Beech Ave Ped Signal (3338)		\$ 225,000.00	\$ 222,670.00										\$222,670.00	
Sierra @ Metrolink Xing (3297)		\$ 500,000.00	\$ 308,137.00										\$308,137.00	
East Ave & Miller Ave (3319)		\$ 340,000.00	\$ 338,467.00										\$338,467.00	
San Bernardino & Cypress (3327)		\$ 500,000.00	\$ 419,590.00										\$419,590.00	
S. Highland/Cypress TS (3360)		\$ 450,000.00	\$ 442,682.00										\$442,682.00	
Jurupa & Live Oak (3336)		\$ 500,000.00	\$ 458,824.00										\$458,824.00	
Foothill: Sierra-Mango (3279)		\$ 555,000.00	\$ 493,103.00										\$493,103.00	
Cherry @ Live Oak TS Mod (3341)		\$ 500,000.00	\$ 500,000.00										\$500,000.00	
Juniper @ Metrolink (3311)		\$ 763,000.00	\$ 504,892.00										\$504,892.00	
Alder Middle School S/W (3367)		\$ 510,889.00	\$ 509,943.00										\$509,943.00	
Merrill Ave @ Oleander/Fontana (3328)		\$ 650,000.00	\$ 540,729.00										\$540,729.00	
Beech/Miller TS (3366)		\$ 600,000.00	\$ 587,517.00										\$587,517.00	
Valley Blvd & Oleander Ave (3310)		\$ 705,000.00	\$ 592,543.00										\$592,543.00	
Arrow/Tokay TS (3354)		\$ 625,000.00	\$ 625,000.00										\$625,000.00	
Valley Blvd & Almond Ave (3307)		\$ 757,770.00	\$ 634,918.00										\$634,918.00	
Sierra Ave & Riverside Ave (3329)		\$ 725,000.00	\$ 673,485.00										\$673,485.00	
San Sevaine PH I, Seg 2 (3345)		\$ 878,000.00	\$ 781,538.00										\$781,538.00	
Citrus/Ceres TS (3355)		\$ 830,000.00	\$ 830,000.00										\$830,000.00	
Foothill Blvd & Beech Ave (3320)		\$ 1,000,000.00	\$ 858,875.00										\$858,875.00	
Live Oak /Village Drive TS (80075)		\$ 450,000.00			\$ 450,000.00								\$450,000.00	
Alder Ave & Marygold Ave (80084) County is lead.		\$ 500,000.00			\$ 500,000.00								\$500,000.00	
Arrow/Cypress TS (80086)		\$ 500,000.00			\$ 500,000.00								\$500,000.00	
Beech/Valley TS (80018)		\$ 500,000.00			\$ 500,000.00								\$500,000.00	
Randall & Mango TS (80077)		\$ 450,000.00				\$ 450,000.00							\$450,000.00	
San Bernardino/Oleander TS (80085)		\$ 500,000.00				\$ 500,000.00							\$500,000.00	
Cherry & Banana TS (80073)		\$ 500,000.00				\$ 500,000.00							\$500,000.00	
Randall & Oleander TS (80021)		\$ 400,000.00					\$ 400,000.00						\$400,000.00	
Beech & Walnut TS (80070)		\$ 450,000.00					\$ 450,000.00						\$450,000.00	
Project Count: 43		Named Projects Total:	\$ 18,266,610	\$ 11,612,670.00	\$ -	\$ -	\$ 1,950,000.00	\$ -	\$ 1,450,000.00	\$ -	\$ 850,000.00	\$ -	\$ -	\$15,862,670.00
		Total Carryover + Estimate:		\$11,612,670.00		\$1,950,000.00		\$1,450,000.00		\$850,000.00		\$0.00		\$15,862,670.00
		(%) Named Projects:		56%		54%		40%		23%		0%		

FONTANA Categorical Projects Total *:											
Citywide Measure I Traffic Engineering Studies 36109246	\$485,850.00		\$97,170.00		\$97,170.00		\$97,170.00		\$97,170.00		\$485,850.00
Citywide Measure I Customer Relations 36110246	\$479,700.00		\$95,940.00		\$95,940.00		\$95,940.00		\$95,940.00		\$479,700.00
Citywide Measure I Street Lighting Related 36111246	\$469,200.00		\$93,840.00		\$93,840.00		\$93,840.00		\$93,840.00		\$469,200.00
Citywide Measure I Street Striping Related 36112246	\$487,900.00		\$97,580.00		\$97,580.00		\$97,580.00		\$97,580.00		\$487,900.00
Measure I 2010-2040 Local Cost Allocation 36113246	\$499,500.00		\$99,900.00		\$99,900.00		\$99,900.00		\$99,900.00		\$499,500.00
Measure I 2010-2040 Local Vehicle Maintenance 36114246	\$110,800.00		\$22,160.00		\$22,160.00		\$22,160.00		\$22,160.00		\$110,800.00
Citywide Measure I Street Related Activities 36115246	\$487,950.00		\$97,590.00		\$97,590.00		\$97,590.00		\$97,590.00		\$487,950.00
Citywide Measure I System (Traffic Controller Cabs) 36116246	\$450,000.00		\$90,000.00		\$90,000.00		\$90,000.00		\$90,000.00		\$450,000.00
Citywide Measure I System (Traffic Controller Equip) 36117246	\$450,000.00		\$90,000.00		\$90,000.00		\$90,000.00		\$90,000.00		\$450,000.00
Citywide Measure I System (Traffic Signal Equip) 36118246	\$450,000.00		\$90,000.00		\$90,000.00		\$90,000.00		\$90,000.00		\$450,000.00
Citywide Measure I System (Preventative Sig Maint) 36119246	\$484,450.00		\$96,890.00		\$96,890.00		\$96,890.00		\$96,890.00		\$484,450.00
Citywide Measure I System (Traffic Signal Maint) 36120246	\$300,000.00		\$60,000.00		\$60,000.00		\$60,000.00		\$60,000.00		\$300,000.00
Citywide Measure I Traffic-Related Signage 36121246	\$250,000.00		\$50,000.00		\$50,000.00		\$50,000.00		\$50,000.00		\$250,000.00
Citywide Measure I Emergency Reserve Equipment 36122246	\$390,000.00		\$78,000.00		\$78,000.00		\$78,000.00		\$78,000.00		\$390,000.00
Citywide Measure I Traffic Signal Maint Support 36123246	\$476,400.00		\$95,280.00		\$95,280.00		\$95,280.00		\$95,280.00		\$476,400.00
Citywide Measure I Traffic Signal Installation Support 36124246	\$476,400.00		\$95,280.00		\$95,280.00		\$95,280.00		\$95,280.00		\$476,400.00
Citywide Measure I Traffic Signal Communication Support 36125246	\$482,900.00		\$96,580.00		\$96,580.00		\$96,580.00		\$96,580.00		\$482,900.00
Categorical Projects Total:		\$7,231,050.00	\$ 1,446,210.00		\$ 1,446,210.00		\$ 1,446,210.00		\$ 1,446,210.00		\$ 1,446,210.00
Categorical Projects (cannot exceed 50%):		40%	40%		40%		39%		39%		38%

(*) = Carryover funds may not be used on Categorical Projects

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is ≥ \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SANBAG by the end of the fiscal year along with the resolution.

Total Programmed:	\$	23,093,720.00
Total Carryover Programmed:	\$	11,612,670.00
Total Estimated Programmed:	\$	11,481,050.00
Check:	\$	23,093,720.00
150% of Estimated Measure I plus carryover:	\$	53,034,801.00
Does programing amount exceed 150% limit:		No

RESOLUTION NUMBER:	2018-36
RESOLUTION APPROVAL DATE:	43340
CONTACT PERSON & TITLE:	Alan French, Director of Public Works
CONTACT PHONE:	909-824-6621 X251
CONTACT EMAIL:	afrench@grandterrace-ca.gov

(*) = Carryover funds may not be used on Categorical Projects

[illegible]

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

- | | |
|---|-----------------|
| Total Programmed: | \$ 1,505,809.12 |
| Total Carryover Programmed: | \$ 320,339.00 |
| Total Estimated Programmed: | \$ 1,185,470.12 |
| Check: | \$ 1,505,809.12 |
| 150% of Estimated Measure I plus carryover: | \$ 2,078,137.50 |
| Does programing amount exceed 150% limit: | No |

Fiscal Years 2018/2019 thru 2022/2023

RESOLUTION NUMBER:	R2018-057
RESOLUTION APPROVAL DATE:	9/4/2018
CONTACT PERSON & TITLE:	Jamie Carone, Administrative Analyst
CONTACT PHONE:	(760) 947-1449
CONTACT EMAIL:	jcarone@cityofhesperia.us

[illegible]

		In NMTP Plan?	ATP Component?												
Categorical Projects Total *:		Yes/No	Type												
FY 2018/19 Citywide Preservation and Maintenance				\$ 750,000.00				\$ 750,000.00							\$ 750,000.00
FY 2019/20 Citywide Preservation and Maintenance				\$ 750,000.00				\$ 750,000.00							\$ 750,000.00
FY 2020/21 Citywide Preservation and Maintenance				\$ 750,000.00						\$ 750,000.00					\$ 750,000.00
FY 2021/22 Citywide Preservation and Maintenance				\$ 750,000.00							\$ 750,000.00				\$ 750,000.00
FY 2022/23 Citywide Preservation and Maintenance				\$ 750,000.00								\$ 750,000.00		\$ 750,000.00	\$ 750,000.00
															\$0.00
															\$0.00
															\$0.00
	Categorical Projects Total:			\$ 6,955,518				\$ 750,000.00		\$ 750,000.00		\$ 750,000.00		\$ 750,000.00	\$3,750,000.00
	(%) Categorical Projects (cannot exceed 50%):						28%		27%		26%		26%		25%

Total Programmed:	\$	19,082,806.00
Total Carryover Programmed:	\$	282,570.00
Total Estimated Programmed:	\$	18,800,236.00
Check:	\$	19,082,806.00
150% of Estimated Measure I plus carryover:	\$	23,065,716.00
Does programing amount exceed 150% limit:		No

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SANBAG by the end of the fiscal year along with the resolution.

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MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023

RESOLUTION NUMBER:	2018-046
RESOLUTION APPROVAL DATE:	8/28/2018
CONTACT PERSON & TITLE:	Ernest Wong, Public Works Director/City Engineer
CONTACT PHONE:	909-864-8732, ext.212
CONTACT EMAIL:	ewong@cityofhighland.org

JURISDICTION	HIGHLAND	In NMTP Plan?	ATP Component?	Nexus Project?		Estimated Total Project Cost	FY2018/19 Est. Revenue		FY2019/20 Est. Revenue		FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		Total Available (Carryover plus estimate)
CARRYOVER BALANCE:	\$6,263,000.00						\$ 922,981.00		\$ 935,385.00		\$ 947,963.00		\$ 960,854.00		\$ 973,756.00		\$11,003,939.00
Named Projects:		Yes/No	Type	Public Share	DIF Share		Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total Local Street Measure I Programmed
Street Improvements - Hillview Neighborhood (Cunningham/Hillview/Bruce/Crest)		No				\$ 579,000.00	\$ 579,000.00										\$579,000.00
Pav. Rehab. - 7th St., Elmwood St., Fisher St., Paloma Rd., Walker St. (2016-17 CDBG)		No				\$ 82,000.00	\$ 82,000.00										\$82,000.00
Pavement Rehabilitation - Michael St., Court St., Elm St. (2017-18 CDBG Project)		No				\$ 63,000.00	\$ 63,000.00										\$63,000.00
Pavement Rehabilitation - Sector A PCI>50 (See attachment A for list of locations)		No				\$ 1,209,000.00	\$ 1,209,000.00										\$1,209,000.00
Pavement Maintenance - Sector A (See attachment B for list of locations)		No				\$ 436,000.00	\$ 436,000.00										\$436,000.00
Pavement Rehabilitation - Sector A PCI<50 (See attachment K for list of locations)		No				\$ 163,000.00	\$ 163,000.00										\$163,000.00
Pavement Rehabilitation - Sector B PCI>50 (See attachment C for list of locations)		No				\$ 32,000.00			\$ 32,000.00								\$32,000.00
Pavement Maintenance - Sector B (See attachment D for list of locations)		No				\$ 642,000.00			\$ 642,000.00								\$642,000.00
Pavement Rehabilitation - Sector B PCI<50 (See attachment L for list of locations)		No				\$ 400,000.00			\$ 400,000.00								\$400,000.00
Pavement Rehabilitation - Sector C PCI>50 (See attachment E for list of locations)		No				\$ 95,000.00			\$ 95,000.00								\$95,000.00
Pavement Maintenance - Sector C (See attachment F for list of locations)		No				\$ 677,000.00			\$ 677,000.00								\$677,000.00
Pavement Rehabilitation - Sector C PCI<50 (See attachment M for list of locations)		No				\$ 484,000.00			\$ 484,000.00								\$484,000.00
Pavement Rehabilitation - Sector D PCI>50 (See attachment G for list of locations)		No				\$ 525,000.00					\$ 525,000.00						\$525,000.00
Pavement Maintenance - Sector D (See attachment H for list of locations)		No				\$ 610,000.00	\$ 71,000.00				\$ 251,000.00	\$ 288,000.00					\$610,000.00
Pavement Rehabilitation - Sector D PCI<50 (See attachment N for list of locations)		No				\$ 1,265,000.00						\$ 1,265,000.00					\$1,265,000.00
Pavement Rehabilitation - Sector E PCI>50 (See attachment I for list of locations)		No				\$ 1,000,000.00							\$ 1,000,000.00				\$1,000,000.00
Pavement Maintenance - Sector E (See attachment J for list of locations)		No				\$ 947,000.00	\$ 320,000.00						\$ 627,000.00				\$947,000.00
Pavement Rehabilitation - Sector E PCI<50 (See attachment O for list of locations)		No				\$ 2,336,000.00							\$ 2,336,000.00				\$2,336,000.00
Pavement Rehabilitation - Pacific Street (Victoria Ave. to Palm Ave.)		Yes				\$ 472,200.00										\$ 472,200.00	\$472,200.00
Bikeway Improvements - Pacific Street (Guthrie St. to Church Ave.)		Yes				\$ 37,900.00										\$ 37,900.00	\$37,900.00
Pavement Rehabilitation - Pacific Street (Palm Ave. to Church Ave.)		Yes				\$ 193,200.00										\$ 193,200.00	\$193,200.00
Pavement Rehabilitation - Elwood Rd., McKinley St., Walker St. (2018-19 CDBG Project)		No				\$ 8,000.00	\$ 8,000.00										\$8,000.00
Pavement Rehab. - Highland Ave. (East of SR330 and Van Lueven to Pleasant View)		Yes				\$ 15,000.00	\$ 15,000.00										\$15,000.00
Pavement Rehabilitation - Tippecanoe Ave. (9th Street to Vine St.)		Yes				\$ 111,000.00	\$ 111,000.00										\$111,000.00
Pavement Maintenance - Fire Oak Dr. (Water St. to north end)		No				\$ 9,000.00	\$ 9,000.00										\$9,000.00
Pavement Maintenance - Red Tail Ct. (Fire Oak Dr. to west end)		No				\$ 5,000.00	\$ 5,000.00										\$5,000.00
Pavement Maintenance - Silverfern Pl. (Club View Dr. to north end)		No				\$ 7,000.00	\$ 7,000.00										\$7,000.00
Pavement Maintenance - Somerset Ln. (Parkcrest Ln. to Santa Ana Canyon Rd.)		No				\$ 2,000.00	\$ 2,000.00										\$2,000.00
Pavement Maintenance - Starpine Circle (Water St. to north end)		No				\$ 16,000.00	\$ 16,000.00										\$16,000.00
Pavement Maintenance - Brookwood Ln. (Southwood Ln. to Base Line)		No				\$ 7,000.00	\$ 7,000.00										\$7,000.00
Pavement Maintenance - Kirkwood Pl. (Southwood Ln. to north end)		No				\$ 4,000.00	\$ 4,000.00										\$4,000.00
Pavement Maintenance - River Run Ln. (Club View Dr. to west end)		No				\$ 10,000.00	\$ 10,000.00										\$10,000.00
Pavement Maintenance - River Run Ct. (River Run Ln. north end)		No				\$ 2,000.00	\$ 2,000.00										\$2,000.00
Pavement Maintenance - Mountain Side Ln. (Water St. to River Run Ln.)		No				\$ 3,000.00	\$ 3,000.00										\$3,000.00
Pavement Maintenance - Lake Ridge Ln. (Rock Crest Ln. west end)		No				\$ 8,000.00	\$ 8,000.00										\$8,000.00
Pavement Maintenance - Rock Crest Ln. (Lake Ridge Ln. to River Run Ln.)		No				\$ 6,000.00	\$ 6,000.00										\$6,000.00
Pavement Rehabilitation - Jane St. (Sterling Ave. to east end)		No				\$ 21,000.00	\$ 21,000.00										\$21,000.00
Pavement Rehabilitation -5th St (Del Rosa Dr to Sterling Ave)		Yes				\$ 2,000,000.00									\$ 2,000,000.00		\$2,000,000.00
Pavement Rehabilitation -Tippecanoe Ave (3rd St to Vine St)		Yes				\$ 787,000.00									\$ 787,000.00		\$787,000.00

Project Count: 39	Named Projects Total:						\$ 3,157,000.00	\$ -	\$ 2,330,000.00	\$ -	\$ 776,000.00	\$ 1,553,000.00	\$ -	\$ 3,963,000.00	\$ -	\$ 3,490,300.00	\$15,269,300.00
	Total Carryover + Estimate:						\$3,157,000.00		\$2,330,000.00		\$2,329,000.00		\$3,963,000.00		\$3,490,300.00		\$15,269,300.00
	(%) Named Projects:						342%		249%		246%		412%		358%		

Categorical Projects Total *:		In NMTP Plan?	ATP Component?														
		Yes/No	Type														
Miscellaneous City-Wide Street Repair		No						\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00	\$500,000.00
																	\$0.00
																	\$0.00
																	\$0.00
																	\$0.00
Categorical Projects Total:							\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$500,000.00
(%) Categorical Projects (cannot exceed 50%):								11%		11%		11%		10%		10%	

(*) = Carryover funds may not be used on Categorical Projects.

Total Programmed: \$ 15,769,300.00
Total Carryover Programmed: \$ 6,263,000.00

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

- If Measure I allocated to project is ≥ \$100,000, then list individually in Named Projects section.
- There is a 50% limit on total categorical projects.
- There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
- Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
- Revised Capital Improvement Plans are due to SBCTA by the end of the fiscal year along with a new resolution.

Total Estimated Programmed: \$ 9,506,300.00
Check: \$ 15,769,300.00
150% of Estimated Measure I plus carryover: \$ 16,505,908.50
Does programing amount exceed 150% limit: No

MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
 Fiscal Years 2018/2019 thru 2022/2023

Total Estimated Programmed:	\$	2,086,000.00
Check:	\$	2,086,000.00
150% of Estimated Measure I plus carryover:	\$	3,370,234.50
Does programing amount exceed 150% limit:		No

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SBCTA by the end of the fiscal year along with a new resolution.

(*) = Carryover funds may not be used on Categorical Projects.

MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
 Fiscal Years 2018/2019 thru 2022/2023

Total Estimated Programmed:	\$	526,000.00
Check:	\$	526,000.00
150% of Estimated Measure I plus carryover:	\$	7,979,256.11
Does programing amount exceed 150% limit:		No

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SBCTA by the end of the fiscal year along with a new resolution.

(*) = Carryover funds may not be used on Categorical Projects.

MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023

RESOLUTION NUMBER:	43354
RESOLUTION APPROVAL DATE:	9/11/2018
CONTACT PERSON & TITLE:	Sylvia Miledi, Finance Director
CONTACT PHONE:	760-326-2115 X136
CONTACT EMAIL:	ndlsfin@frontier.com

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AGENCY NAME:	City of Needles		FY2018/2019	FY2019/2020	FY2020/2021	FY2021/2022	FY2022/2023	Total Available (Carryover plus estimate)
CARRYOVER BALANCE:	\$64,416.17	ANNUAL MEASURE I ESTIMATE:	\$131,574.95	\$136,246.25	\$140,139.00	\$144,810.30	\$138,192.63	\$755,379.30

[illegible]

		In NMTP Plan?	ATP Component?														
Categorical Projects Total *:		Yes/No	Type														
Construction Management Plan				\$ 5,000.00				\$ 1,000.00		\$ 1,000.00		\$ 1,000.00		\$ 1,000.00		\$ 1,000.00	\$5,000.00
																	\$0.00
																	\$0.00
																	\$0.00
																	\$0.00
																	\$0.00
																	\$0.00
																	\$0.00
																	\$0.00
Categorical Projects Total:								\$ 1,000.00		\$ 1,000.00		\$ 1,000.00		\$ 1,000.00		\$ 1,000.00	\$5,000.00
(%) Categorical Projects (cannot exceed 50%):								1%		1%		1%		1%		1%	

(*) = Carryover funds may not be used on Categorical Projects.

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SANBAG by the end of the fiscal year along with the resolution.

Total Programmed:	\$	485,000.00
Total Carryover Programmed:	\$	161,589.80
Total Estimated Programmed:	\$	323,410.20
Check:	\$	485,000.00
150% of Estimated Measure I plus carryover:	\$	1,133,068.94
Does programing amount exceed 150% limit:		No

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MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023

RESOLUTION NUMBER:	2018-053
RESOLUTION APPROVAL DATE:	6/18/2018
CONTACT PERSON & TITLE:	Tricia Espinoza, PE Principle Engineer
CONTACT PHONE:	909-395-2188
CONTACT EMAIL:	tespinoza@ontarioca.gov

JURISDICTION	CITY OF ONTARIO	In NMTP Plan?	ATP Component?	Nexus Project?		Estimated Total Project Cost	FY2018/19 Est. Revenue		FY2019/20 Est. Revenue		FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		Total Available (Carryover plus estimate)
CARRYOVER BALANCE:	\$1,631,010.00						\$ 2,992,373.00		\$ 3,032,589.00		\$ 3,073,367.00		\$ 3,115,161.00		\$ 3,156,988.00		\$17,001,488.00
Named Projects:		Yes/No	Type	Public Share	DIF Share		Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total Local Street Measure I Programmed
Archibald Avenue (Inland Empire Boulevard to Fourth Street)		no				\$ 460,000.00	\$ 460,000.00										\$460,000.00
Francis Street (Cucamonga Creek Channel to Baker)		no				\$ 255,000.00		\$ 255,000.00									\$255,000.00
Holt Boulevard (Convention Center Way to Vineyard Avenue)		no				\$ 500,000.00		\$ 500,000.00									\$500,000.00
Jurupa Street (Turner Avenue to Haven Avenue)		no				\$ 590,000.00		\$ 590,000.00									\$590,000.00
Cedar Street (Baker Avenue to Vineyard Avenue)		no				\$ 260,000.00		\$ 260,000.00									\$260,000.00
Philadelphia Street (Mountain Avenue to San Antonio Avenue)		no				\$ 550,000.00		\$ 550,000.00									\$550,000.00
Francis Street (San Antonio Avenue to Mountain Avenue)		no				\$ 550,000.00		\$ 550,000.00									\$550,000.00
San Antonio Avenue (Francis Street to Philadelphia Street)		no				\$ 500,000.00		\$ 500,000.00									\$500,000.00
Turner Avenue (Jurupa Street to South End)		no				\$ 365,000.00		\$ 365,000.00									\$365,000.00
Fourth Street (Vineyard Avenue to Archibald Avenue)		no				\$ 595,000.00		\$ 595,000.00									\$595,000.00
FY 2018/2019 Slurry Seal Program		no				\$ 300,000.00		\$ 300,000.00									\$300,000.00
Burgundy Place (Philadelphia Street to North End)		no				\$ 300,000.00				\$ 300,000.00							\$300,000.00
Mission Boulevard E Bound (Grove Avenue to Baker Street)		no				\$ 475,000.00				\$ 475,000.00							\$475,000.00
Fourth Street (Cucamonga Avenue to El Dorado Avenue)		no				\$ 325,000.00				\$ 325,000.00							\$325,000.00
Fourth Street (Haven Avenue to Ontario Mills Drive)		no				\$ 800,000.00				\$ 800,000.00							\$800,000.00
Philadelphia Street (San Antonio Avenue to Euclid Avenue)		no				\$ 440,000.00				\$ 440,000.00							\$440,000.00
Benson Avenue E. Half (Sixth Street to G Street)		no				\$ 503,000.00				\$ 503,000.00							\$503,000.00
Cucamonga Avenue (Riverside Drive to Chino Avenue)		no				\$ 200,000.00				\$ 200,000.00							\$200,000.00
FY 2019/2020 Slurry Seal Program		no				\$ 300,000.00				\$ 300,000.00							\$300,000.00
Wineville Avenue (Francis Street to Philadelphia Street)		no				\$ 309,000.00						\$ 309,000.00					\$309,000.00
Philadelphia Street (Benson Avenue to Mountain Avenue)		no				\$ 470,000.00						\$ 470,000.00					\$470,000.00
Wineville Avenue (Santa Ana Street to Airport Drive)		no				\$ 448,000.00						\$ 448,000.00					\$448,000.00
Fourth Street (Archibald Avenue to Haven Avenue)		no				\$ 550,000.00						\$ 550,000.00					\$550,000.00
Parco Avenue (SR 60 to Riverside Drive)		no				\$ 367,000.00						\$ 367,000.00					\$367,000.00
Bon View Avenue (SR 60 to Riversdie Drive)		no				\$ 366,000.00						\$ 366,000.00					\$366,000.00
Walnut Street (Grove Avenue to Parco Avenue)		no				\$ 300,000.00						\$ 300,000.00					\$300,000.00
FY 2020/2021 Slurry Seal Program		no				\$ 300,000.00						\$ 300,000.00					\$300,000.00
Etiwanda Avenue (Jurupa Street to Santa Ana Street)		no				\$ 400,000.00								\$ 400,000.00			\$400,000.00
Vineyard Avenue (I-10 to Holt Boulevard)		no				\$ 395,000.00								\$ 395,000.00			\$395,000.00
Vintage Avenue (Jurupa Street to Philadelphia Street)		no				\$ 610,000.00								\$ 610,000.00			\$610,000.00
Santa Ana Street (Etiwanda Avenue to Wineville Avenue)		no				\$ 719,000.00								\$ 719,000.00			\$719,000.00
Dupont Avenue (Jurupa Street to Francis Street)		no				\$ 280,000.00								\$ 280,000.00			\$280,000.00
Haven Avenue (Airport Drive to Jurupa Street)		no				\$ 600,000.00								\$ 600,000.00			\$600,000.00
Ontario Avenue (Riverside Drive to South end)		no				\$ 250,000.00								\$ 250,000.00			\$250,000.00
FY 2021/2022 Slurry Seal Program		no				\$ 300,000.00								\$ 300,000.00			\$300,000.00
Creekside Drive (Deer Creek Loop to Lytle Creek Loop)		no				\$ 170,000.00										\$ 170,000.00	\$170,000.00
Mill Creek (Lyle Creek to Riverside Drive)		no				\$ 150,000.00										\$ 150,000.00	\$150,000.00
Lytle Creek Loop (Creekside Drive)		no				\$ 650,000.00										\$ 650,000.00	\$650,000.00
Vineyard Avenue (Mission Boulevard to Philadelphia Street)		no				\$ 872,000.00										\$ 872,000.00	\$872,000.00
Deer Creek Loop (Creekside Drive)		no				\$ 685,000.00										\$ 685,000.00	\$685,000.00
Francis Street (Etiwanda Avenue to Wineville Avenue)		no				\$ 577,000.00										\$ 577,000.00	\$577,000.00
FY 2022/2023 Slurry Seal Program		no				\$ 300,000.00										\$ 300,000.00	\$300,000.00
Project Count: 42							\$ 460,000.00	\$ 4,465,000.00	\$ -	\$ 3,343,000.00	\$ -	\$ 3,110,000.00	\$ -	\$ 3,554,000.00	\$ -	\$ 3,404,000.00	\$18,336,000.00
Named Projects Total:																	
Total Carryover + Estimate:							\$4,925,000.00		\$3,343,000.00		\$3,110,000.00		\$3,554,000.00		\$3,404,000.00		\$18,336,000.00
(%) Named Projects:							165%		110%		101%		114%		108%		
		In NMTP Plan?	ATP Component?														
Categorical Projects Total *:		Yes/No	Type														
																	\$0.00
																	\$0.00
Categorical Projects Total:								\$ -		\$ -		\$ -		\$ -		\$ -	\$0.00
(%) Categorical Projects (cannot exceed 50%):								0%		0%		0%		0%		0%	

(*) = Carryover funds may not be used on Categorical Projects.

Total Programmed: \$ 18,336,000.00
Total Carryover Programmed: \$ 460,000.00

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is ≥ \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SBCTA by the end of the fiscal year along with a new resolution.

Total Estimated Programmed: \$ 17,876,000.00
Check: \$ 18,336,000.00
150% of Estimated Measure I plus carryover: \$ 25,502,232.00
Does programing amount exceed 150% limit: No

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MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023

RESOLUTION NUMBER:	18-096
RESOLUTION APPROVAL DATE:	9/5/2018
CONTACT PERSON & TITLE:	Gianfranco Laurie, Senior Civil Engineer
CONTACT PHONE:	(909) 774-4037
CONTACT EMAIL:	Gianfranco.Laurie@cityofrc.us

JURISDICTION	Rancho Cucamonga	In NMTP Plan?	ATP Component?	Nexus Project?		Estimated Total Project Cost	FY2018/19 Est. Revenue		FY2019/20 Est. Revenue		FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		Total Available (Carryover plus estimate)
CARRYOVER BALANCE:	\$3,726,054.65						\$ 2,976,414.00		\$ 3,016,416.00		\$ 3,056,976.00		\$ 3,098,546.00		\$ 3,140,151.00		\$19,014,557.65
Named Projects:		Yes/No	Type	Public Share	DIF Share		Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total Local Street Measure I Programmed
4th St from Haven to Milliken - Pavement Rehabilitation		Yes				\$ 500,000.00			\$ 500,000.00							\$500,000.00	
4th St from Hellman to Archibald - Pavement Rehabilitation		Yes				\$ 225,000.00							\$ 225,000.00			\$225,000.00	
6th St from Hellman to Archibald - Pavement Rehabilitation		Yes				\$ 500,000.00							\$ 500,000.00			\$500,000.00	
Baker Ave from Foothill to 8th - Pavement Rehabilitation		Yes				\$ 685,000.00									\$ 685,000.00	\$685,000.00	
Banyan St from Channel to Haven - Pavement Rehabilitation		Yes				\$ 600,000.00									\$ 600,000.00	\$600,000.00	
Banyan St from Haven to Rochester - Pavement Rehabilitation		Yes				\$ 550,000.00			\$ 550,000.00							\$550,000.00	
Banyan St from Rochester to Etiwanda - Pavement Rehabilitation		Yes				\$ 450,000.00			\$ 450,000.00							\$450,000.00	
Carnelian St from Base Line to Rte 210 - Pavement Rehabilitation		Yes				\$ 900,000.00							\$ 900,000.00			\$900,000.00	
Carnelian St/Vineyard Ave from Foothill to Base Line - Pavement Rehabilitation		Yes				\$ 1,000,000.00					\$ 1,000,000.00					\$1,000,000.00	
Cucamonga Storm Drain from east of Hellman to Amethyst to 19th St - SD and Rehabilitation		Yes				\$ 4,900,000.00	\$ 315,000.00									\$315,000.00	
Etiwanda Ave from Foothill to Base Line - Pavement Rehabilitation		Yes				\$ 500,000.00			\$ 500,000.00							\$500,000.00	
Etiwanda Ave from Highland to Base Line - Pavement Rehabilitation		Yes				\$ 800,000.00								\$ 800,000.00		\$800,000.00	
Etiwanda Ave from Rte 210 to Wilson - Pavement Rehabilitation		Yes				\$ 600,000.00					\$ 600,000.00					\$600,000.00	
Foothill Blvd from Haven to Milliken - Pavement Rehabilitation		Yes				\$ 900,000.00	\$ 850,000.00									\$850,000.00	
Foothill Blvd from I-15 Freeway to East - Pavement Rehabilitation		Yes				\$ 825,000.00			\$ 825,000.00							\$825,000.00	
Foothill Blvd from Milliken to I-15 Freeway - Pavement Rehabilitation		Yes				\$ 1,400,000.00	\$ 60,000.00									\$60,000.00	
Haven Ave from Base Line to Rte 210 - Pavement Rehabilitation		Yes				\$ 850,000.00			\$ 850,000.00							\$850,000.00	
Haven Ave from Church to Base Line - Pavement Rehabilitation		Yes				\$ 500,000.00	\$ 500,000.00									\$500,000.00	
Haven Ave from Rte 210 - Wilson - Pavement Rehabilitation		Yes				\$ 900,000.00					\$ 900,000.00					\$900,000.00	
Hermosa Ave from Arrow to Foothill - Pavement Rehabilitation		Yes				\$ 285,000.00	\$ 250,000.00									\$250,000.00	
Highland Ave from Beryl to Archibald - Pavement Rehabilitation		Yes				\$ 500,000.00							\$ 500,000.00			\$500,000.00	
Lemon Ave from London to Haven - Pavement Rehabilitation		Yes				\$ 440,000.00									\$ 430,000.00	\$430,000.00	
Local Overlay at Various Locations (Attached List of Streets)- Pavement Rehabilitation		Yes				\$ 2,200,000.00	\$ 1,200,000.00									\$1,200,000.00	
Milliken Ave from Rte 210 to Banyan - Pavement Rehabilitation		Yes				\$ 497,000.00							\$ 497,000.00			\$497,000.00	
Rochester Ave from 6th to Arrow - Pavement Rehabilitation		Yes				\$ 611,000.00							\$ 611,000.00			\$611,000.00	
Rochester Ave from Banyan to Highland - Pavement Rehabilitation		Yes				\$ 400,000.00									\$ 400,000.00	\$400,000.00	
Rochester Ave from Base Line to Banyan - Pavement Rehabilitation		Yes				\$ 1,000,000.00							\$ 150,000.00			\$150,000.00	
																\$0.00	
																\$0.00	
Project Count: 27		Named Projects Total:					\$ -	\$ 3,175,000.00	\$ -	\$ 3,675,000.00	\$ -	\$ 2,500,000.00	\$ -	\$ 3,383,000.00	\$ -	\$ 2,915,000.00	\$15,648,000.00
		Total Carryover + Estimate:					\$3,175,000.00		\$3,675,000.00		\$2,500,000.00		\$3,383,000.00		\$2,915,000.00		\$15,648,000.00
		(%) Named Projects:					107%		122%		82%		109%		93%		
		In NMTP Plan?	ATP Component?														
Categorical Projects Total *:		Yes/No	Type														
ADA Corrective Measures - City Wide		No				\$ 500,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00	\$500,000.00
Concrete Contract Services - Maintenance City Wide		No				\$ 500,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00	\$500,000.00
Pavement Management - Evaluate Pavement Condition City Wide		No				\$ 225,000.00		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		\$ 125,000.00		\$ 25,000.00	\$225,000.00
Signal Contract Services - Maintenance City Wide		No				\$ 3,850,000.00		\$ 770,000.00		\$ 770,000.00		\$ 770,000.00		\$ 770,000.00		\$ 770,000.00	\$3,850,000.00
Striping Contract Services - Maintenance City Wide		No				\$ 750,000.00		\$ 150,000.00		\$ 150,000.00		\$ 150,000.00		\$ 150,000.00		\$ 150,000.00	\$750,000.00
																	\$0.00
																	\$0.00
																	\$0.00
Categorical Projects Total:								\$ 1,145,000.00		\$ 1,145,000.00		\$ 1,145,000.00		\$ 1,245,000.00		\$ 1,145,000.00	\$5,825,000.00
(%) Categorical Projects (cannot exceed 50%):								38%		38%		37%		40%		36%	

(*) = Carryover funds may not be used on Categorical Projects.

Total Programmed: \$ 21,473,000.00
Total Carryover Programmed: \$ -

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is ≥ \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SBCTA by the end of the fiscal year along with a new resolution.

Total Estimated Programmed: \$ 21,473,000.00
Check: \$ 21,473,000.00
150% of Estimated Measure I plus carryover: \$ 28,521,836.48
Does programming amount exceed 150% limit: No

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MEASURE I LOCAL PASS-THROUGH FUNDS FIVE YEAR CAPITAL IMPROVEMENT PLAN

RESOLUTION NUMBER:	7884
RESOLUTION APPROVAL DATE:	7/17/2018
CONTACT PERSON & TITLE:	Ross Wittman, Senior Project Manager
CONTACT PHONE:	909.798.7698
CONTACT EMAIL:	rwittman@cityofredlands.org

[illegible]

(*) = Carryover funds may not be used on Categorical Projects.

Total Programmed:	\$	7,063,356.00
Total Carryover Programmed:	\$	901,502.00

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SANBAG by the end of the fiscal year along with a new resolution.

Total Estimated Programmed:	\$	6,161,854.00
Check:	\$	7,063,356.00
150% of Estimated Measure I plus carryover:	\$	-
Does programing amount exceed 150% limit:	Yes	

Please do not change, alter or modify this template. Use plus signs along left side of worksheet to add rows rather than manually inserting rows to ensure that formulas carry through.

MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023

RESOLUTION NUMBER:	
RESOLUTION APPROVAL DATE:	
CONTACT PERSON & TITLE:	Robert G. Eisenbeisz, P.E., Director of Public Works/City Engineer
CONTACT PHONE:	Katie Nickel 909-820-2507
CONTACT EMAIL:	knickel@rialtoqa.gov

JURISDICTION	Rialto	In NMTP Plan?	ATP Component?	Nexus Project?		Estimated Total Project Cost	FY2018/19 Est. Revenue		FY2019/20 Est. Revenue		FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		Total Available (Carryover plus estimate)
CARRYOVER BALANCE:	\$4,874,662.63						\$	1,925,000.00	\$	1,892,641.00	\$	1,917,216.00	\$	1,942,403.00	\$	1,967,612.00	\$14,519,534.63
Named Projects:		Yes/No	Type	Public Share	DIF Share		Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total Local Street Measure I Programmed
STREET IMPROVEMENTS:																	\$0.00
SR2S-CYCLE 10 Cedar Improvements						\$877,900.00	\$67,241.34										\$67,241.34
Widening - Valley, Cactus, Linden						\$2,200,000.00	\$1,411,788.71										\$1,411,788.71
Randall Widening				60.0%	40.0%	\$3,300,000.00	\$92,977.16										\$92,977.16
SBCO North Bloomington ADA Ramps (03-28-2017)						\$103,103.00	\$103,103.00										\$103,103.00
HSIP Class II Bike Lane. Merrill & South Riverside						\$218,000.00	\$13,981.08										\$13,981.08
SBCO North Bloomington Chip Seal (03-28-2017)						\$138,203.00	\$138,203.00										\$138,203.00
Fontana Shared Trffic Signal at Trail/Maple						\$120,000.00	\$120,000.00										\$120,000.00
Riverside Widening - SO UPRR Bridge/City Limit						\$27,000,000.00	\$ 600,000.00		\$ 600,000.00		\$ 600,000.00		\$ 600,000.00		\$ 600,000.00		\$3,000,000.00
(HSIP7) Baseline Street Improvements (Medians)						\$1,174,800.00	\$108,414.71										\$108,414.71
Active Transportation Plan (SB1 Systainable Grant) (01-09-2018)						\$225,912.00	\$26,000.00										\$26,000.00
Climate Adaptation Plan (Planning Match)						\$745,500.00	\$91,000.00										\$91,000.00
Traffic Signal Coordination Upgrade						\$200,000.00	\$164,136.05										\$164,136.05
Traffic Signal Traffic Control Upgrades						\$100,000.00	\$100,000.00										\$100,000.00
Pavement Management System Update						\$100,000.00	\$96,306.02										\$96,306.02
Systemic Safety Analysis Report (SSARP Grant)						\$60,000.00	\$5,650.00										\$5,650.00
STREET MAINTENANCE:																	\$0.00
Street Overlay: Cactus - Rialto to Merrill						\$ 604,810.00	\$100,000.00										\$100,000.00
Street Overlay: Cactus - Bloomington to San Bernardino						\$ 300,000.00	\$100,000.00										\$100,000.00
Street Overlay: Randall - Maple to Cactus						\$ 1,624,078.00	\$50,000.00										\$50,000.00
Street Overlay: Randall - Bloomington to Riverside						\$ 800,000.00	\$50,000.00										\$50,000.00
Street Overlay: San Bernardino						\$ 1,141,800.00	\$100,000.00										\$100,000.00
Street Overlay: Bloomington - Lilac to Merrill						\$ 680,641.00	\$200,000.00										\$200,000.00
Street Overlay: Easton - Lilac to Willow						\$ 150,000.00	\$100,000.00										\$100,000.00
Street Overlay: Riverside - Linden/1630' East of Sierra Ave.						\$ 150,000.00	\$100,000.00										\$100,000.00
Street Overlay: Ralto - Riverside to Sycamore						\$ 140,532.00	\$30,000.00										\$30,000.00
Street Overlay: Valley - Spruce to East City Limits						\$ 913,325.00	\$200,000.00										\$200,000.00
Street Overlay: Merrill - Maple to Willow						\$ 1,722,631.00	\$270,000.00										\$270,000.00
Street Overlay: Merrill - Linden to Cedar						\$ 171,450.00	\$50,000.00										\$50,000.00
Street Overlay: Merrill - Willow to Riverside						\$ 174,150.00	\$50,000.00										\$50,000.00
Street Overlay: Linden - Foothill to Rialto						\$ 441,504.00	\$100,000.00										\$100,000.00
Street Overlay: Linden - Riverside to Casmalia						\$ 509,024.00			\$100,000.00								\$100,000.00
Street Overlay: Locust - Riverside to Casmalia						\$ 804,845.00			\$100,000.00								\$100,000.00
Street Overlay: Lilac - Tahoe to Walnut						\$ 463,680.00			\$100,000.00								\$100,000.00
Street Overlay: Pepper - Baseline to Etiwanda, Foothill to 2nd Street						\$ 591,975.00			\$100,000.00								\$100,000.00
Street Overlay: Summit - Maple to Apple						\$ 312,922.00			\$100,000.00								\$100,000.00
Street Overlay: Willow - Walnut to Chaparral						\$ 242,611.00			\$100,000.00								\$100,000.00
Street Overlay: Santa Ana - Lilac to East City Limit						\$ 1,302,240.00			\$230,000.00								\$230,000.00
Street Overlay: Slover - Riverside to Sycamore						\$ 137,069.00			\$50,000.00								\$50,000.00
Street Overlay: Willow - South End to Valley						\$ 43,632.00			\$20,000.00								\$20,000.00
Street Overlay: Larch - Foothill to 2nd						\$ 119,664.00			\$50,000.00								\$50,000.00
Street Overlay: Bohnert - Ayala to Spruce						\$ 118,863.00			\$50,000.00								\$50,000.00
Street Overlay: - Cedar to Ayala						\$ 282,360.00						\$ 100,000.00					\$100,000.00
Street Overlay - Riverside - Resource to Kline Ranch						\$ 1,284,329.00						\$ 300,000.00					\$300,000.00
Project Count: 44						\$ 51,791,553.00	\$ 4,638,801.07	\$ -	\$ -	\$ 1,600,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ 600,000.00	\$ -	\$ 600,000.00	\$8,438,801.07
Total Carryover + Estimate:							\$4,638,801.07		\$1,600,000.00		\$1,000,000.00		\$600,000.00		\$600,000.00		\$8,438,801.07
(%) Named Projects:							241%		85%		52%		31%		30%		

Categorical Projects Total *:	In NMTP Plan?	ATP Component?															
	Yes/No	Type															
Citywide Minor Street Improvements & Other Misc Costs (Grant)					\$ 500,000.00		\$ 150,000.00		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00		\$350,000.00
Slurry Seal (Current Year Project No. 170805, 180805 & 190805)					\$ 10,000,000.00		\$ 300,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$700,000.00
Citywide Crack Seal Program 1908					\$ 2,000,000.00		\$ 500,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$900,000.00
Categorical Projects Total:							\$ 950,000.00		\$ 250,000.00		\$ 250,000.00		\$ 250,000.00		\$ 250,000.00		\$1,950,000.00
(%) Categorical Projects (cannot exceed 50%):							49%		13%		13%		13%		13%		

(*) = Carryover funds may not be used on Categorical Projects.

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is ≥ \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SBCTA by the end of the fiscal year along with a new resolution.

Total Programmed:	\$	10,388,801.07
Total Carryover Programmed:	\$	4,638,801.07
Total Estimated Programmed:	\$	5,750,000.00
Check:	\$	10,388,801.07
150% of Estimated Measure I plus carryover:	\$	21,779,301.95
Does programing amount exceed 150% limit:		No

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MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023

RESOLUTION NUMBER:	2018-235
RESOLUTION APPROVAL DATE:	8/15/2018
CONTACT PERSON & TITLE:	Alex Qishta, P.E. Deputy DPW / City Engineer
CONTACT PHONE:	909-384-5019
CONTACT EMAIL:	Qishta_al@sbcity.org

JURISDICTION	CITY OF SAN BERNARDINO	In NMTP Plan?	ATP Component?	Nexus Project?		Estimated Total Project Cost	FY2018/19 Est. Revenue		FY2019/20 Est. Revenue		FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		Total Available (Carryover plus estimate)	
CARRYOVER BALANCE:	\$11,881,047.00						\$ 3,726,502.00		\$ 3,776,585.00		\$ 3,827,366.00		\$ 3,879,413.00		\$ 3,931,503.00		\$31,022,416.00	
Named Projects:		Yes/No	Type	Public Share	DIF Share		Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate
University Parkway & I-215 Freeway Interchange Improvements (SS04-019)						\$ 1,028,000.00	\$ 109,000.00			\$ 300,000.00		\$ 424,000.00		\$ 304,000.00				\$1,137,000.00
Broadmoor Boulevard Pavement Rehabilitation (SS-019-XX)						\$ 500,000.00				\$ 500,000.00								\$500,000.00
ATP Cycle 2 - Safe Route to Schools Project at 3 Locations (SS-17-001) 48th Street between Western Avenue and Magnolia Avenue, Magnolia Avenue between 48th Street and Reservoir Drive, Randall Avenue between Pepper Avenue and Meridian Avenue, Meridian Avenue between Randall Avenue and Los Robles Street, Pepper Avenue between Randall Avenue and Los Robles Street and Perris Hill Park Road between Gilbert Street and Pacific Street			Yes			\$ 2,010,000.00	\$ 185,000.00			\$ 285,000.00		\$ 1,725,000.00						\$2,195,000.00
Pavement Rehabilitation at Sterling Ave btw Highland Ave and Date Place, California St btw Highland Ave. and Porter St, Tippecanoe Ave between Vine St and 9th St, Irvington Ave btw Chestnut Ave to Palm Ave, Highland Ave btw SR 259 and H St, Highland Ave between "H" Stand "G" St, Magnolia Dr. btw 48th St to Reservoir St, Park Dr. between Morgan Rd to Loyola Dr., Highland Ave btw Sterling Ave to Guthrie Ave, Windsor Dr. between Park Dr. to Morgan Rd (SS18-001)																		
Mountain Avenue and 40th Street Improvements (SS18-004)						\$ -	\$ 2,100,000.00											\$2,100,000.00
Sterling Ave Rehabilitation from Pacific Street to Highland Avenue & Conejo and 39th Street SD Replacement (Co-op Project - County Lead) (SS19-XX)						\$ -	\$ 800,000.00											\$800,000.00
SD Replacement (Co-op Project - County Lead) (SS19-XX)						\$ -	\$ 700,000.00											\$700,000.00
Co-op with City of Highland for Sixth Street from Fairfax Lane to Del Rosa Avenue, Elmwood Road from South end to Union Street – Slurry Seal, Ninth St. from 600' east of Tippecanoe Ave. to 1,140' east of Tippecanoe Av. – Mill & Overlay, Sterling Avenue from 6th Street to 352' north of 7th Street – Mill & Overlay, Sixth St. from Sterling Ave. to 1,814' east of Sterling Ave – Mill & Overlay, Sixth Street from Roberts Street to Victoria Avenue – Mill & Overlay, Jane Street from Rogers Lane to easterly terminus – Mill & Overlay, 17th Street from Valaria Drive to Lynwood Way – Remove & Replace, Rockford Avenue from Western Avenue to northerly terminus – Slurry Seal, Mansfield St. from 200' west of Central Ave. to Central Ave. – Slurry Seal, Central Ave. from 75' south of Fisher St. north of Mansfield St. –Slurry Seal, Orange Street from Clifton Avenue to Pacific Street – Slurry Seal, Pacific Street from Buckeye Street to Boulder Avenue – Remove & Replace, Atlantic Ave. from Palm Ave. to City Limits east of Seine Ave. – 2" AC Cap, Pacific Street Pavement Rehabilitation from Victoria Avenue to Palm Avenue, Pacific Street Pavement Rehabilitation from Palm Avenue to Church Avenue, Pacific Street Bikeway Improvements from Guthrie Street to Church Avenue, Tippecanoe Avenue Improvements from 9th Street to Vine Street, 3rd Street near Palm Avenue (SS19-00)																		
						\$ 1,416,397.00	\$ 815,000.00			\$ 728,011.00		\$ 688,386.00						\$2,231,397.00
Project Count: 7		Named Projects Total:					\$ 4,709,000.00	\$ -	\$ 1,813,011.00	\$ -	\$ 2,837,386.00	\$ -	\$ 304,000.00	\$ -	\$ -	\$ -	\$ -	\$9,663,397.00
		Total Carryover + Estimate:					\$4,709,000.00		\$1,813,011.00		\$2,837,386.00		\$304,000.00		\$0.00			\$9,663,397.00
		(%) Named Projects:					126%		48%		74%		8%		0%			
		In NMTP Plan?	ATP Component?															
Categorical Projects Total *:		Yes/No	Type															
Citywide Street Rehabilitation						\$8,000,000.00				\$ 2,000,000.00		\$ 2,000,000.00		\$ 2,000,000.00		\$ 2,000,000.00		\$8,000,000.00
Citywide Pavement Rehabilitation (Slurry / Crack Seal)						\$5,000,000.00		\$ 1,000,000.00		\$ 1,000,000.00		\$ 1,000,000.00		\$ 1,000,000.00		\$ 1,000,000.00		\$5,000,000.00
																		\$0.00
																		\$0.00
Categorical Projects Total:								\$ 1,000,000.00		\$ 3,000,000.00		\$ 3,000,000.00		\$ 3,000,000.00		\$ 3,000,000.00		\$13,000,000.00
(%) Categorical Projects (cannot exceed 50%):								27%		79%		78%		77%		76%		

(*) = Carryover funds may not be used on Categorical Projects.

Total Programmed: \$ 22,663,397.00
Total Carryover Programmed: \$ 9,663,397.00

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is ≥ \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SBCTA by the end of the fiscal year along with a new resolution.

Total Estimated Programmed: \$ 13,000,000.00
Check: \$ 22,663,397.00
150% of Estimated Measure I plus carryover: \$ 46,533,624.00
Does programing amount exceed 150% limit: No

(*) = Carryover funds may not be used on Categorical Projects.

Total Estimated Programmed:	\$	2,793,337.69
Check:	\$	3,240,865.68
150% of Estimated Measure I plus carryover:	\$	4,077,052.35
Does programing amount exceed 150% limit:		No

Categorical Projects Total *:		Yes/No	Type													
Pavement Management Priorities: Overlay with internal staff		N	N						\$ 215,166.76		\$ 209,762.76		\$ 161,234.24		\$ 199,975.32	\$786,139.08
																\$0.00
																\$0.00
																\$0.00
																\$0.00
																\$0.00
																\$0.00
																\$0.00
Categorical Projects Total:								\$ -	\$ 215,166.76		\$ 209,762.76		\$ 161,234.24		\$ 199,975.32	\$786,139.08
(%) Categorical Projects (cannot exceed 50%):								0%	48%		46%		35%		43%	

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SBCTA by the end of the fiscal year along with a new resolution.

Total Estimated Programmed:	\$ 2,793,337.69
Check:	\$ 3,240,865.68
ated Measure I plus carryover:	\$ 4,077,052.35
ng amount exceed 150% limit:	No

MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
 Fiscal Years 2018/2019 thru 2022/2023

Total Estimated Programmed:	\$	7,257,000.00
Check:	\$	9,522,800.00
150% of Estimated Measure I plus carryover:	\$	15,766,259.48
Does programing amount exceed 150% limit:		No

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SBCTA by the end of the fiscal year along with a new resolution.

(*) = Carryover funds may not be used on Categorical Projects.

MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023

RESOLUTION NUMBER:	18-
RESOLUTION APPROVAL DATE:	9/18/2018
CONTACT PERSON & TITLE:	Brian Gengler, City Engineer
CONTACT PHONE:	760-955-5156
CONTACT EMAIL:	bgengler@victorvilleca.gov

JURISDICTION	Victorville	In NMTP Plan?	ATP Component?	Nexus Project?		Estimated Total Project Cost	FY2018/19 Est. Revenue		FY2019/20 Est. Revenue		FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		Total Available (Carryover plus estimate)
CARRYOVER BALANCE:	\$4,368,246						\$ 4,885,282		\$ 4,955,903		\$ 5,032,193		\$ 5,148,563		\$ 5,266,733		\$ 29,656,920
Named Projects:		Yes/No	Type	Public Share	DIF Share		Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total Local Street Measure I Programmed
Air Expressway - Village Dr to National Trails Hwy, Striping		No	No			\$29,600	\$ 29,600										\$ 29,600
Amargosa Rd, Seneca to Village Dr. Pavement Rehabilitation		No	No			\$188,000										\$ 188,000	\$ 188,000
Arrowhead Dr, Green Tree Blvd to Nisqualli Rd, Pavement Rehab. & install bike lanes		Yes	Yes			\$1,956,000		\$ 303,000									\$ 303,000
Balsam Rd at Lone Eagle St and Little Beaver St, Storm Drain Repairs		No	No			\$23,300	\$ 23,300										\$ 23,300
Bear Valley Rd - Bridge Widening at BNSF Railroad, Design & Construction match		No	No			\$7,690,000		\$ 445,000		\$ 445,000							\$ 890,000
Bear Valley Rd - Amethyst Rd to US-395, Pavement Rehabilitation		No	No			\$5,223,000						\$ 2,945,000					\$ 2,945,000
Bear Valley Rd - Industrial Blvd to Second Ave, Pavement Rehabilitation		No	No			\$1,193,000							\$ 1,193,000				\$ 1,193,000
El Evado Rd - Hopland Rd to La Mesa Rd, Pavement Rehab., Shoulders & Bike Lanes		Yes	No			\$1,368,000										\$ 300,000	\$ 300,000
El Evado Rd - Hook Blvd to Mojave Dr, add curb, gutter and sidewalk		No	No			\$223,164	\$ 223,164										\$ 223,164
Green Tree Blvd, Hesperia Rd to Ridgecrest Rd / Yates Rd - design and right of way		Yes	No	51.0%	49.0%	\$5,188,000		\$ 10,000									\$ 10,000
Green Tree Blvd - seventh St to Hesperia Rd, bike lanes for Mojave Riverwalk		Yes	Yes			\$79,000		\$ 79,000									\$ 79,000
Hesperia Rd - Green Tree Blvd to Forrest Ave, bike lanes for Mojave Riverwalk		Yes	Yes			\$95,000		\$ 95,000									\$ 95,000
Hopland Rd - El Evado Rd to Llanada Rd, Pavement Rehab. & install bike lanes		Yes	No			\$200,000										\$ 30,000	\$ 30,000
Industrial Blvd - Bear Valley Rd to Silica Rd, Pavement Rehabilitation		No	No			\$631,000				\$ 631,000							\$ 631,000
La Mesa Rd - El Rio Rd to Cantina Dr, Pavement Rehabilitation & install bike lanes		Yes	No			\$76,742		\$ 76,742									\$ 76,742
La Mesa Rd - Cantina Rd to Mesa View, New road, Install traffic signal at US-395		No	No			\$2,231,000		\$ 838,898									\$ 838,898
La Paz Dr - I-15 Ramps to 7th St, Pavement Rehabilitation		No	No			\$929,000							\$ 929,000				\$ 929,000
Llanada Ave - Hopland Rd to Village Dr, Pavement Rehabilitation & install bike lanes		Yes	No			\$70,000										\$ 10,000	\$ 10,000
Luna Rd - Amethyst Rd to Mesa Linda Ave, Pavement Rehabilitation		No	No			\$1,210,000										\$ 1,210,000	\$ 1,210,000
Mariposa Rd - Palmdale Rd to 970 ft. S. of Talpa St, Pavement Rehabilitation		No	No			\$553,000										\$ 553,000	\$ 553,000
Mojave Dr - Village Dr to US-395 Pavement Rehabilitation & install bike lanes		Yes	No			\$3,810,000				\$ 1,532,000							\$ 1,532,000
Mojave Dr - 7th St to Village Dr, Pavement Rehabilitation & install bike lanes		Yes	No			\$165,000				\$ 165,000							\$ 165,000
National Trails Hwy - Bridge over Mojave River, Analysis & Guard Rail		No	No			\$ 25,000		\$ 25,000									\$ 25,000
Nisqualli Road - El Rio Rd to Balsam Rd, Striping		No	No			\$ 34,600.00	\$ 34,600										\$ 34,600
Nisqualli / I-15 Interchange - Environmental Monitoring and Reporting		No	No			\$30,000		\$ 30,000									\$ 30,000
Ridgecrest Rd - Bear Valley Rd to Pahute Rd, Pavement Rehabilitation		No	No			\$647,000										\$ 647,000	\$ 647,000
Roy Rogers Dr - Amargosa Rd to I-15 Ramps, Pavement Rehabilitation		No	No			\$1,098,000							\$ 1,098,000				\$ 1,098,000
Seneca Rd - Civic Dr to El Evado Rd, Pavement Rehabilitation		No	No			\$1,065,000							\$ 1,065,000				\$ 1,065,000
Seventh Ave - Nisqualli Rd to Bear Valley Rd, Pavement Rehab. & install bike lanes		Yes	Yes			\$1,852,000		\$ 287,000									\$ 287,000
Seventh St - Archway, South of D St., Replace Lighting		No	No			\$211,351		\$ 211,351									\$ 211,351
Seventh St - Green Tree Blvd to Forrest Ave, bike lanes for Mojave Riverwalk		Yes	Yes			\$95,000		\$ 95,000									\$ 95,000
Seventh St - Green Tree Blvd to Lorene Dr, Median Landscape Improvements		No	No			\$625,000		\$ 625,000									\$ 625,000
Silica Rd - Bear Valley Rd to Industrial Blvd, Pavement Rehabilitation		No	No			\$583,000				\$ 583,000							\$ 583,000
Third Ave - Nisqualli Rd to Green Tree Blvd, Pavement Rehabilitation		No	No			\$455,000		\$ 455,000									\$ 455,000
Village Drive - Mojave Drive to Air Expressway, Pavement Rehab. & install bike lanes		Yes	No			\$4,838,823	\$ 4,057,582										\$ 4,057,582
US-395, north of Dos Palmas Rd, Erosion Control		No	No			\$75,000		\$ 75,000									\$ 75,000
Amethyst Rd, Coyote Ct to Creosote St, Speed Feedback Signs - SRTS		Yes	Yes			\$98,000		\$ 42,000									\$ 42,000
La Mesa Rd, Sundown to El Rio Rd, Sidewalk & Speed Feedback Signs - SRTS		Yes	Yes			\$32,000		\$ 14,000									\$ 14,000
La Mesa Rd, Pueblo Ln to El Dorado Wy, Traffic Signal, Speed Feedback Signs - SRTS		Yes	Yes			\$451,000		\$ 192,000									\$ 192,000
Luna Rd, Mesa Linda Ave to Vacaro , Traffic Signal, Bulbouts, flashing beacons - SRTS		Yes	Yes			\$625,000		\$ 266,000									\$ 266,000
Mojave Dr, Jeraldo Dr to El Evado Rd, Speed Feedback Signs - SRTS		Yes	Yes			\$78,000		\$ 33,000									\$ 33,000
Puesta Del Sol Dr, Village Dr to Green Hill Dr, Sidewalk & curb ramps - SRTS		Yes	Yes			\$455,000		\$ 193,000									\$ 193,000
Red Rock Rd at Lucero St, Bulbouts, Crosswalks, Flashing Beacons - SRTS		Yes	Yes			\$201,000		\$ 85,000									\$ 85,000
Seventh Ave, Minnetonka St to Silica Rd, Sidewalk and Curb Ramps - SRTS		Yes	Yes			\$770,000		\$ 327,000									\$ 327,000
Burwood Ave, Minnetonka St to 7th Ave, Slurry Seal, Square Mile Project		No	No			\$ 15,000		\$ 9,000									\$ 9,000
Cypress Ave, Nisqualli Rd to Bear Valley Rd, Slurry Seal, Square Mile Project		No	No			\$ 100,000		\$ 58,000									\$ 58,000
Eleventh Ave, Nisqualli Rd to Bear Valley Rd, Pavement Rehabilitation, Square Mile Project		No	No			\$ 95,000		\$ 55,000									\$ 55,000
Geronimo Ave, Balsam Rd to Cypress Ave, Slurry Seal, Square Mile Project		No	No			\$ 31,000		\$ 18,000									\$ 18,000
Hickory Ave, Nisqualli Rd to Lindero St, Slurry Seal, Square Mile Project		No	No			\$ 78,000		\$ 45,000									\$ 45,000
Huerta St, Balsam Rd to Geronimo & 7th Ave to 9th Ave, Slurry Seal, Square Mile Project		No	No			\$ 28,000		\$ 16,000									\$ 16,000
Jasmine St, Balsam Rd to 7th Ave, Slurry Seal, Square Mile Project		No	No			\$ 85,000		\$ 49,000									\$ 49,000
Lindero St, Balsam Rd to 7th Ave, Slurry Seal, Square Mile Project		No	No			\$ 85,000		\$ 49,000									\$ 49,000
Littler Beaver St, Balsam Rd to Huerta St, Slurry Seal, Square Mile Project		No	No			\$ 96,000		\$ 56,000									\$ 56,000
Lone Eagle St, Balsam Rd to 11th Ave, Slurry Seal, Square Mile Project		No	No			\$ 21,000		\$ 12,000									\$ 12,000
Magnolia Ave, Little Beaver St to Cypress Ave, Slurry Seal, Square Mile Project		No	No			\$ 45,000		\$ 26,000									\$ 26,000
Minnetonka St, 7th Ave to 9th Ave, Slurry Seal, Square Mile Project		No	No			\$ 35,000		\$ 20,000									\$ 20,000

VICTORVILLE CIP PROJECTS																		
CONTINUED:																		
Ninth Ave, Nisqualli Rd to Bear Valley Rd, Slurry Seal, Square Mile Project		No	No			\$ 96,000		\$ 55,000								\$ 55,000		
Outer Bear Valley Rd, Balsam Rd to Seventh Ave, Slurry Seal, Square Mile Project		No	No			\$ 86,000		\$ 50,000								\$ 50,000		
Pahute St, Balsam Rd to Cypress Ave, Slurry Seal, Square Mile Project		No	No			\$ 29,000		\$ 17,000								\$ 17,000		
Senecio Ave, Hickory Ave to Lindero St, Slurry Seal, Square Mile Project		No	No			\$ 45,000		\$ 26,000								\$ 26,000		
Shamrock Ave, Minnetonka St to Huerta St, Slurry Seal, Square Mile Project		No	No			\$ 22,000		\$ 13,000								\$ 13,000		
Sitting Bull St, Balsam Rd to 7th Ave, Slurry Seal, Square Mile Project		No	No			\$ 85,000		\$ 49,000								\$ 49,000		
Sunny Vista Ave, Balsam Rd to Cypress Ave, Slurry Seal, Square Mile Project		No	No			\$ 38,000		\$ 22,000								\$ 22,000		
Tokay St, Balsam Rd to 7th Ave, Slurry Seal, Square Mile Project		No	No			\$ 85,000		\$ 49,000								\$ 49,000		
Altec Bucket Truck for Traffic Signal Maintenance		No	No			\$ 55,000		\$ 55,000								\$ 55,000		
Fiber Splicing Trailer for Traffic Signal Maintenance		No	No			\$ 8,754		\$ 8,754								\$ 8,754		
Ford Expedition for Traffic Signal Maintenance		No	No			\$ 6,000		\$ 6,000								\$ 6,000		
City / Caltrans Communications Upgrades - I-15 / Nisqualli Rd & I-15 Bear Valley Rd		No	No			\$ 36,489		\$ 36,489								\$ 36,489		
																\$ -		
Project Count: 69		Named Projects Total:					\$ 4,368,246.00	\$ 5,603,234.00	\$ -	\$ 3,356,000.00	\$ -	\$ 2,945,000.00	\$ -	\$ 4,285,000.00	\$ -	\$ 2,938,000.00	\$23,495,480.00	
		Total Carryover + Estimate:					\$9,971,480.00		\$3,356,000.00		\$2,945,000.00		\$4,285,000.00		\$2,938,000.00		\$23,495,480.00	
		(%) Named Projects:					204%		68%		59%		83%		56%			
		In NMTP Plan?	ATP Component?															
		Yes/No	Type															
Categorical Projects Total *:																		
Citywide, Pavement Rehabilitation, Seals and Overlays, various streets		No	No			\$ 595,000		\$ -		\$ 140,000		\$ 140,000.00		\$ 150,000.00		\$ 165,000.00	\$595,000	
Traffic Signal Maintenance		No	No			\$ 1,414,744		\$ 274,848		\$ 277,596		\$ 281,760		\$ 287,396		\$ 293,144	\$1,414,744	
Traffic Engineering		No	No			\$ 3,647,956		\$ 708,703		\$ 715,790		\$ 726,527		\$ 741,057		\$ 755,879	\$3,647,956	
Traffic Control - Signing and Striping		No	No			\$ 5,665,910		\$ 1,100,739		\$ 1,111,746		\$ 1,128,423		\$ 1,150,991		\$ 1,174,011	\$5,665,910	
Traffic Signals Controller Upgrades - Various Locations		No	No			\$ 75,000		\$ 75,000									\$75,000	
Traffic Signals Equipment Upgrades - Various Locations		No	No			\$ 25,000		\$ 25,000									\$25,000	
Public Works - Street Median Maintenance		No	No			\$ 1,183,740		\$ 229,970		\$ 232,270		\$ 235,754		\$ 240,469		\$ 245,278	\$1,183,740	
						\$ -											\$0	
		Categorical Projects Total:					\$ 12,607,350		\$ 2,414,260		\$ 2,477,403		\$ 2,512,463.64		\$ 2,569,912.91		\$ 2,633,311.17	\$12,607,350
		(%) Categorical Projects (cannot exceed 50%):							49%		50%		50%		50%		50%	

Please do not change, alter or modify this template. Use plus signs along left side of worksheet to add rows rather than manually inserting rows to ensure that formulas carry through.

MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023

RESOLUTION NUMBER:	18-35
RESOLUTION APPROVAL DATE:	8/21/2018
CONTACT PERSON & TITLE:	Derek Cooper -- Engineering Technician II
CONTACT PHONE:	(760)369-1265 ext. 327
CONTACT EMAIL:	dcooper@yucca-valley.org

JURISDICTION	Yucca Valley	In NMTP Plan?	ATP Component?	Nexus Project?		Estimated Total Project Cost	FY2018/19 Est. Revenue		FY2019/20 Est. Revenue		FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		Total Available (Carryover plus estimate)
CARRYOVER BALANCE:	\$1,600,000.00						\$ 742,483.47		\$ 758,321.86		\$ 758,321.86		\$ 765,014.04		\$ 778,678.22		\$5,402,819.45
Named Projects:		Yes/No	Type	Public Share	DIF Share		Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total Local Street Measure I Programmed
		No															\$0.00
Yucca Trail & Indio Ave Intersection		No				\$ 28,125.00	\$ 28,125.00										\$28,125.00
Yucca Trail & La Contenta Road Intersection		No				\$ 28,125.00	\$ 28,125.00										\$28,125.00
Onaga Trail & Palomar Ave. Intersection		No				\$ 28,125.00	\$ 28,125.00										\$28,125.00
Yucca Trail and Palomar Intersection		No				\$ 500.00	\$ 500.00										\$500.00
Buena Vista: SR247 TO Yucca Mesa		No				\$ 241,557.00	\$ 241,557.00										\$241,557.00
Yucca Messa: Barron to Town Limit		No				\$ 241,558.00	\$ 241,558.00										\$241,558.00
Onaga Trail Safety Project(ATP)		No	Yes			\$ 275,000.00				\$ 275,000.00							\$275,000.00
Little Leagu Drive Safety Project (ATP)		No	Yes			\$ 210,000.00				\$ 210,000.00							\$210,000.00
Maintenance Program Reserve		No				\$ 900,000.00								\$ 300,000.00		\$ 600,000.00	\$900,000.00
Slurry Seal - Joshua Lane: San Marino to San Andreas		No				\$ 28,000.00	\$ 28,000.00										\$28,000.00
Slurry Seal - Juarez: Joshua Lane to End		No				\$ 15,000.00	\$ 15,000.00										\$15,000.00
Slurry Seal - El Dorado: Warren Vista to Keats		No				\$ 45,000.00	\$ 45,000.00										\$45,000.00
Slurry Seal - Desert Gold: Warren Vista to Palomar		No				\$ 44,000.00	\$ 44,000.00										\$44,000.00
Slurry Seal - Carlyle: Warren Vista to Palomar		No				\$ 33,000.00	\$ 33,000.00										\$33,000.00
Slurry Seal - Bonanza: Carlyle Drive to Palomar		No				\$ 26,000.00	\$ 26,000.00										\$26,000.00
Slurry Seal - Anaconda: End to Robidoux		No				\$ 8,720.00	\$ 8,720.00										\$8,720.00
Slurry Seal - Joshua Drive: Joshua Court to End		No				\$ 27,000.00	\$ 27,000.00										\$27,000.00
Slurry Seal - Warren Vista: Joshua Lane to End		No				\$ 20,000.00	\$ 20,000.00										\$20,000.00
Slurry Seal - Rubidoux: Anaconda to Joshua Drive		No				\$ 3,000.00	\$ 3,000.00										\$3,000.00
Slurry Seal - Keats: Palomar to Joshua Drive		No				\$ 17,000.00	\$ 17,000.00										\$17,000.00
Slurry Seal - Java: Grand Avenue to Kismet Road		No				\$ 10,000.00	\$ 10,000.00										\$10,000.00
Slurry Seal - Ivanhoe: Grand Avenue to Sage		No				\$ 14,000.00	\$ 14,000.00										\$14,000.00
Slurry Seal - Joshua Drive: Acoma Trail to Joshua Lane		No				\$ 49,000.00	\$ 49,000.00										\$49,000.00
Slurry Seal - Fox: Navajo to End		No				\$ 18,000.00	\$ 18,000.00										\$18,000.00
Slurry Seal - Keats: Desert Gold to Elderado		No				\$ 5,000.00	\$ 5,000.00										\$5,000.00
Slurry Seal - Elderado Ct: Elderado to End		No				\$ 52,000.00	\$ 52,000.00										\$52,000.00
Slurry Seal - Sage: Onaga to End		No				\$ 19,600.00	\$ 19,600.00										\$19,600.00
Slurry Seal - Lisbon: Joshua Lane to End		No				\$ 6,800.00	\$ 6,800.00										\$6,800.00
Crack Sealing		No				\$ 445,125.00	\$ 120,000.00		\$ 145,030.00			\$ 180,095.00					\$445,125.00
Slurry Seal - Borrego Tr: Nez Perce Tr/Mt. View Tr.		No				\$ 6,000.00			\$ 6,000.00								\$6,000.00
Slurry Seal - Carmelita Circle		No				\$ 35,000.00			\$ 35,000.00								\$35,000.00
Slurry Seal - Carmelita Court		No				\$ 5,000.00			\$ 5,000.00								\$5,000.00
Slurry Seal - Carmelita Place		No				\$ 10,000.00			\$ 10,000.00								\$10,000.00
Slurry Seal - Carmelita Way		No				\$ 12,000.00			\$ 12,000.00								\$12,000.00
Cibola Tr: Mt. View Tr/Zuni Tr.		No				\$ 12,000.00			\$ 12,000.00								\$12,000.00
Slurry Seal - Piedmont Dr.: Santa Barbara/End		No				\$ 20,000.00			\$ 20,000.00								\$20,000.00
Slurry Seal - San Marino Dr.: Santa Barbara/Black Rock Canyon		No				\$ 80,000.00			\$ 80,000.00								\$80,000.00
Slurry Seal - Santa Barbara Dr.: Cul-de-sac/E. End		No				\$ 90,000.00			\$ 90,000.00								\$90,000.00
Slurry Seal - Santa Maria Dr.: Del Monte/End		No				\$ 40,000.00			\$ 6,860.00	\$ 33,140.00							\$40,000.00
Street Striping		No				\$ 75,000.00			\$ 25,000.00	\$ 25,000.00		\$ 25,000.00					\$75,000.00
Slurry Seal - Acoma: Golden Bee/Joshua Dr.		No				\$ 13,200.00						\$ 13,200.00					\$13,200.00
Slurry Seal - Acoma Ct.: Acoma/End		No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
Slurry Seal - Amador: Kismet/Joshua Dr.		No				\$ 25,000.00						\$ 25,000.00					\$25,000.00
Slurry Seal - Anaconda: Cholla/Amador		No				\$ 9,400.00						\$ 9,400.00					\$9,400.00
Slurry Seal - Anaconda: Grand/Sage		No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
Slurry Seal - Aranza Ct.: Bolero/End		No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
Slurry Seal - Asio: GoldenMeadow/Jarana		No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
Slurry Seal - Bannock: Golden Bee/Juarez		No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
Slurry Seal - Bolero: Selecta/End		No				\$ 12,500.00						\$ 12,500.00					\$12,500.00
Slurry Seal - Bonanza: Cholla/Amador		No				\$ 8,000.00						\$ 8,000.00					\$8,000.00
Slurry Seal - Carlyle: W. End/Cholla		No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
Slurry Seal - Condalia: Juarez/Golden Bee		No				\$ 9,000.00						\$ 9,000.00					\$9,000.00
Slurry Seal - Cholla: Carlyle/Joshua Dr..		No				\$ 8,000.00						\$ 8,000.00					\$8,000.00
Slurry Seal - Deer: GoldenBee/DesertGold		No				\$ 10,000.00						\$ 10,000.00					\$10,000.00

YUCAIPA CIP PROJECTS CONTINUED																
Slurry Seal - Desert Gold: W. End/Elk Tr.	No				\$ 50,000.00						\$ 50,000.00					\$50,000.00
Slurry Seal - Desert Gold: Elk/Acoma	No				\$ 15,000.00						\$ 15,000.00					\$15,000.00
Slurry Seal - Desert Gold: Cholla/Amador	No				\$ 15,000.00						\$ 15,000.00					\$15,000.00
Slurry Seal - Desert Gold: Grand/Sage	No				\$ 15,000.00						\$ 15,000.00					\$15,000.00
Slurry Seal - Desert Gold Drive: Amador to Colla	No				\$ 15,000.00						\$ 15,000.00					\$15,000.00
Slurry Seal - El Dorado: Cholla/Amador	No				\$ 6,000.00						\$ 6,000.00					\$6,000.00
Slurry Seal - El Dorado: Grand/Sage	No				\$ 6,000.00						\$ 6,000.00					\$6,000.00
Slurry Seal - El Dorado: Deer/End	No				\$ 10,000.00						\$ 10,000.00					\$10,000.00
Slurry Seal - El Dorado: Desert Gold/Free Gold	No				\$ 20,000.00						\$ 20,000.00					\$20,000.00
Slurry Seal - Elk: Golden Bee/Elk Ct.	No				\$ 4,000.00						\$ 4,000.00					\$4,000.00
Slurry Seal - Elk Ct: Elk/End	No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
Slurry Seal - Facia: Bolero/GoldenMeadow	No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
Slurry Seal - Free Gold: Grand/Sage	No				\$ 6,000.00						\$ 6,000.00					\$6,000.00
Slurry Seal - Free Gold: Desert Gold/W. End	No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
Slurry Seal - Free Gold: Deer/End	No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
Slurry Seal - Free Gold Ct: Free Gold/End	No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
Slurry Seal - Geronimo Ct.: DesertGold/End	No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
Slurry Seal - Golden Bee: W. End/Acoma	No				\$ 23,000.00						\$ 23,000.00					\$23,000.00
Slurry Seal - GoldenMeadow: Selecta/Hardesty	No				\$ 14,000.00						\$ 14,000.00					\$14,000.00
Slurry Seal - Jarana Ct.: Condalia/End	No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
Slurry Seal - Juarez: Selecta/GoldenMeadow	No				\$ 11,000.00						\$ 11,000.00					\$11,000.00
Slurry Seal - Juarez: Bolero/Hardesty	No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
Slurry Seal - Juarez Ct: Juarez/End	No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
Slurry Seal - Millstone: GoldenMeadow/Selecta	No				\$ 10,000.00						\$ 10,000.00					\$10,000.00
Slurry Seal - Selecta: NW End/SE End	No				\$ 5,000.00						\$ 5,000.00					\$5,000.00
Slurry Seal - Taft Ct: Jarana Ct/End	No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
Slurry Seal - Titan Ct: Dumosa/End	No				\$ 7,500.00						\$ 7,500.00					\$7,500.00
SR62 Median Maintenance Contract	No				\$ 320,974.00		\$ 58,703.00		\$ 61,639.00		\$ 64,720.00		\$ 67,956.00		\$ 67,956.00	\$320,974.00
SR62 SHOPP - Minor A/Caltrans	No				\$ 25,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00	\$25,000.00
																\$0.00
Signal Maintenance Contract (Yucca Trail/Palomar, Yucca Trail/Joshua Lane)	No				\$ 75,000.00		\$ 15,000.00		\$ 15,000.00		\$ 15,000.00		\$ 15,000.00		\$ 15,000.00	\$75,000.00
																\$0.00
																\$0.00

Project Count: 87	Named Projects Total:					\$ 1,153,110.00	\$ 78,703.00	\$ 446,890.00	\$ 648,779.00	\$ -	\$ 737,415.00	\$ -	\$ 387,956.00	\$ -	\$ 687,956.00	\$4,140,809.00
	Total Carryover + Estimate:					\$1,231,813.00		\$1,095,669.00		\$737,415.00		\$387,956.00		\$687,956.00		\$4,140,809.00
	(%) Named Projects:					166%		144%		97%		51%		88%		

	In NMTP Plan?	ATP Component?														
Categorical Projects Total *:	Yes/No	Type														
Traffic Surveys & Warrant Studies	No						\$ 9,000.00		\$ 9,000.00		\$ 9,000.00		\$ 9,000.00		\$ 9,000.00	\$45,000.00
Annual Traffic Census	No						\$ 7,500.00		\$ 7,500.00		\$ 7,500.00		\$ 7,500.00		\$ 7,500.00	\$37,500.00
Congestion Management Plan (CMP)	No						\$ 3,500.00		\$ 3,500.00		\$ 3,500.00		\$ 3,500.00		\$ 3,500.00	\$17,500.00
Utilities	No						\$ 50,000.00		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00	\$250,000.00
Street Maintenance Program Personnel Costs	No						\$ 292,460.00		\$ 306,655.00		\$ 312,000.00		\$ 316,000.00		\$ 322,000.00	\$1,549,115.00
	Categorical Projects Total:						\$ 362,460.00		\$ 376,655.00		\$ 382,000.00		\$ 386,000.00		\$ 392,000.00	\$1,899,115.00
	(%) Categorical Projects (cannot exceed 50%):						49%		50%		50%		50%		50%	

(*) = Carryover funds may not be used on Categorical Projects.

Total Programmed: \$ 6,039,924.00

Total Carryover Programmed: \$ 1,600,000.00

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is ≥ \$100,000, then list individually in Named Projects section.

2. There is a 50% limit on total categorical projects.

3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.

4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.

5. Revised Capital Improvement Plans are due to SBCTA by the end of the fiscal year along with a new resolution.

Total Estimated Programmed: \$ 4,439,924.00

Check: \$ 6,039,924.00

150% of Estimated Measure I plus carryover: \$ 8,104,229.18

Does programing amount exceed 150% limit: No

Exhibit B

MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN

RESOLUTION NUMBER:	2018-18
RESOLUTION APPROVAL DATE:	
CONTACT PERSON & TITLE:	Fermin Preciado
CONTACT PHONE:	909-797-2489 ext. 240
CONTACT EMAIL:	fpreciado@yucaipa.org

JURISDICTION	City of Yucaipa			MEASURE I ESTIMATE:		\$	850,000.00	\$	880,000.00	\$	880,000.00	\$	880,000.00	\$	880,000.00	\$	4,370,000.00
CARRYOVER BALANCE:	\$0.00	In NMTP Plan?	ATP Component?	Estimated Total Project Cost	Nexus Project?		FY2018/2019		FY2019/2020		FY2020/2021		FY2021/2022		FY2022/2023		Total Local Street Measure I Programmed
Named Projects:	Yes/No	Type	Yes/No			Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate		
			Public Share (%)		DIF Share (%)												
10th Street - Ave E to Colorado St	No			\$ 106,172.00			\$ 106,172.00										\$106,172.00
4th Street - Pavement Change to Wildwood Canyon Road	No			\$ 19,094.00			\$ 19,094.00										\$19,094.00
8th Street - Washington Dr to Reedy Woods Ln	No			\$ 94,788.00			\$ 94,788.00										\$94,788.00
Avenue B - Douglas St to Fremont St	Yes			\$ 48,173.00			\$ 48,173.00										\$48,173.00
Bryant Street - Yucaipa Blvd to Ave E	No			\$ 45,977.00			\$ 45,977.00										\$45,977.00
County Line Road - Calimesa Blvd to County Line Road	Yes			\$ 246,576.00			\$ 246,576.00										\$246,576.00
County Line Road - 4th Street to City Limits	Yes	SR2S		\$ 117,954.00			\$ 117,954.00										\$117,954.00
County Line Road - California St to Bryant St	Yes			\$ 91,539.00			\$ 91,539.00										\$91,539.00
County Line Road - Holmes St to City Limits E	Yes			\$ 13,811.00			\$ 13,811.00										\$13,811.00
Fremont Street - Estacia Wy to Oak Glen Road	Yes			\$ 122,426.00			\$ 122,426.00										\$122,426.00
Grant Street - Ave E to Ramada Ln	Yes			\$ 83,080.00			\$ 83,080.00										\$83,080.00
Holmes Street - Date Ave to Cornell Dr	No			\$ 43,115.00			\$ 43,115.00										\$43,115.00
7th Place - Nebraska St to 7th Pl	No			\$ 69,027.00			\$ 69,027.00										\$69,027.00
Alta Drive - West End to Bryant Street	No			\$ 33,366.00			\$ 33,366.00										\$33,366.00
Applewood Lane - Fire Ave to SOuth End	No			\$ 7,475.00			\$ 7,475.00										\$7,475.00
Avocado Street - Fremont St to East End	No			\$ 35,745.00			\$ 35,745.00										\$35,745.00
Bayhill Circle - Bayhill Rd to Southwest end	No			\$ 2,408.00			\$ 2,408.00										\$2,408.00
Berkeley Drive - Ne end to Crestviw Dr	No			\$ 7,657.00			\$ 7,657.00										\$7,657.00
Cornell Lane - Rancho Rd to South End	No			\$ 6,693.00			\$ 6,693.00										\$6,693.00
Fremont Court - Fremont St to East End	No			\$ 39,363.00			\$ 39,363.00										\$39,363.00
Gernwood Lane - Sunwood Pl to Sandlewood Wy	No			\$ 16,499.00			\$ 16,499.00										\$16,499.00
Jefferson Avenue - North End to Ave G	No			\$ 10,971.00			\$ 10,971.00										\$10,971.00
Julie Lane - Oak Ridge Dr to Woodbriar Dr	No			\$ 3,377.00			\$ 3,377.00										\$3,377.00
Madison Street - Panorama Dr to Date Ave	No			\$ 12,165.00			\$ 12,165.00										\$12,165.00
Mariposa Street - Nido Ave to 6th St	No			\$ 44,890.00			\$ 44,890.00										\$44,890.00
Mountain View Street - Bryant St to Linn st	No			\$ 50,317.00			\$ 50,317.00										\$50,317.00
Rachel Road - Sarah St to Village Rd	No			\$ 8,056.00			\$ 8,056.00										\$8,056.00
Rancho Road - Douglas St to Sutter Ave	No			\$ 42,930.00			\$ 42,930.00										\$42,930.00
Rimview Court - North End to Ave H	No			\$ 5,002.00			\$ 5,002.00										\$5,002.00
Santa Maria Street - Suncrest Ct to Holmes St	No			\$ 20,251.00			\$ 20,251.00										\$20,251.00
Santa Rosa Drive - Bryant St to Douglas St	No			\$ 24,615.00			\$ 24,615.00										\$24,615.00
Simi Drive - Tivoli Wy to Holly Ave	No			\$ 23,308.00			\$ 23,308.00										\$23,308.00
11th Street - Yucaipa Blvd to Ave D	No			\$ 23,394.00					\$ 23,394.00								\$23,394.00
17th Street - Yucaipa Blvd to Dunlap Blvd	No			\$ 139,679.00					\$ 139,679.00								\$139,679.00
1st Street - Cedar Ave to Beech Ave	No			\$ 6,517.00					\$ 6,517.00								\$6,517.00
2nd Street - Persimmon Ave to Date Ave	No			\$ 15,360.00					\$ 15,360.00								\$15,360.00
2nd Street - Cedar Ave to Acacia Ave	No			\$ 41,004.00					\$ 41,004.00								\$41,004.00
Avenue D - 16th St to 14th St	No			\$ 143,640.00					\$ 143,640.00								\$143,640.00
Avenue E - W End to 8th St	No			\$ 20,804.00	30.9%	69.1%			\$ 20,804.00								\$20,804.00
Cedar Avenue - N End to Cedar Ave	Yes			\$ 2,361.00					\$ 2,361.00								\$2,361.00
Custer Street - N End to Mountain View St	No			\$ 5,796.00					\$ 5,796.00								\$5,796.00
Date Ave - Adams st W to Bryant St	No			\$ 2,803.00					\$ 2,803.00								\$2,803.00
Mesa Grande Dr - Beverly Ct to City Limits	No			\$ 32,457.00					\$ 32,457.00								\$32,457.00
Pendleton Road - Oak Glen Rd to Fremont St	Yes			\$ 270,898.00					\$ 270,898.00								\$270,898.00
Tennessee Street - Tennessee St to City Limits E	No			\$ 36,800.00					\$ 36,800.00								\$36,800.00
Wildwood Canyon Road - Oak Mesa Dr to Morningside Dr	No			\$ 260,600.00					\$ 260,600.00								\$260,600.00
Yucaipa Blvd - 16th St to 14th St	Yes			\$ 90,949.00					\$ 90,949.00								\$90,949.00
Eureka Avenue - 6th St to End	Yes			\$ 40,518.00					\$ 40,518.00								\$40,518.00
Golden Gate Drive - West End to Highland Ave	No			\$ 149,159.00					\$ 149,159.00								\$149,159.00
Holly Avenue - Simi Dr to East End	No			\$ 136,881.00					\$ 136,881.00								\$136,881.00
Nebraska Street - West End to Nebraska Wy	No			\$ 56,800.00					\$ 56,800.00								\$56,800.00
Sharon Way - Village Rd to Mesa Grand Dr	No			\$ 13,224.00					\$ 13,224.00								\$13,224.00
9th Street - Bodie St to 9th St	No			\$ 56,130.00							\$ 56,130.00						\$56,130.00
Adams Street - Cedar Ave to Beech Ave	No			\$ 24,874.00							\$ 24,874.00						\$24,874.00
Avenue G - 7th Pl to 5th St	No			\$ 218,672.00							\$ 218,672.00						\$218,672.00
Bryant Street - Kadota Ave to Ivy St	No			\$ 87,343.00							\$ 87,343.00						\$87,343.00
California Street - Ave C to Ave E	No			\$ 49,505.00							\$ 49,505.00						\$49,505.00
Alta Vista Drive - Outer Hwy 10 S to Old Pvmnt	Yes			\$ 10,152.00							\$ 10,152.00						\$10,152.00
Birch Street - Birch Ct to Ave E	No			\$ 54,069.00							\$ 54,069.00						\$54,069.00
Cedarwood Lane - California St to Addison St	No			\$ 24,170.00							\$ 24,170.00						\$24,170.00
Cherrywood Drive - Redwood Ln to East End	No			\$ 25,674.00							\$ 25,674.00						\$25,674.00
Comberton Street - Bryant St to Date Ave	No			\$ 57,855.00							\$ 57,855.00						\$57,855.00
Cornell Drive - West End to Holmes St	No			\$ 32,998.00							\$ 32,998.00						\$32,998.00
Deborah Court - Leah Ln to Mesa Grande Dr	No			\$ 29,061.00							\$ 29,061.00						\$29,061.00
Diamond Point Drive - Woodbriar Dr to SE End	No			\$ 2,898.00							\$ 2,898.00						\$2,898.00

Exhibit B

MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN

RESOLUTION NUMBER:	2018-18
RESOLUTION APPROVAL DATE:	
CONTACT PERSON & TITLE:	Fermin Preciado
CONTACT PHONE:	909-797-2489 ext. 240
CONTACT EMAIL:	fpreciado@yucaipa.org

															Total Available (Carryover + Estimate)	
Diamond Street - Goldstone St to Onyx St	No		\$ 78,792.00							\$ 78,792.00					\$78,792.00	
Fawn Way - Oak Glen Rd to Deer Brook Rd	No		\$ 2,769.00							\$ 2,769.00					\$2,769.00	
La Flora Dr - West End to Bryant St	No		\$ 33,400.00							\$ 33,400.00					\$33,400.00	
Leith Way - Bella Vista Dr AE to Bella Vista Dr w	No		\$ 92,980.00							\$ 92,980.00					\$92,980.00	
Liberty Road - 8th St to East End	No		\$ 51,590.00							\$ 51,590.00					\$51,590.00	
Lincoln Drive - West End to 7th Street	No		\$ 26,448.00							\$ 26,448.00					\$26,448.00	
Linda Lane - Sutter Ave to East end	No		\$ 11,172.00							\$ 11,172.00					\$11,172.00	
Linn Street - Mountain View St to Sunlight Dr	No		\$ 36,917.00							\$ 36,917.00					\$36,917.00	
Manzanita Street - Acropolis Dr to East End	No		\$ 28,291.00							\$ 28,291.00					\$28,291.00	
Nicoya Court - North End to Ave E	No		\$ 26,013.00							\$ 26,013.00					\$26,013.00	
Oak Mountain Dive - Wildwood View Dr to Oak Meas Dr	No		\$ 92,108.00							\$ 92,108.00					\$92,108.00	
Pecan Avenue - 3rd St to Circh Ct	No		\$ 53,650.00							\$ 53,650.00					\$53,650.00	
Pine Mea Court - Oak Mountain Dr to SW End	No		\$ 34,220.00							\$ 34,220.00					\$34,220.00	
Poplar Street - North End to Avenue D	No		\$ 8,505.00							\$ 8,505.00					\$8,505.00	
Ranier Street - Lantana Ave to Fremont St	No		\$ 32,763.00							\$ 32,763.00					\$32,763.00	
San Leandro Avenue - North End to San Carlos St	No		\$ 57,554.00							\$ 57,554.00					\$57,554.00	
Sunlight Drive - Bryant Street to Douglas St	No		\$ 88,976.00							\$ 88,976.00					\$88,976.00	
18th Street - Outer Hwy 10 S City Limits	No		\$ 25,484.00									\$ 25,484.00			\$25,484.00	
Avenue B - 1st St to Bryant St	No		\$ 122,409.00									\$ 122,409.00			\$122,409.00	
Avenue D - 12th St o Windsor Dr	No		\$ 120,661.00									\$ 120,661.00			\$120,661.00	
Bryant Street - Wildwood Canyon Rd to Ave G	No		\$ 90,366.00									\$ 90,366.00			\$90,366.00	
Custer Street - Acacia Ave to Yucaipa Blvd	Yes		\$ 28,542.00									\$ 28,542.00			\$28,542.00	
Custer Street - North End to Ave H	No		\$ 35,544.00									\$ 35,544.00			\$35,544.00	
Fir Avenue - Bryant St to Fermont St	No		\$ 53,984.00									\$ 53,984.00			\$53,984.00	
Grant Street - North End to Wildwood Canyon Rd	No		\$ 24,288.00									\$ 24,288.00			\$24,288.00	
Holmes Street - Bella Vista Dr to Wildwood Canyon Rd	No		\$ 26,073.00									\$ 26,073.00			\$26,073.00	
Yucaipa Boulevard - 14th St to 12th St	Yes		\$ 86,936.00									\$ 86,936.00			\$86,936.00	
Acacia Avenue - 3rd St to 1st St	No		\$ 126,730.00									\$ 126,730.00			\$126,730.00	
Adams Street - Acacia Ave to Yucaipa Blvd	No		\$ 28,626.00									\$ 28,626.00			\$28,626.00	
Amberwood Place - 4th St to Poplar St	No		\$ 44,103.00									\$ 44,103.00			\$44,103.00	
Andes Way - Ramada Ln to East End	No		\$ 60,904.00									\$ 60,904.00			\$60,904.00	
Beverly Court - Leah Ln to Mesa Grande Dr	No		\$ 26,164.00									\$ 26,164.00			\$26,164.00	
Bodie Avenue - NW End to 9th St	No		\$ 59,463.00									\$ 59,463.00			\$59,463.00	
Eureka Avenue - Gant St to Ramada Ln	No		\$ 78,842.00									\$ 78,842.00			\$78,842.00	
Eureka Avenue - 8th St to Columbia Ave	No		\$ 52,444.00									\$ 52,444.00			\$52,444.00	
Falling Springs Road - East End to Wildwood Canyon Rd	No		\$ 9,112.00									\$ 9,112.00			\$9,112.00	
Golden Gate Drive - Golden Gate Dr to South End	No		\$ 10,435.00									\$ 10,435.00			\$10,435.00	
Kevari Court - Jefferson St to East end	No		\$ 9,272.00									\$ 9,272.00			\$9,272.00	
Lynd Court - North End to Lynfall Ct	No		\$ 3,371.00									\$ 3,371.00			\$3,371.00	
Medlar St - Vineyard S to Bella Vista Dr	No		\$ 53,366.00									\$ 53,366.00			\$53,366.00	
Pleasant Grove Street - 3rd St to East end	No		\$ 53,466.00									\$ 53,466.00			\$53,466.00	
Rosemond Street - Tonkin Ave to 9th St	No		\$ 33,132.00									\$ 33,132.00			\$33,132.00	
Santa Rosa Drive - San Leandro Ave to East End	No		\$ 29,664.00									\$ 29,664.00			\$29,664.00	
Sunwood Place - Fir Ave to Gemwood Ln	No		\$ 20,988.00									\$ 20,988.00			\$20,988.00	
Sutter Avenue - Linda Ln to Sierra Ln	No		\$ 26,264.00									\$ 26,264.00			\$26,264.00	
Verano Way - Colorado St to South End	No		\$ 3,219.00									\$ 3,219.00			\$3,219.00	
Vineyard Street - Douglas St to Lantana Ave	No		\$ 50,619.00									\$ 50,619.00			\$50,619.00	
12th Street - Ave E to Kentucky St	No		\$ 70,820.00											\$ 70,820.00	\$70,820.00	
1st Street - Beech Ave to Yucaipa Blvd	No		\$ 54,890.00											\$ 54,890.00	\$54,890.00	
5th Street - Yucaipa Blvd to County Line Rd	No		\$ 237,510.00	30.9%	69.1%									\$ 237,510.00	\$237,510.00	
Avenue E - 7th St to 5th St	Yes		\$ 183,708.00	30.9%	69.1%									\$ 183,708.00	\$183,708.00	
County Line Road - Bryant St to Holmes St	Yes		\$ 270,262.00											\$ 270,262.00	\$270,262.00	
Wildwood Canyon Road - 3rd St to Bryant St	Yes		\$ 77,672.00											\$ 77,672.00	\$77,672.00	
7th Place - NW End to SE End	Yes		\$ 67,553.00											\$ 67,553.00	\$67,553.00	
Addison Street - North End to South End	No		\$ 60,099.00											\$ 60,099.00	\$60,099.00	
Birchwood Street - Bryant St to East End	No		\$ 23,950.00											\$ 23,950.00	\$23,950.00	
Highland Avenue - Pendleton Ave to Rodgers Ln	No		\$ 170,080.00											\$ 170,080.00	\$170,080.00	
Ironwood Drive - Oak Mesa Dr NW to City Limits	No		\$ 161,654.00											\$ 161,654.00	\$161,654.00	
Palomar Avenue - San Carlos St to South End	No		\$ 13,534.00											\$ 13,534.00	\$13,534.00	
Ramona Street - Carter St to Sleepy Hollow Dr	No		\$ 26,432.00											\$ 26,432.00	\$26,432.00	
Santa Maria Street - San Lucas Dr to Douglas St	No		\$ 16,825.00											\$ 16,825.00	\$16,825.00	
Project Count: 127	Named Projects Total:		\$7,314,500.00			\$ -	\$ 1,565,847.00	\$ -	\$ 1,489,644.00	\$ -	\$ 1,429,549.00	\$ -	\$ 1,394,471.00	\$ -	\$ 1,434,989.00	\$7,314,500.00
	Total Carryover + Estimate:		\$7,314,500.00			\$1,565,847.00		\$1,489,644.00		\$1,429,549.00		\$1,394,471.00		\$1,434,989.00		\$7,314,500.00
	(%) Named Projects:					184%		169%		162%		158%		163%		

Exhibit B

MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN

RESOLUTION NUMBER:	2018-18
RESOLUTION APPROVAL DATE:	
CONTACT PERSON & TITLE:	Fermin Preciado
CONTACT PHONE:	909-797-2489 ext. 240
CONTACT EMAIL:	fpreciado@yucaipa.org
Total Available (Carryover + Estimate)	

	In NMTP Plan?	ATP Component?													
YUCAIPA Categorical Projects Total *:	Yes/No	Type													
Annual Striping Program			\$200,000.00				\$ 40,000.00		\$ 40,000.00		\$ 40,000.00		\$ 40,000.00		\$200,000.00
Annual Concrete Program			\$350,000.00				\$ 70,000.00		\$ 70,000.00		\$ 70,000.00		\$ 70,000.00		\$350,000.00
Annual Alley Rehab Program			\$200,000.00				\$ 40,000.00		\$ 40,000.00		\$ 40,000.00		\$ 40,000.00		\$200,000.00
Annual Traffic Calming Program			\$125,000.00				\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		\$125,000.00
Annual Preserving Monument Program			\$150,000.00				\$ 30,000.00		\$ 30,000.00		\$ 30,000.00		\$ 30,000.00		\$150,000.00
Annual Under Street Drain Pipe Repair			\$150,000.00				\$ 30,000.00		\$ 30,000.00		\$ 30,000.00		\$ 30,000.00		\$150,000.00
Annual Patching Program			\$599,228.00				\$ 117,000.00		\$ 117,000.00		\$ 119,340.00		\$ 121,727.00		\$599,228.00
Annual Crack Seal Program			\$318,096.00				\$ 60,000.00		\$ 60,000.00		\$ 72,000.00		\$ 62,424.00		\$318,096.00
Annual Local Matching Projects			\$185,000.00				\$ 25,000.00		\$ 40,000.00		\$ 40,000.00		\$ 40,000.00		\$185,000.00
															\$0.00
															\$0.00
Categorical Projects Total:							\$ 437,000.00		\$ 452,000.00		\$ 466,340.00		\$ 459,151.00		\$2,277,324.00
(%) Categorical Projects (cannot exceed 50%):							51%		51%		53%		52%		53%

(*) = Carryover funds may not be used on Categorical Projects.

Total Programmed: \$ 9,591,824.00
Total Carryover Programmed: \$ -

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is ≥ \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SANBAG by the end of the fiscal year along with a new resolution.

Total Estimated Programmed: \$ 9,591,824.00
Check: \$ 9,591,824.00
150% of Estimated Measure I plus carryover: \$ 6,555,000.00
Does programing amount exceed 150% limit: Yes

**MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023**

RESOLUTION NUMBER:	
RESOLUTION APPROVAL DATE:	
CONTACT PERSON & TITLE:	
CONTACT PHONE:	
CONTACT EMAIL:	

(*) = Carryover funds may not be used on Catergorical Projects.		Total Programmed: \$	228,750.00
		Total Carryover Programmed: \$	210,000.00
<u>In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:</u>		Total Estimated Programmed: \$	18,750.00
1. If Measure I allocated to project is ≥ \$100,000, then list individually in Named Projects section.		Check: \$	228,750.00
2. There is a 50% limit on total categorical projects.		150% of Estimated Measure I plus carryover: \$	445,858.50
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.		Does programing amount exceed 150% limit:	No

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SANBAG by the end of the fiscal year along with a new resolution.

Total Estimated Programmed:	\$	18,750.00
Check:	\$	228,750.00
150% of Estimated Measure I plus carryover:	\$	445,858.50
Does programing amount exceed 150% limit:		No

**MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023**

RESOLUTION NUMBER:	
RESOLUTION APPROVAL DATE:	
CONTACT PERSON & TITLE:	
CONTACT PHONE:	
CONTACT EMAIL:	

[illegible]

(*) = Carryover funds may not be used on Categorical Projects.

Total Programmed:	\$	1,331,000.00
Total Carryover Programmed:	\$	1,291,000.00

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SANBAG by the end of the fiscal year along with a new resolution.

Total Estimated Programmed:	\$ 40,000.00
Check:	\$ 1,331,000.00
150% of Estimated Measure I plus carryover:	\$ 5,059,359.00
Does programing amount exceed 150% limit:	No

**MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023**

RESOLUTION NUMBER:	
RESOLUTION APPROVAL DATE:	
CONTACT PERSON & TITLE:	
CONTACT PHONE:	
CONTACT EMAIL:	

[illegible]

Categorical Projects Total *:		Yes/No	Type													
Congestion Management Program		N				\$15,000.00		\$3,000.00		\$3,000.00		\$3,000.00		\$3,000.00		\$15,000.00
Routine Maintenance		N				\$25,000.00		\$5,000.00		\$5,000.00		\$5,000.00		\$5,000.00		\$25,000.00
Traffic Control Devices		N				\$5,000.00		\$1,000.00		\$1,000.00		\$1,000.00		\$1,000.00		\$5,000.00
																\$0.00
																\$0.00
																\$0.00
																\$0.00
																\$0.00
																\$0.00
Categorical Projects Total:							\$ 9,000.00		\$ 9,000.00		\$ 9,000.00		\$ 9,000.00		\$ 9,000.00	\$45,000.00
(% Categorical Projects (cannot exceed 50%):							1%		0%		0%		0%		0%	

(*) = Carryover funds may not be used on Categorical Projects.

Total Programmed:	\$	9,282,510.00
Total Carryover Programmed:	\$	8,728,400.00

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SANBAG by the end of the fiscal year along with a new resolution.

Total Estimated Programmed:	\$	554,110.00
Check:	\$	9,282,510.00
150% of Estimated Measure I plus carryover:	\$	20,911,194.00
Does programing amount exceed 150% limit:		No

MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023

RESOLUTION NUMBER:	
RESOLUTION APPROVAL DATE:	
CONTACT PERSON & TITLE:	
CONTACT PHONE:	
CONTACT EMAIL:	

[illegible]

(*) = Carryover funds may not be used on Categorical Projects.

Total Programmed: \$	3,080,000.00
Total Carryover Programmed: \$	3,010,000.00

In Accordance with Measure I Strategic Plan Policy 40003/40012/40016:

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SANBAG by the end of the fiscal year along with a new resolution.

Total Estimated Programmed:	\$	70,000.00
Check:	\$	3,080,000.00
150% of Estimated Measure I plus carryover:	\$	8,770,084.50
Does programing amount exceed 150% limit:		No

**MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023**

RESOLUTION NUMBER:	
RESOLUTION APPROVAL DATE:	
CONTACT PERSON & TITLE:	
CONTACT PHONE:	
CONTACT EMAIL:	

(*) = Carryover funds may not be used on Categorical Projects.

Total Estimated Programmed:	\$	1,027,000.00
Check:	\$	13,847,400.00
150% of Estimated Measure I plus carryover:	\$	25,526,625.00
Does programing amount exceed 150% limit:		No

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SANBAG by the end of the fiscal year along with a new resolution.

**MEASURE I LOCAL PASS-THROUGH FUNDS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2018/2019 thru 2022/2023**

RESOLUTION NUMBER:	
RESOLUTION APPROVAL DATE:	
CONTACT PERSON & TITLE:	
CONTACT PHONE:	
CONTACT EMAIL:	

<u>Accordance with Measure I Strategic Plan Policy 40003/40012/40016:</u>		Total Estimated Programmed:	\$	5,680,000.00
1. If Measure I allocated to project is ≥ \$100,000, then list individually in Named Projects section.		Check:	\$	9,597,500.00
2. There is a 50% limit on total categorical projects.		150% of Estimated Measure I plus carryover:	\$	14,115,625.50
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.		Does programing amount exceed 150% limit:		No

Total Estimated Programmed:	\$	5,680,000.00
Check:	\$	9,597,500.00
150% of Estimated Measure I plus carryover:	\$	14,115,625.50
Does programing amount exceed 150% limit:		No

1. If Measure I allocated to project is \geq \$100,000, then list individually in Named Projects section.
2. There is a 50% limit on total categorical projects.
3. There is a 150% constraint on total planned expenditures to Measure I estimated revenue.
4. Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body.
5. Revised Capital Improvement Plans are due to SANBAG by the end of the fiscal year along with a new resolution.

ATTACHMENT 2
MEASURE I EXPENDITURE STRATEGY
FISCAL YEARS 2018-2022
Valley Subarea

Chino	<p>The City of Chino will continue to place emphasis on both the regional and sub-regional arterial roadway system during the next five years of the Measure I program. At least 50 percent of the Measure I funds will be earmarked for specific capital projects that are geared toward improving traffic flow and motorist convenience. Failing pavement surfaces will be rehabilitated and traffic striping modified as needed to accommodate increased traffic demand, and intersection capacity will be improved with new and modified traffic signals.</p> <p>In addition to the above capital projects program, Chino will continue to allocate up to 50 percent of the annual Measure I funds toward public works maintenance activities. Maintenance work will continue to include the City's traffic signal maintenance, sidewalk and curb repair, and pavement repair and overlay on the local street system.</p>
Chino Hills	<p>It is the City of Chino Hills' intent to expend Measure I revenue for the following types of projects:</p> <ul style="list-style-type: none"> * Construction of the City's Annual Street Improvement Program: Overlay and/or slurry seal of specified streets to maintain a high level of pavement trafficability; * Make on-going repairs/improvements to the City's sidewalks; and * Provide funding to address ADA accessibility issues within the City's public right-of-way.
Colton	<p>The City of Colton allocates approximately ninety percent (90%) of annual Measure I revenue for system improvements to streets infrastructure. Delivery of these improvements is focused on streets requiring rehabilitation or safety enhancement improvements. Measure I funds are also being used to provide local match for federal and state grant funded projects; these projects are focused on improving Colton's infrastructure and/or transportation system for pedestrian/bicycle/vehicular traffic.</p> <p>The remaining ten percent (10%) of the City's annual Measure I revenue are allocated to pedestrian safety such as sidewalk and handicap ramp installation. All identified improvements are consistent with the goals of the city's General Plan Circulation Element.</p>
Fontana	<p>Measure I pass through funds will be used by the City of Fontana for a variety of transportation related projects with the goal of continuing to invest in the city's infrastructure by maintaining and improving the city's existing infrastructure. It is the intent of the City to expend all of the Measure I pass through funds as they are received. The program provided focuses on relief of traffic congestion.</p>
Grand Terrace	<p>The City of Grand Terrace has adopted a Measure I expenditure strategy that focuses on improvements to existing facilities through an annual Pavement Management Program. In addition to slurry and pavement rehabilitation treatment of City streets, the expenditure strategy includes a tree trimming program to increase visibility across roadways, ADA curb ramps and sidewalk repair programs as well as other necessary improvements to the right of way as needed.</p>
Highland	<p>The City of Highland intends to expend Measure I Local Street Program Pass-Through revenue primarily to improve pavement conditions on the City's roadway network by constructing various pavement management projects including pavement rehabilitation, overlay, slurry seal, and crack seal projects.</p>
Loma Linda	<p>The City of Loma Linda is intent upon efficiently maintaining our existing roadway system. The streets in Loma Linda are constructed of asphalt concrete (AC). These streets are in various stages of their life expectancy. A typical AC street improvement has a life expectancy of 15-20 years. Through proper pavement management, this can be extended by as much as 20 years. Our strategy is to utilize a combination of slurry seal method, grind and overlay the top 0.1" and pulverize existing AC for base and repave for rehabilitation. This pavement management program has shown to be effective in delaying the eventual complete reconstruction, including subgrade, of a roadway segment.</p> <p>Measure I funding is critical to this effort. We have dedicated the majority of funding to maintenance activities as described above along with the adjacent sidewalk, curb and gutter and access ramp maintenance. A portion of funding is earmarked for addressing increased capacity demand along certain segments that have experienced growth. New roadway segments are considered and addressed through development planning. Development impact fees are utilized for expansion due to growth.</p>

Montclair	The City of Montclair plans on using Measure I as matching funds for federal funds associated with the development of plans for the construction of a grade separation project at Monte Vista Avenue and the Union Pacific Railroad tracks. The City may also use Measure I funds to accomplish work related to this project for which there are no federal funds. The City also intends to expend Measure I funds on maintenance of City streets to the extent permissible under SANBAG policies.										
Ontario	The City of Ontario's Expenditure Strategy is to improve the regional, sub-regional, and collector street roadway system by programming up to fifty percent of annual Measure I revenue towards its long term Pavement Management Program. The remaining funds will be programmed by individual projects, such as, traffic signals, and other roadway rehabilitation work designed to improve traffic flow and motorist's convenience.										
Rancho Cucamonga	<p>The Measure "I" Capital Improvement Plan Expenditure Strategy for the expenditure of Measure I funds will use the City's General Plan Circulation Element as a basis. It is anticipated that the funds will be allocated in the following manner:</p> <table> <tr> <th>Percent</th><th>Type of Improvement</th></tr> <tr> <td>73</td><td>Maintenance, Rehabilitation and Repair of Existing Roadways</td></tr> <tr> <td>21</td><td>Traffic Signal Improvements, Payment Striping and Maintenance</td></tr> <tr> <td>5</td><td>Concrete Services (ADA, Repairs and Sidewalk)</td></tr> <tr> <td>1</td><td>Pavement Management</td></tr> </table>	Percent	Type of Improvement	73	Maintenance, Rehabilitation and Repair of Existing Roadways	21	Traffic Signal Improvements, Payment Striping and Maintenance	5	Concrete Services (ADA, Repairs and Sidewalk)	1	Pavement Management
Percent	Type of Improvement										
73	Maintenance, Rehabilitation and Repair of Existing Roadways										
21	Traffic Signal Improvements, Payment Striping and Maintenance										
5	Concrete Services (ADA, Repairs and Sidewalk)										
1	Pavement Management										
Redlands	The City of Redlands intends to use Measure I dollars to partially fund the City's City Council-approved Pavement Accelerated Repair Implementation Strategy (PARIS) program. The City's Pavement Management Program, which provides a decision making matrix in identifying streets that are priority paving projects, will be used to determine future Measure I Capital Improvement Plans.										
Rialto	The City of Rialto intends to utilize Measure I for streets and right of way maintenance programs, street reconstruction and improvements. The majority of projects are structured for implementation within the five year planned schedule. The City intends to accumulate Measure I revenue for specific large projects that may span multiple years and budget is carried forward appropriately until completion of the project(s).										
San Bernardino	<p>The City of San Bernardino will continue to place emphasis on both its regional and sub-regional arterial roadway system. At least fifty percent of our Measure I funds allocation will be earmarked for specific capital projects that are geared toward improving traffic flow and motorist convenience. Failing pavement surfaces will be rehabilitated and traffic striping modified as needed to accommodate increased traffic demand, and intersection capacity will be improved with new and modified traffic signals.</p> <p>In addition to the above Capital Improvement Program, San Bernardino will continue to allocate up to fifty percent of its annual Measure I funds towards public works maintenance activities. Maintenance work will continue to include the City's traffic signal systems, sidewalk and curb repair, and pavement repair and overlay on the local street system.</p>										
Upland	The City of Upland's existing road network is fairly well established. Therefore, the City's primary use of Measure I Funds will be for the reconstruction and maintenance of existing City streets. It is the City's intent to design and begin construction of the project the same year the project is identified in the Five-Year Capital Improvement Plan.										
Yucaipa	Beginning with the 2014-2015 Fiscal Year, the City of Yucaipa has allocated 100% of Measure I revenues to the aintenance of existing streets. Those maintenance efforts are delivered through the City's annual Pavement Management Program (PMP) included in the Capital Improvement Program (CIP) approved and adopted as part of the City's annual budget in June of every year. Nothing has changed in the City's procedures since 2014-2015 Fiscal Year.										
San Bndo County	The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and ADA improvements) and may include projects to improve circulation, drainage and traffic control devices.										

MEASURE I EXPENDITURE STRATEGY Colorado River Subarea

Needles	The City intends to accumulate Measure I revenue for a specific large project (i.e., "pay-as you go"). Please refer to the list of projects on the attached Five Year Capital Improvement Plan.
San Bndo County	The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and ADA improvements) and may include projects to improve circulation, drainage and traffic control devices.

MEASURE I EXPENDITURE STRATEGY Morongo Basin Subarea

Twentynine Palms	The City of Twentynine Palms funds the Measure I projects on a pay as you go basis from Measure I funding.
Yucca Valley	<p>FY2018/2019</p> <p>Elderly/Handicapped Fund: All revenue in the Elderly and Handicapped fund is expended by the Morongo Basin Transit Authority for necessary programs.</p> <p>Local Street Program (LSP): Measure I Local Streets revenues are allocated to a number of projects, including reconstruction/rehabilitation/maintenance and engineering/design of arterials and residential roads, annual studies and/or reports such as pavement management program updates, traffic census reports, and similar activities. Local street program funds also pay expenditures for personnel on the Town's street crew.</p> <p>Major Local Highway Program (MLH): Measure I Major Local Highway revenues are managed by SBCTA. By September 30th of each year, the Town shall submit a written request to SBCTA specifying the scope of the project(s), the requested amount and other fund sources required to fully fund the project(s).</p>
San Bndo County	The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and ADA improvements) and may include projects to improve circulation, drainage and traffic control devices.

MEASURE I EXPENDITURE STRATEGY Mountains Subarea

Big Bear Lake	<p>Measure I pass through funds will be used by the City of Big Bear Lake for a variety of transportation related projects, including reconstruction of existing roadways, installation of drainage systems with associated road widening, maintenance of existing roadways and support of the local transit authority. The funds are allocated at 25%, 70%, and 5% respectively for arterial, local, and transit projects. It is the intent of the City to expend all Measure I pass through funds as they are received.</p> <p>The City of Big Bear Lake is in the process of constructing the City of Big Bear Lake Fiscal Year 2018-19 Street Rehabilitation Project. This major project will include full reconstruction of 242,000 SF of paved surface, Cape Seal of 250,000 SF of paved surface, Slurry Seal of 106,000 SF of surface and 28,600 SF of asphalt overlay as well as drainage and shoulder improvements. Several of the major projects scheduled through year 2023 include the reconstruction of Moonridge Road, Summit Boulevard, Lagunita Lane, Manzanita Court, and an Active Transportation Project grant for bicycle lanes and pedestrian sidewalks on Big Bear Boulevard from Stanfield Cutoff to Division Road, and sidewalk on Big Bear Boulevard from Edgemoor Road to Cienega Road.</p> <p>Streets identified for re-construction are chosen based on their classification within the City's Pavement Management Plan and in coordination with the local utilities. Extensive re-construction of existing utilities by the utility companies is scheduled for the next five years and is being carefully coordinated with City paving projects to minimize conflicts in newly reconstructed roads. All construction funds are being expended to maintain, improve and/or re-construct existing city roadways.</p>
San Bndo County	The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and ADA improvements) and may include projects to improve circulation, drainage and traffic control devices.

MEASURE I EXPENDITURE STRATEGY

North Desert Subarea

Barstow	<p>Each year, the City receives approximately \$2.1 million in Measure "I" funds. On September 17, 2012, the City Council approved joining the Statewide street financing program called the Total Road Improvement Program (TRIP) offered by the California Statewide Communities Development Authority (California Communities). Through the TRIP program, the City can pledge two-thirds (2/3) of its annual Measure "I" allocation towards a financing measure to raise funds for the rehabilitation and reconstruction of City streets in failing conditions.</p> <p>The remaining one-third of Measure "I" allocations will be used by the City in the pavement reconstruction, preservation and maintenance of the streets, and constructing the Lenwood Grade Separation project.</p>
San Bndo County	<p>The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and ADA improvements) and may include projects to improve circulation, drainage and traffic control devices.</p>

MEASURE I EXPENDITURE STRATEGY

Victor Valley Subarea

Adelanto	<p>The City of Adelanto's Measure I expenditure strategy for fiscal years 2017-2021 is to utilize existing carryover funds that have been accumulated over previous cycles with anticipated revenues over the next 5 years to complete existing projects and repair critical segments of arterial roadways. Categorical maintenance projects include potholes, crack sealing, striping and signage replacement, and concrete repairs, striping and signage replacement. This does not include carryover funds programmed for vehicles and equipment to be used for categorical maintenance. The remaining funds will be used primarily in rehabilitating roads which are in critical need or for construction of a new major street.</p>
Apple Valley	<p>Measure I Local Pass-Through Funds will be used by the Town of Apple Valley for a variety of transportation related projects, including adding capacity to our regional arterial system, reconstruction, and regular and periodic maintenance of existing roadways. These Measure I funds allocated for the Town's local street program (68%) are allocated with a minimum of 50% of the funds expended on these roads identified specifically on our plan (categorical). For those roads specifically identified within the plan, some require that the Town accumulate Measure I revenue for such large projects. The balance of these funds, up to 50% of the total fund, are identified for construction and regular maintenance chosen based on the Town's priority within the Town's Pavement Management Program (non-categorical).</p>
Hesperia	<p>The majority of Measure I revenue is planned to be utilized for the following types of eligible transportation improvements and policy prioritizations:</p> <ul style="list-style-type: none"> • Intent to allocate 50% or less of anticipated annual revenue on General Program Categorical expenditures. Specifically, the Measure I funds will be utilized annually to supplement the City's Street Division General Maintenance Program. This includes preservation and upkeep of existing and newly reconstructed roads to original constructed condition in order to maintain its integral useful life and to provide safe, convenient, and practical intercity transportation. • Intent to allocate the remaining 50% of the anticipated annual revenue on the rebuilding and betterments of local roadways and alternative transportation. Local roadway betterments are scheduled to be completed under the Annual Street Improvement Project which includes full removal and reconstruction efforts designated to roads in the City in the worst condition. Targeted construction areas included in the current annual project will provide a fourth reconstructed section of Main Street. Other transportation projects in the current fiscal year program include a second phase of the Main Street Traffic Synchronization Project, the Park and Ride Expansion Project, the Aqueduct Crossing Project at the bridge on Main Street, traffic signals at Rancho Road and Maple Avenue as well as Rancho Road and Cottonwood Avenue, the Sultana Street Improvements, the Muscatel Street Improvements, and the Bear Valley Road Bus Stop Relocation. • Beginning in Fiscal Year 2018/19, the first payment of the Rancho Road Interchange Public Share Reimbursement is due to the San Bernardino County Transportation Authority (SBCTA). This 10 year payback agreement between the City and SBCTA allowed the advancement of the Rancho Road interchange project whereby the City borrowed its local share of the project funding from SBCTA. The City obligated Development Impact Fees (DIF) as the source of this repayment, but if insufficient DIF fees are collected, SBCTA will withhold the City's annual Measure I allocation to make the payment whole on an annual basis. It is estimated that approximately 250 new homes will need to be constructed each year to meet the demands of this agreement. Although the economy has improved and development has increased throughout the Victor Valley, Staff is still anticipating that a portion of the City's Measure I annual allocation will have to be scheduled to cover the agreement.

Victorville

The City of Victorville's Measure I Capital Improvement Expenditure Strategy balances expenditures between different categories of projects based on the City's needs. The project categories include the following: new construction; reconstruction and rehabilitation; maintenance; preliminary engineering and environmental studies; right of way acquisition; and final design. Also included are categorical expenditures for maintenance of roads, traffic controls, traffic signals, traffic engineering and the purchase of vehicles or equipment for street related purposes.

New construction can include widening existing roads and bridges, construction of bikeways, sidewalks and curb ramps as an integral part of the street system, and new traffic signals. Reconstruction and rehabilitation can include bridge improvements, removing and replacing pavement sections, asphalt-concrete overlays of one inch or more in thickness or various other methods, including re-striping for bike lanes. Maintenance of roads can include overlays less than one inch, cape seals and slurry seals. Traffic control includes the maintenance and operation of signing and striping including sign and marking replacements and new signs and markings. Traffic signal maintenance includes operations and maintenance for traffic signals and various equipment replacements or upgrades. Traffic engineering encompasses all traffic engineering activities.

San Bndo County

The County intends to expend Measure "I" revenue for a variety of eligible transportation related projects, which includes the rehabilitation and maintenance of pavement surfaces countywide (including but not limited to, asphalt concrete reconstruction, asphalt concrete overlay, surface seals, routine patching of existing asphalt concrete and ADA improvements) and may include projects to improve circulation, drainage and traffic control devices.

Minute Action

AGENDA ITEM: 25

Date: January 9, 2019

Subject:

Apportionment of State and Federal Funds between the Valley and Victor Valley Subareas

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority, approve the apportionment of \$20.6 million of unallocated Valley Subarea equitable share state and/or federal funds to the Victor Valley Subarea for use on projects consistent with the Measure I Major Local Highways Program for the purpose of offsetting Measure I Sales Tax Revenue Bond interest costs incurred through the 2012 and 2014 bond issuances.

Background:

The Measure I 2010-2040 Ordinance specifies that State and Federal transportation funds are to be distributed proportionally among the Measure I Valley and Mountain/Desert subareas. The adopted San Bernardino County Transportation Authority (SBCTA) Measure I 2010-2040 Strategic Plan, Policy 40023, establishes the basis of determining geographic equity in the distribution between Measure I subareas of State and Federal funds over which the SBCTA Board (Board) has allocation authority, which includes Federal Surface Transportation Program (STP) and Congestion Mitigation and Air Quality (CMAQ) funds and State Transportation Improvement Program (STIP), State Local Partnership Program (SLPP), and Local Partnership Program (LPP) funds.

For the purpose of implementing this policy, SBCTA staff has developed a means of tracking State and Federal fair-share distribution over time. To date, approximately \$1.2 billion has been obligated or programmed through 2026 through the 10-Year Delivery Plan to the Valley subarea and \$200 million to the Mountain/Desert subareas, leaving approximately \$800 million and \$574 million available through 2040, respectively. Per the required formula distribution among subareas, this indicates a \$158 million deficit for the Mountain/Desert subareas to date, of which \$58 million is due to the Victor Valley subarea.

The reason for this deficit results largely from the current funding plan and cash flow needs necessary to deliver the I-10 and I-15 Corridor Projects and the Redlands Passenger Rail Project. As such, Mountain/Desert subareas have had, and will continue to have, limited access to State and Federal funds until these projects are completed.

As part of developing the 2012 and 2014 10-Year Delivery Plans, and the desire by the Board to deliver critical regional projects in the Victor Valley at the earliest possible date, Sales Tax Revenue Bonds totaling \$26 million were issued to fund multiple Major Local Highway Program projects for all jurisdictions in the Victor Valley subarea. It should be noted that this was before development of the State and Federal fund equitable share policy.

In preparation for the 2019 Update to the 10-Year Delivery Plan, SBCTA staff has been coordinating with technical staff of Victor Valley jurisdictions to reach consensus on how to apply the bond debt service costs. Because the bond funds were programmed based on the overall funding needs of the Victor Valley Major Local Highways Program, rather than to

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

January 9, 2019

Page 2

specific projects in the Program, the subarea technical staff has agreed to recommend that the bond debt service costs come “off the top” prior to calculation of individual jurisdictional shares. An agenda item was presented to the Mountain/Desert Policy Committee in December 2018 to incorporate this into Measure I Strategic Plan Policy 40013.

However, during these discussions, it became evident that the Victor Valley subarea has bonded and incurred debt service costs that might not have been necessary had its equitable share of State and Federal funds been available to the subarea since the beginning of the Measure. The amount of bonding is less than the equitable share due to the Victor Valley subarea. Because the majority of the Victor Valley’s equitable share of State and Federal funds had been “borrowed” by the Valley subarea, it was recommended that the Valley subarea should fund the bond debt service costs because the Valley subarea benefited at the expense of the Victor Valley subarea.

The total debt service cost on the existing Victor Valley subarea bonds is \$20.6 million through 2040. For the reasons outlined above, staff is recommending that the Board approve an equal amount be apportioned to the Victor Valley subarea from future unallocated Valley subarea State and Federal funds to offset these costs, subject to the approval of the proposed revision of Policy 40013 by the Mountain/Desert Policy Committee. Apportionment of these funds will not impact current allocations to Valley subarea projects. This action will contribute to making the Victor Valley subarea funding whole and contribute toward geographic equity in the distribution of State and Federal funds between Measure I subareas.

Financial Impact:

This item is consistent with the adopted Fiscal Year 2018/2019 Budget.

Reviewed By:

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 13, 2018. It was also reviewed by the Transportation Technical Advisory Committee on December 3, 2018.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 26

Date: January 9, 2019

Subject:

Fiscal Year 2018/2019 Operator Allocations - Mountain Transit

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority, allocate an additional \$2,360,000 of State Transit Assistance Funds to Mountain Transit for the purchase of properties in Crestline and the City of Big Bear Lake.

Background:

Staff is requesting an additional allocation of \$2,360,000 of Mountain/Desert State Transit Assistance-Population Share funds to Mountain Transit. Mountain Transit entered into an agreement with the San Bernardino County Transportation Authority (SBCTA) to conduct a transit operations and maintenance facility upgrade study. The study included two major phases: 1) Conduct an assessment of Mountain Transit's existing facilities and facility needs in Crestline and the City of Big Bear Lake, identify the building space and property required to support those needs, and develop site concepts and cost estimates for the new facilities; and 2) Provide right-of-way support on efforts to identify, evaluate and make recommendations on potential properties that Mountain Transit could acquire to develop new operations and maintenance facilities.

The study was completed with analysis results and recommendations provided. Results of the analysis determined that both facilities currently being operated by Mountain Transit are deficient in size and function to support Mountain Transit's current operations. The facilities would need to be upgraded appropriately to provide for the system's future growth.

In order to adequately support such growth, the study evaluated the future needs of each of the facilities and provided recommendations. The basis of the recommendation is the need to acquire property for each of the facilities as the existing properties are too small and cannot be expanded upon. Ultimately, two property acquisition strategies were provided for each facility.

For the Big Bear facility, nine properties were considered, but only three were suitable to be scored. Of the three, the top two scored within range of each other so either is recommended. One advantage that the number two property had over the number one property was the opportunity for future joint development or development of a transit hub. Because this advantage was not considered a need for the current facility it was not evaluated in the scoring criteria, thus resulting in a number two scoring for this property.

For the Crestline facility, sixteen properties were considered, with four found suitable to be scored. The results determined one property suitable for a new facility. However, a second property was found to be close in proximity to the existing facility so that it provided an option to expand the existing facility rather than relocate the entire facility. Either option is recommended by the study.

Entity: San Bernardino County Transportation Authority

The cost estimate provided for acquisition was as follows:

Big Bear: Site \$2M
Crestline: Site \$360K

Staff is recommending the allocation of \$2,360,000 to Mountain Transit to allow them to move forward on the purchase of the properties. The allocation for design and construction will be done during the next fiscal year when construction estimates have been finalized.

Table 1 – Revised Allocation to Mountain Transit

Fund Source	Original Allocation	Supplemental Allocation	Revised Allocation
Local Transportation Fund	\$2,287,495		\$2,287,495
State Transit Assistance – Operation (Op)	\$33,872		\$33,872
State Transit Assistance – Population (Pop)	\$70,516	\$2,360,000	\$2,430,516
State of Good Repair – Pop	\$137,736		\$137,736
State of Good Repair – Op	\$9,510		\$9,510
Low Carbon Transit Operations Program - Pop	\$63,709		\$63,709
Low Carbon Transit Operations Program - Op	\$4,392		\$4,392
Measure I Senior & Disabled	\$99,501		\$99,501
Federal Transit Administration Section 5311	\$281,774		\$281,774
Congestion Mitigation and Air Quality	\$552,920		\$552,920
Total Allocation	\$3,541,425	\$2,360,000	\$5,901,425

Financial Impact:

This item is consistent with the Fiscal Year 2018/2019 adopted budget.

Reviewed By:

This item was reviewed and unanimously approved by the Transit Committee on December 13, 2018.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

Minute Action

AGENDA ITEM: 27

Date: January 9, 2019

Subject:

Revisions to Measure I Policies 40013 and 40017 - Major Local Highways Program

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority, approve revisions to the Measure I 2010-2040 Strategic Plan Policy 40013 – Victor Valley Major Local Highways Program and Policy 40017 – Rural Mountain/Desert Subareas Major Local Highways Program.

Background:

In a recent review of the Measure I 2010-2040 Ordinance and Expenditure Plan it was discovered that a requirement for periodic review of the Major Local Highways (MLH) Program was not included in the MLH Program policies and has not occurred as required. The proposed revision to Policy 40013 – Victor Valley Major Local Highways Program, VVMLH-1 and to Policy 40017 – Rural Mountain/Desert Subareas Major Local Highways Program, MDMLH-1 addresses this requirement, which provides an opportunity every five years for the Mountain/Desert Policy Committee to make a finding that the MLH Program funds are not required for improvements of benefit to the subarea. If this finding is made, MLH Program revenue would be redirected to the jurisdictions in the subarea in the manner that the Local Streets Projects Program funds are allocated and expended. As this opportunity for such a finding is available for Fiscal Year 2019/2020, staff will present information related to the development of the 2019 Update to the 10-Year Delivery Plan in early 2019 to inform of that decision.

Additionally, as a preliminary task in the development of the 2019 Update to the 10-Year Delivery Plan, staff has reviewed current MLH policies for the Victor Valley subarea and determined policy clarification is needed regarding calculation of equitable shares and responsibility for bonding debt service costs among subarea jurisdictions, along with other minor revisions, as outlined below.

Since February 2018, technical staff from the Victor Valley jurisdictions and San Bernardino County Transportation Authority (SBCTA) staff have met on three occasions, along with numerous phone and email communications, to discuss and reach agreement on policy revisions that would enable and expedite project delivery, ensure funding equity among jurisdictions, and provide for increased efficiency and accuracy in programming future projects.

As originally written, Policy 40013 – Victor Valley Major Local Highways Program, VVMLH-2 (b) provides limited guidance regarding jurisdictional responsibility for bond debt service costs. Since 2012, actual practice has varied somewhat from this policy, necessitated by introduction of new funding sources with “use it or lose it” provisions, existing policy directing delivery of projects at the earliest possible date, and the development and approval of the first 10-Year Delivery Plan in 2012 and subsequent updates.

Entity: San Bernardino County Transportation Authority

Current policy states that a jurisdiction that receives proceeds from a bond sale will have the debt service payment attributed to their jurisdictional equitable share of MLH funds. However, as a result of the actual expenditure of bond funds, it was difficult to apply the bonding debt services costs among the jurisdictions. Bonds were originally secured in order to deliver the I-15 La Mesa/Nisqualli Interchange, but new, unanticipated State Proposition 1B Corridor Mobility Improvement Account (CMIA) funds were awarded to the project. As a result, the bond funds were actually expended on projects for all jurisdictions within the Victor Valley subarea. In addition, in the 2012 and 2014 10-Year Delivery Plans, bonding needs were determined based on the total program funding needs at the time of adoption of the Delivery Plan and not on specific projects.

To address these past costs as well as future bond debt service costs, Victor Valley subarea technical staff has agreed to, and SBCTA staff is recommending, a policy revision which deducts all bond debt service costs “off the top” before calculating jurisdictional equitable share amounts. This allows for the most flexible means of shifting funds between projects to expedite project delivery and leverage existing and new fund sources, and is therefore not a disincentive to bring new federal/state funding to projects and to respond to project delays. It provides greater opportunities for project advancement and leveraging, and reduces the administrative responsibilities and costs.

This proposed policy revision also recognizes that the MLH program is funding regionally significant projects that benefit multiple jurisdictions. Bonding needs will be determined as part of all biennial updates to the 10-Year Delivery Plan and revenues from bond sales will be treated as one of many funding sources available to deliver priority projects submitted by the local jurisdictions. Future bond sales will also require concurrence by the local jurisdictions as part of proposed updates to the 10-Year Delivery Plan.

In addition to the proposed revision in policy, staff is also recommending that an amount equal to the approximately \$20.6 million bonding interest costs incurred to date should be transferred from Valley future State and Federal funds to offset the bonding costs incurred to date for the Victor Valley subarea. SBCTA policy provides for equitable distribution of Federal and State funds among all the Measure I subareas. Currently the majority of State and Federal funds are directed to the Valley subarea for delivery of rail and highway projects. Per the required formula distribution among subareas, this indicates a \$58 million deficit for the Victor Valley subarea through 2026. Had these funds been available at the time, the necessity for bonding in the Victor Valley is questionable. Therefore, it is proposed that the Valley subarea provide from its total share of future State and Federal funds for the bonding costs incurred in the Victor Valley to date. A related item was reviewed at the Metro Valley Study Session in December 2018 for approval of this recommendation.

During the discussion on bond service costs, the topic of equitable shares among jurisdictions was raised. Current policy requires that each jurisdiction shall receive an approximately equivalent share of the total Major Local Highways Program revenue over the life of the Measure. It was proposed by Victor Valley subarea technical staff that the equitable share also include Federal and State funds for which SBCTA policy requires fair-share distribution among subareas. Staff is recommending a revision to the MLH Program policy to include these funds. This change benefits the subarea as a whole in providing flexibility in the use of all funds, at the

same time ensuring that all jurisdictions receive an equitable share of the combined Measure I MLH and State and Federal funds over the life of the Measure.

Among the other policy revisions proposed is language to clarify the time-value of money requirement as it applies to equitable shares. Staff has developed recommended language in order to implement the original intent, which was to insure that no jurisdiction would benefit disproportionately by delivering projects early in the Measure, while at the same time acknowledging that expending all program funds by the end of the Measure takes precedence over allocating an equal share to each jurisdiction. In addition, language is needed to incorporate federal and state Public Share funding.

Staff has developed a tracking method which calculates time-value of money adjustments to equitable shares. While this provides a current snapshot of needed adjustments, it has limited application to long-term planning and programming due to potential delays in project schedules and the variance between projected and actual expenditures occurring in each fiscal year. These factors can cause dramatic shifts annually in future equitable shares among jurisdictions, depending on which and when jurisdictions expend funds. This is especially problematic in the final years of the Measure, increasing the risk of an unexpended balance of funds.

The proposed policy change would require that during the development of the 2030 Update to the 10-Year Delivery Plan, time-value of money adjustments would be calculated and incorporated into project programming for the remaining ten years of the Measure covered by the 10-Year Delivery Plan. This would allow programming decisions to be made and approved that would accomplish the intent of the original policy and provide the availability of an equitable share of Public Share funds to all jurisdictions, while at the same time providing flexibility in the final years to expend all program funds. Jurisdictional shares would be ultimately determined by the jurisdictions' ability to deliver projects based on submitted delivery schedules and cost estimates.

The remaining recommended revisions for Policies 40013 and 40017 are administrative in nature and are meant to clarify language related to how allocations are administered, eligible expenditures, invoicing, and definitions. The proposed policy revisions are attached.

Financial Impact:

This item is consistent with the adopted Fiscal Year 2018/2019 Budget.

Reviewed By:

This item was reviewed on December 14, 2018, by the Mountain/Desert Policy Committee acting as a committee of the whole without a quorum present. It was recommended that this item be placed on the Consent Calendar for approval by the Board. This item was also reviewed by the Transportation Technical Advisory Committee on December 3, 2018. SBCTA General Counsel has reviewed this item and these Policies.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: January 9, 2019
Witnessed By:

San Bernardino County Transportation Authority	Policy	40013
Adopted by the Board of Directors April 1, 2009	Revised	9/6/17
Victor Valley Major Local Highways (VVMLH) Program Measure I 2010-2040 Strategic Plan	Revision No.	45

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

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I. PURPOSE

The purpose of this policy is to establish the requirements for administration of the Victor Valley Major Local Highways Program for Measure I 2010-2040. The policy establishes the fund apportionment and allocation process, the equitable shares for individual jurisdictions, project eligibility, reimbursement mechanisms, limitations on eligible expenditures, and the role of SBCTA. The program will be funded by 25% of the total Measure I 2010-2040 revenue collected in the Victor Valley Subarea. This program will be used by local jurisdictions to fund Major Local Highways projects of benefit to the subarea.

II. REFERENCES

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

SBCTA Congestion Management Plan

III. DEFINITIONS

Major Local Highways Projects: Major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways, where appropriate. These funds may also be used to leverage other state and federal funds for transportation projects and to perform planning/project reports.

Development Share: The percentage share of total project cost assigned as the development contribution percentage as listed in the SBCTA Nexus Study.

Public Share – The share of project cost calculated as the total cost of the project minus the developer share.

Equitable Share – An approximate equal share of the total Victor Valley Subarea Public Share funds consisting of a combination of MLHP and Federal/State Funds for which SBCTA policy requires fair-share distribution among subareas.

Capital Project Needs Analysis (CPNA): A plan of projected local jurisdiction expenditures for the next five years on Major Local Highways eligible for Major Local Highways Program funds, updated annually and submitted to SBCTA by local jurisdictions. The Capital Project Needs Analysis includes anticipated funding sources, funding amounts, project phasing, and availability of development fair share funds.

IV. POLICIES FOR THE VICTOR VALLEY MAJOR LOCAL HIGHWAYS PROGRAM

A. Major Local Highways – Allocation to Eligible Projects

Policy VVMLH-1: The Major Local Highways Program of the Victor Valley Subarea shall be funded from 25% of the Measure I 2010-2040 revenue collected within the subarea. This amount shall

be reserved in a special account to be expended on Major Local Highways Projects of benefit to the subarea. Major Local Highways Projects are defined as major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways. Where appropriate, Major Local Highways Projects funds can be utilized to leverage other state and federal funds for transportation projects and to perform advance planning/project reports.

- a. If, after five years of revenue collection and every five years thereafter, the local representatives from the Victor Valley Subarea and the Mountain/Desert Committee make a finding that Major Local Highways Projects funds are not required for improvements of benefit to the Victor Valley Subarea, then revenue in the Major Local Highways Projects category may be returned to jurisdictions within the Victor Valley Subarea. Such return shall be allocated and expended based upon the formula and requirements established in the general Local Street Projects category.

Policy VVMLH-2: Victor Valley Major Local Highways funds shall be allocated to each jurisdiction over the 30-year life of the Measure, subject to the qualifications stated in the policies below.

- a. ~~Each jurisdiction shall receive an approximately equivalent share of the total revenue raised by Major Local Highways Program over the life of the Measure of the Victor Valley Subarea Public Share funds, including Measure I Major Local Highways, STIP, STP, CMAQ, SLPP, and LPP funds, as adjusted to account for the time-value of money, per Policy VVMLH-4 listed below.~~
- 1) Equitable shares of Public Share funds will be calculated from the beginning of Measure I 2010-2040 and recalculated during the development of updates to the 10-Year Delivery Plan.
 - 2) Costs for Regional Projects that are not subject to development share contributions submitted to the subarea project list by SBCTA or Caltrans, such as interstate, state highways, new major corridors, and contributions to Caltrans projects, would be deducted first before calculation of jurisdictional equitable shares. Regional Projects would be identified in the development of updates to the 10-Year Delivery Plan with concurrence of a majority of Victor Valley Subarea jurisdictions.
- b. ~~If a jurisdiction receives proceeds from a bond sale secured by the Major Local Highways funds, then the portion of the debt service payment attributed to that jurisdiction's projects shall be counted toward that jurisdiction's equitable share percentage. Bonding need is determined based on Victor Valley Subarea cash flow needs as identified in the development of updates to the 10-Year Delivery Plan with concurrence of a majority of Victor Valley jurisdictions.~~
- 1) Bond debt service costs will be deducted first from the available balance of Major Local Highways funds before the determination of equitable share for each jurisdiction.
 - 2) Bond funds will be utilized to best leverage all funding sources in the Victor Valley Subarea.
 - 3) Bond funds may be utilized on any project identified in the 10-Year Delivery Plan at the determination of SBCTA.
 - 4) Bond funds will be expended first before other funding sources, including Major Local Highways funds.
 - 5) Bonding may occur for a local jurisdiction's development share contribution pursuant to Policy VVMLH-32 listed below. All debt service costs are the responsibility of the local jurisdiction and will not reduce the equitable share of other jurisdictions.
- c. Allocations shall be made with an objective of allowing projects from each jurisdiction of the subarea to be developed during each 10 year period of the Measure's life. The intent is to spread projects so that no jurisdiction has to wait until the last part of the Measure to receive benefits of Major Local Highways funds. With the concurrence of all Victor Valley subarea jurisdictions, allocations to projects that are inactive or subject to unanticipated long-term delays may be reallocated to projects that are ready to deliver, with consideration given to jurisdiction equitable shares.

- d. Allocations shall be made to projects from candidate project lists, developed according to Policy VVMLH-3, and shall be documented in the 10-Year Delivery Plan.
- e. Allocations may serve to maximize leveraging of private, local, federal, and State dollars, with attention to leveraging of Interregional Transportation Improvement Program Funds on the Interregional Road System in the rural areas of the Victor Valley Subarea as well.
- f. Allocations shall be made with an objective of delivering projects at the earliest possible date.
- g. SBCTA shall actively engage in planning and project delivery of Major Local Highways Projects in collaboration with local jurisdictions and Caltrans in a manner that will minimize the time and cost of project delivery.

Policy VVMLH-3: A master list of projects eligible for Victor Valley Major Local Highways Program funding shall be maintained and periodically updated as part of the 10-Year Delivery Plan. The list shall be consistent with the project eligibility criteria in Policy VVMLH-1 and shall be approved by the SBCTA Board, based on a recommendation of the Victor Valley ~~S~~ubarea representatives and the Mountain/Desert Committee. In preparing the list, input shall be considered from each of the five local jurisdictions and from other public and private stakeholders, such as Caltrans, neighboring counties, transit agencies, federal agencies, business interests and other non-governmental organizations. The list shall represent the list of eligible projects and may be amended at any time subject to the approvals listed above. The list shall not represent a commitment by SBCTA to fund all or a portion of those projects. Funding commitments will be managed under the terms of Policy VVMLH-6 shown below.

Policy VVMLH-4: Adjustments for the time-value of money for Public Share funds shall be calculated and reviewed in Fiscal Year 2029/2030 for the purpose of programming projects among local jurisdictions in the 10-Year Delivery Plan for the final ten years of the Measure and, where possible, prioritizing project funding to ensure equitable share of Public Share funds by the end of the Measure. Due to the restricted use of Federal and State funds based on program funding criteria and eligibility, calculations for time-value of money will be used as a programming tool and cannot guarantee funding availability. Local jurisdictions shall be responsible for expending their equitable share funding pursuant to paragraph (c) of Policy VVMLH-2 above. shall be based on comparisons of the net present value of Measure I Major Local Highway Program expenditures by Victor Valley jurisdictions, calculated using a discount rate based on the annual change in the Consumer Price Index for the State of California, as maintained by the California Department of Finance. The expenditure date shall be based on the fiscal year of consultant/contractor invoices provided to SBCTA for reimbursement on eligible Major Local Highways Program projects.

Policy VVMLH-5: By September 30 of each year, Victor Valley jurisdictions must submit a Five Year Capital Projects Needs Analysis (CPNA) for projects in the Victor Valley Major Local Highways Program. The CPNAs cover a five year prospective period that commences the following fiscal year. The needs analysis shall document project needs by fiscal year and include anticipated funding sources, funding amounts and project phasing where appropriate. The needs analysis shall also demonstrate the availability of the development mitigation fair share funds, where appropriate for projects in the urbanized Victor Valley. Approval of a jurisdiction's CPNA by the jurisdiction's Council/Board of Supervisors must be accommodated within the timeframe of the September 30 submittal date.

Policy VVMLH-6: Approximately every two years, SBCTA staff shall be responsible for preparation of a 10-Year Delivery Plan, to be approved by the SBCTA Board, that will incorporate the needs and plans for the Victor Valley Major Locals Highways Program. The SBCTA Board of Directors shall annually approve a Measure I revenue estimate for the apportion funds to the Major Local Highways Program in the Victor Valley for the subsequent fiscal year as part of agency budgeting. SBCTA will assess the CPNAs and revenue estimate relative to the 10-Year Delivery Plan and any subsequent allocations to determine whether funding is sufficient to support planned projects. by its February meeting, so that budget documents can be prepared for the subsequent fiscal year, based on a recommendation of the Victor Valley subarea representatives and the Mountain/Desert Committee. The Victor Valley Subarea and Mountain/Desert Committee recommendation shall be informed by

~~requests of Measure I funds contained in the Capital Projects Needs Analysis (CPNA), the status of equitable share percentages from prior years, SBCTA's forecast of Measure I revenue that may be available for the Major Local Highways Program, and SBCTA's assessment of opportunities for leveraging of State and federal funds. The recommendation shall include a table of project phases recommended for funding, project costs, Measure I requests, other funding sources, and the allocation of costs to jurisdictions, at a minimum.~~ SBCTA staff shall maintain a cumulative accounting of allocations to projects by jurisdiction, adding allocations to jurisdictions' accounts each year. Measure I funds shall be retained by SBCTA until reimbursed to jurisdictions based on invoices received.

Policy VVMLH-7: ~~During preparation of each 10-Year Delivery Plan~~ Each year, SBCTA staff will compile a list ~~by of each jurisdiction of,~~ the cumulative amount of ~~Public Share~~ Major Local Highway funds received for projects, requested amount of ~~Public Share~~ Major Local Highway funds, and equitable to-date and future share calculations. This list will be used by members of the subarea and the Mountain/Desert Committee to make their ~~allocation~~ recommendation to the SBCTA Board of Directors ~~on projects to be included in the 10-Year Delivery Plan.~~

Policy VVMLH-8: ~~No longer applicable. Equitable shares may be adjusted based on annexation of unincorporated areas into a city or the incorporation of previously unincorporated areas into a new city.~~

B. Development Fair Share Contribution

Policy VVMLH-9: Development Fair Share Contribution is required by Measure I 2010-2040 for Major Local Highways Projects covered under the Development Mitigation Nexus Study for the urbanized areas or a Traffic Impact Analysis in the non-urban areas, excluding any eligible freeway mainline projects. Development fair share for arterials, interchanges and railroad grade crossings are determined by the most recent version of the Nexus Study adopted by the SBCTA Board of Directors in the urbanized Victor Valley or by a Traffic Impact Analysis as required by the SBCTA Congestion Management Program in the non-urbanized areas.

Policy VVMLH-10: Jurisdictions may borrow from other internal accounts (i.e. within their own jurisdictions) to fund the required development fair share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs. Jurisdictions will maintain a record of borrowing between internal accounts..

C. Cost Reimbursement

Policy VVMLH-11: The Major Local Highways ~~P~~ program shall be administered as a cost reimbursement program. Sponsoring agencies shall enter into Project Funding Agreements with SBCTA prior to receiving authorization from SBCTA to expend funds. Following the authorization to expend funds, the sponsoring agency may incur expenses for the components of the project identified in the scope of work included in the Project Funding Agreement. Local jurisdictions shall not be reimbursed for any costs incurred prior to the execution of the Project Funding Agreement.

Policy VVMLH-12: On an exception basis and subject to SBCTA Board approval, the advanced reimbursement of anticipated expenses may be permissible. Only the right-of-way and construction phases are eligible and are subject to the conditions stated below.

- Right-of-way: Only right-of-way transactions in excess of \$500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SBCTA within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy VVMLH-23.
- Construction: The advanced reimbursement shall be based on an awarded construction contract in excess of \$10,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SBCTA shall reimburse jurisdiction invoices, in

addition to the advanced reimbursement amount, until the public share amount remaining in the contract is equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SBCTA reimbursement requirements.

Policy VVMLH-13: A local jurisdiction may begin expenditure of funds following the execution of the Project Funding Agreement. The Project Funding Agreement shall include the scope of work for a project or project phase and a commitment to provide the development share of the funding through all the phases of the project, as required by Policy VVMLH-9. The Project Funding Agreement shall be executed by the local jurisdiction and SBCTA prior to the expenditure of funding on any phase of the project. Local jurisdictions shall not be reimbursed for any costs incurred prior to the execution of the Project Funding Agreement.

Policy VVMLH-14: Local jurisdictions that desire to deliver a Major Local Highway^s project to which funds cannot be allocated in a given year shall be eligible for reimbursement through an Advance Expenditure Agreement, as found in Policy 40011, Victor Valley Project Advancement and Advance Expenditure Processes.

D. Local Jurisdiction Invoices

Policy VVMLH-15: Local jurisdictions shall submit invoices to SBCTA for actual expenditures incurred for components of a project as identified in the scope of work included in the Project Funding Agreement. Invoices may be submitted to SBCTA no more frequently than monthly.

Policy VVMLH-16: Local jurisdictions shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the jurisdiction must submit the invoice provided by the contractor to the agency, which shall include unit costs, quantities, labor rates and other documentation, as appropriate, to substantiate expenses incurred by the contractor. If jurisdiction staff time reimbursement is requested, documentation must be submitted to substantiate expenses and shall include unit costs, quantities, labor rates and other documentation as appropriate.

Policy VVMLH-17: The sponsoring agency shall be reimbursed for the actual project costs minus the development mitigation fair share percentage documented in the SBCTA Development Mitigation Nexus Study, up to the limit of Measure I Major Local Highways^s funding specified in the Project Funding Agreement.

E. Local Jurisdiction Reimbursement Schedule

Policy VVMLH-18: SBCTA shall reimburse the local jurisdiction for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package.

F. Development Mitigation Fair Share Credit Agreements

Policy VVMLH-19: Local jurisdictions and developers shall be allowed to enter into credit agreements or other arrangements approved by the City Council/Board of Supervisors. Such agreements will be strictly between the local jurisdiction and the developer. Jurisdictions are advised to provide these credit agreements to SBCTA for review to ensure they are structured in a way that will adequately document private share costs for which the jurisdiction desires credit.

Policy VVMLH-20: A copy of the credit agreement or other arrangement and invoices to substantiate quantities and unit costs for a Nexus Study project included in a credit agreement or other arrangement shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy VVMLH-21: Local jurisdictions that submit an invoice involving a credit agreement or other arrangement shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

Policy VVMLH-22: Reimbursement shall occur for only the public share of the Nexus Study project costs.

G. Ineligible Expenditures

Policy VVMLH-23: The following costs are ineligible for reimbursement:

- Additional environmental or architectural enhancement not required as part of the mitigation established in the environmental document(s) prepared for a project.

- Project oversight costs, with the exception of construction support costs.
- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. SBCTA will either:
 - 1) Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the "project portion" calculated as the sales price times the percentage of the acreage actually required for the project, or
 - 2) At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.
- Additional project scope not included in the Project Funding Agreement between the sponsoring agency and SBCTA, except when SBCTA and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

H. Construction Cost Overruns

Policy VVMLH-24: Jurisdictions shall bear full responsibility for construction cost overruns, which is established as any amount in excess of the total cost of the accepted bid and contingencies up to 10% of the construction bid. On an exception basis, SBCTA and the local jurisdiction may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement. ~~On an exception basis, SBCTA and the local jurisdiction may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement.~~

I. SBCTA Project Management

Policy VVMLH-25: SBCTA may manage development and delivery of Major Local Highway projects when requested to do so by the sponsoring jurisdiction. In such cases, SBCTA's costs for project management shall be borne by the sponsoring agency.

Policy VVMLH-26: The following conditions are established for projects under SBCTA project management:

- The sponsoring agency must submit a written request for SBCTA oversight of the project
- SBCTA staff or SBCTA consultants must have available staff resources for project management
- The sponsoring agency shall pay actual SBCTA project oversight costs, to be estimated in advance by SBCTA, as documented by the SBCTA financial management system.

J. Cost Buy-down for Projects with a Development Share Contribution

Policy VVMLH-27: State, federal, or private funds may be used to buy down either the total cost of a project, the public share of the project cost, or the development share of the project cost based on the following criteria:

1. Funds that buy down the total cost of the project (after which the development fair share percentage is applied) include railroad contributions, State grants and Federal Congressional earmarks (through appropriations process, competition, etc.) from transportation sources that are not allocated or approved by SBCTA (e.g., IMD, Demo, Caltrans ATP), TCRP, PNRS, or TIGER with local agency listed as lead recipient, PUC, ~~and~~ and HBP).
2. Funds considered part of the public share of the project cost include apportionments or allocations of State or federal transportation funds to SBCTA for funding of projects, whether managed by SBCTA or local agency (e.g., TCRP and PNRS with SBCTA listed as lead recipient, CMIA, TCIF, SLPP formula and LPP (~~formula and Authority non-competitive~~)), and State allocation and Federal apportionment by SBCTA (e.g., STIP, CMAQ, STP, TEA (SBCTA Allocation), TDA).
3. Funds that buy down the development share of the project cost include other state or federal appropriations of funding to a project from a non-transportation source (e.g., HUD, BIA, DOD) or SLPP and LPP local competitive program (due to its DIF match requirement).

Fund definitions:

- ATP = Caltrans Active Transportation Program
- BIA = Bureau of Indian Affairs or individual tribal contributions
- CMAQ= federal Congestion Mitigation and Air Quality
- CMIA = Corridor Mobility Improvement Account (Proposition 1B)
- Demo = Demonstration project or similar project earmarked for a local jurisdiction in federal appropriations
- DOD = Department of Defense
- HBP = federal Highway Bridge Program
- HPFC = High Priority Freight Corridors Program (SB 1)
- HSIP = Highway Safety Improvement Program
- HUD = federal Housing and Urban Development
- IIP = Interregional Improvement Program
- ITIP = Interregional Transportation Improvement Program
- IMD = federal Interstate Maintenance Discretionary
- LPP = Local Partnership Program (SB 1)
- MAP-21 = federal Moving Ahead for Progress in the 21st Century Act
- PNRS = federal Projects of National and Regional Significance
- PUC = California Public Utilities Commission
- SB 1 = Senate Bill 1, the Road Repair and Accountability Act of 2017
- SCCP = Solutions for Congested Corridor Program (SB 1)
- SHOPP = State Highway Operation and Protection Program
- SLPP = State/Local Partnership Program (Proposition 1B ~~and SB 1~~)
- STIP = State Transportation Improvement Program
- STP = federal Surface Transportation Program
- TCEP = Trade Corridor Enhancement Program (SB 1)
- TCIF = Trade Corridor Improvement Funds (Proposition 1B)
- TCRP = Caltrans Traffic Congestion Relief Program
- TDA = state Transportation Development Act
- TEA = Transportation Enhancement Activities (supplanted by ATP)
- TIGER= federal Transportation Investment Generating Economic Recovery

K. Measure I Reserve

Policy VVMLH-28: SBCTA shall budget for a reserve for the Victor Valley ~~Sub~~area equivalent to 20% of the annual Measure I revenue from the Victor Valley Major Local Highways Program.

Policy VVMLH-29: The 20% reserve shall be established with the first year of Measure I 2010-2040 apportionment, and escalated annually to remain proportional to the growth in annual Measure I revenue.

Policy VVMLH-30: The reserve may be used to:

- Advance federal or state funds that require reimbursement.
- Manage cash flow for the Victor Valley Major Local Highways Program.
- Cover unforeseen expenses associated with projects that received an allocation of Measure I 2010-2040 funds.
- Leverage other state or federal funds to which SBCTA might otherwise lose access.

Policy VVMLH-31: Should Measure I reserves be used, revenue accrual within the year or revenue from the subsequent year's apportionment will be used to replenish the reserve.

L. Development Mitigation Fair Share Loans and Loan Repayment

Policy VVMLH-32: On an exception basis, project sponsors and other participating local jurisdictions may request loans from SBCTA for the development contribution to facilitate project delivery. Any

such loan is subject to approval by the SBCTA Board of Directors on a case-by-case basis after a risk assessment and a complete analysis of the impact of the proposed loan on the other projects in the Major Local Highways Program and on the jurisdiction's equitable share of the Major Local Highways Program. A loan agreement, separate from any other cooperative agreement or funding agreement, shall be approved by the jurisdiction City Council/Board of Supervisors and SBCTA Board of Directors detailing agreement terms. The following set of options for development share loans from SBCTA may be considered by the SBCTA Board:

1. Loans from a jurisdiction's Measure I Local Street Program funds (no bonding) - Allow loans for up to 2/3 of the development share (local share) from a jurisdiction's Measure I Local Street Program "pass-through" funds, with a commitment by the jurisdiction to reimburse the Measure I Local Street Program account with Development Impact Fee (DIF) funds as they are collected or with other legally appropriate non-Measure I funds. Other legally appropriate funds could include proceeds from a Community Facilities District (CFD) or other development-based sources (note: when DIF funds are referenced elsewhere in this policy, this implies other legally appropriate non-Measure I funds as well). This option assumes no bonding is required, i.e. cash flow in the jurisdiction's Local Street Program is sufficient to cover up to 2/3 of local share costs. Conditions for receipt of a loan under this option include:
 - a. Local pass-through funds would be transferred by the jurisdiction to the jurisdiction's DIF fund as an internal loan to pay up to 2/3 of the local share of project invoices. The jurisdiction would need to provide the other 1/3 in cash, as needed for project expenses, from either DIF funds or their own internal loans.
 - b. A maximum 10-year term, beginning at the completion of project construction, would be identified for DIF funds to replenish the local pass-through account. The first annual payment would be no later than the end of construction.
 - c. 100 percent of the jurisdiction's Nexus Study portion of DIF funds not previously committed to projects (or to funding the other 1/3 of the local share) would need to be committed to repayment of the loan by a transfer to the jurisdiction's local pass-through fund.
 - d. No interest would be charged.
 - e. SBCTA would monitor the repayment of the loan through the annual audit process and the annual development mitigation report provided to SBCTA. Records of the transfer of funds to and from the jurisdiction's DIF fund and the Local Street pass-through fund must be attached to the development mitigation report and will be subject to SBCTA audits of the Local Street Program.
 - f. The jurisdiction would need to show the use of the loan funds, its repayment plan, and the use of the funds repaid to the local pass-through fund in its 5-Year Measure I Capital Improvement Plan (CIP). Repaid funds must be used in accordance with the Measure I Local Street Program.
 - g. If the jurisdiction has not repaid the pass-through funds by the end of the term, the term would need to be renegotiated. The jurisdiction would need to continue to repay the loan until it is retired. If full repayment does not occur by the end of Measure I 2010-2040, (i.e. because insufficient DIF funds are collected) the loan obligation will be considered fulfilled.
 - h. In addition to the 2/3 cap on the local share portion to be covered by the loan, a limit on percentage of local pass-through funds may need to be set on a case-by-case basis as a potential hedge against Measure I revenue being lower than forecast.
 - i. Any additional cost of administration of the loan incurred by SBCTA may be included as a cost to be borne by the jurisdiction and may be included in the loan.
2. Loans from a jurisdiction's equitable share of Measure I Major Local Highway-Highwas Program funds (no bonding) - Allow loans for up to 2/3 of the local share from a jurisdiction's Measure I Major Local Highways Program equitable share with a commitment to reimburse the Major Local Highway Program account with DIF funds as they are collected, or other legally appropriate non-

Measure I funds. This option assumes that no bonding is required, i.e. cash flow in the jurisdiction's portion of the Major Local Highways Program is sufficient to cover up to 2/3 of local share costs. Conditions for receipt of a loan under this option include:

- a. Funds from the Major Local Highways Program would be eligible to pay up to 2/3 of the local share of project invoices immediately after the initiation of work activities on the Major Local Highways project. The jurisdiction would need to provide the other 1/3 in cash, as needed for project expenses, from either DIF funds or their own internal loans.
 - b. A maximum 10-year term, beginning at the completion of project construction, would be identified for DIF funds to replenish the Major Local Highways Program fund account. The first annual payment would be no later than the end of construction.
 - c. 100 percent of the jurisdiction's Nexus Study portion of DIF funds not previously committed to projects (or to funding the other 1/3 of the local share) would need to be committed to repayment of the loan.
 - d. No interest would be charged.
 - e. SBCTA would release the Major Local Highways Program funds for use on other projects as the jurisdiction repays with DIF.
 - f. The jurisdiction would need to show the use of the loan funds, its repayment plan, and the use of the funds repaid to the Major Local Highways Program fund account in its 5-Year Measure I CPNA. Repaid funds must be used in accordance with the Measure I Major Local Highways Program.
 - g. If the jurisdiction has not repaid the Major Local Highways Program funds by the end of the term, the term would need to be renegotiated. The jurisdiction would need to continue to repay the loan until it is retired. If it becomes clear that full repayment will not occur by the end of Measure I 2010-2040, (i.e. because insufficient DIF funds are collected) the loan obligation would be considered fulfilled.
 - h. In addition to the 2/3 cap on the local share portion to be covered by the loan, a limit on percentage of Major Local Highways Program funds may need to be set on a case-by-case basis. The reason for this would be as a potential hedge against Measure I revenue being lower than forecast.
 - i. Any additional cost of administration of the loan incurred by SBCTA may be included as a cost to be borne by the jurisdiction and may be included in the loan.
3. Combination of 1 and 2 - Allow a combination of option 1 and option 2 as sources of funding for a local share loan for a Major Local Highways project. The terms would be consistent with the terms specified in each of the two options and negotiated on a case-by-case basis.
 4. Short-term cash loan from SBCTA - Allow a short-term cash loan for up to 2/3 of the local share that would be made available from SBCTA, with a fixed term and an interest rate premium (i.e. 5 year maximum term; Local Agency Investment Fund (LAIF) interest rate plus 3%). This would be conditioned on SBCTA having cash flow available and there being no risk of delay to other SBCTA projects. The cash loan could only be utilized for the PA&ED and Design phases of the Major Local Highways project. The jurisdiction would be in default if it fails to maintain payments, and SBCTA would be given the authority to invoke the terms of options 1, 2, or 3 to make those payments.
 5. Bonding against a jurisdiction's Local Street Program funds - Allow for a jurisdiction to bond for up to 2/3 of the local share against its Measure I Local Street Program "pass-through" funds, with the debt service to be paid by those funds. DIF funds would reimburse the jurisdiction's Local Street account as they are collected, and the additional Local Street funds could be expended on other projects in the jurisdiction's Measure I Local Street Capital Improvement Plan.
 - a. The bond issue could be:

- i. Coordinated with another SBCTA bond issue, in which case SBCTA would make debt service payments from the jurisdiction's Local Street account before sending the remaining funds to the jurisdiction. The jurisdiction would then reimburse SBCTA for their Local Street funds with DIF funds as they are collected, and SBCTA would release a comparable amount of Local Street funds back to the jurisdiction for other projects, or
 - ii. Arranged independently by the jurisdiction, with the debt service paid directly by Local Street funds the jurisdiction receives from SBCTA. In this case, the loan would be internal to the jurisdiction. The CIP would document the loan, and auditing of the Local Street account would track the loan repayment.
 - b. If full repayment of the Local Street account does not occur by the end of Measure I 2010-2040, (i.e. insufficient DIF funds are collected) the repayment obligation to the Local Street account will be considered fulfilled. This is considered consistent with Measure I, given that Measure I funds will not have replaced the development contribution if development has not occurred.
 - SBCTA reserves the right to audit local jurisdiction development mitigation accounts to verify development fee collections used as the basis of loan repayment.
6. Bonding against a jurisdiction's equitable share of Major Local Highways Program funds - Allow for a jurisdiction to bond for up to 2/3 of the local share against its equitable share of Measure I Major Local Highways Program funds, with the debt service to be paid by those funds. DIF funds would reimburse the Major Local Highways Program fund account as they are collected. Conditions for receipt of a loan under this option include:
- a. The bond issue must be approved by the SBCTA Board of Directors based on a recommendation of the Victor Valley subarea representatives and the Mountain/Desert Committee. The Victor Valley subarea representatives and Mountain/Desert Committee recommendation shall be informed by the status of equitable share percentages from prior years, forecast expenditures on other Major Local Highways projects, and SBCTA's forecast of Measure I revenue that may be available for the Major Local Highways Program.
 - b. The bond issue must be coordinated with another SBCTA bond issue, in which case SBCTA would make debt service payments from the Major Local Highway Program fund account.
 - c. Funds from the Major Local Highway Program would be eligible to pay up to 2/3 of the local share of project invoices immediately after the initiation of work activities on the Major Local Highways project. The jurisdiction would need to provide the other 1/3 in cash, as needed for project expenses, from either DIF funds or their own internal loans.
 - d. The term would be identified for DIF funds to replenish the Major Local Highway Program fund account at the time of bond issuance. The first annual payment would be due no later than the end of construction.
 - e. 100 percent of the jurisdiction's Nexus Study portion of DIF funds not previously committed to projects (or to funding the other 1/3 of the local share) would need to be committed to repayment of the loan.
 - f. SBCTA would release the Major Local Highways s Program funds for use on other projects as the jurisdiction repays with DIF. However, a limit on the availability of Major Local Highway Program funds may need to be set on a case-by-case basis. The reason for this would be as a potential hedge against Measure I revenue being lower than forecast.
 - g. The jurisdiction would need to show the use of the loan funds, debt service, its repayment plan, and the use of the funds repaid to the Major Local Highways s Program fund account in its 5-Year Measure I CPNA. Repaid funds must be used in accordance with the Measure I Major Local Highways Program.
 - h. If the jurisdiction has not repaid the Major Local Highway s Program funds by the end of the term, the term would need to be renegotiated. The jurisdiction would need to continue to

repay the loan until it is retired. If it becomes clear that full repayment will not occur by the end of Measure I 2010-2040, (i.e. because insufficient DIF funds are collected) the loan obligation would be considered fulfilled.

- i. In addition to the 2/3 cap on the local share portion to be covered by the loan, a limit on percentage of Major Local Highway s Program funds may need to be set on a case-by-case basis. The reason for this would be as a potential hedge against Measure I revenue being lower than forecast.
- j. Any additional cost of administration of the loan or the bond incurred by SBCTA may be included as a cost to be borne by the jurisdiction and may be included in the loan.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Amended to include policies VVMLH-28 through VVMLH-31 establishing and maintaining a Measure I reserve.	07/07/2010
2	Amended to clarify funds that buy down total project cost versus funds that are applied to the public share and development share of costs in VVMLH-27	03/04/15
3	Added Section VIII (L), Development Mitigation Fair Share Loans and Loan Repayment (Agenda Item 18, 1/6/16)	01/06/16
4	Updated fund definitions to include relevant SB 1 programs and provided other edits for clarification. BOD approved changes 9/6/17, Agenda Item 11.	9/6/2017
<u>5</u>	<u>Added VVMLH-1 (a) in accordance with the Expenditure Plan to allow for a finding for MLH funds to be redirected for use consistent with the Local Streets Projects Program. Updated equitable share language, treatment of bond costs, and allocation process.</u>	

San Bernardino County Transportation Authority	Policy	40017
Adopted by the Board of Directors April 1, 2009	Revised	01/04/17
Rural Mountain/Desert Subareas Major Local Highways (MDMLH) Program Measure I 2010-2040 Strategic Plan	Revision No.	34

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

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I. PURPOSE

The purpose of this policy is to establish the requirements for administration of the Colorado River, Morongo Basin, Mountain, and North Desert Subareas Major/Local Highways Program for Measure I 2010-2040. The policy establishes the fund apportionment and allocation process, project eligibility, reimbursement mechanisms, limitations on eligible expenditures, and the role of SBCTA. The program will be funded by 25% of the total Measure I 2010-2040 revenue collected in each rural Mountain/Desert subarea. Each rural Mountain/Desert Major Local Highway program will be used by local jurisdictions to fund projects of benefit to the subarea.

II. REFERENCES

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

III. DEFINITIONS

Major Local Highways Projects: Major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways, where appropriate. These funds may also be used to leverage other state and federal funds for transportation projects and to perform planning/project reports.

Development Share: The percentage share of total project cost assigned as the development contribution percentage as listed in the Nexus Study or a Traffic Impact Analysis.

Public Share: The share of project cost calculated as the total cost of the project minus the developer share.

IV. POLICIES FOR THE RURAL MOUNTAIN/DESERT SUBAREAS MAJOR/LOCAL HIGHWAYS PROGRAM

A. Major/Local Highways Allocation

Policy MDMLH-1: The Major/Local Highways Program of the Rural Mountain/Desert Subareas shall be funded from 25% of the Measure I 2010-2040 revenue collected within the subareas. This amount shall be reserved in a special account to be expended on Major/Local Highway§ Projects of benefit to the subareas. Major/Local Highway§ Projects are defined as major streets and highways serving as primary routes of travel within each of the subareas, which may include State highways and freeways. Where appropriate, Major/Local Highway§ Projects funds can be utilized to leverage other state and federal funds for transportation projects and to perform advance planning/project reports.

- a. If, after five years of revenue collection and every five years thereafter, the local representatives from an individual subarea and the Mountain/Desert Committee make a finding that Major Local Highways Projects funds are not required for improvements of benefit to that individual subarea, then revenue in the Major Local Highways Projects category may be returned to jurisdictions within that subarea. Such return shall be allocated and expended based upon the formula and requirements established in the general Local Street Projects category.

Policy MDMLH-2: Major/Local Highways funds shall be allocated to each jurisdiction over the 30-year life of the Measure, subject to the qualifications stated in the policies below.

- a. Each jurisdiction shall receive an approximately equivalent share of the total revenue raised by Major Local Highways Program over the life of the Measure, as adjusted to account for the time-value of money, per Policy MDMLH-4 listed below.
- b. If a jurisdiction receives proceeds from a bond sale secured by the Major Local Highways funds, then the portion of the debt service payment attributed to that jurisdiction's projects shall be counted toward that jurisdiction's equitable share percentage.
- c. Allocations shall be made with an objective of allowing projects from each jurisdiction of the subarea to be developed during each 10 year period of the Measure's life. The intent is to spread projects so that no jurisdiction has to wait until the last part of the Measure to receive benefits of Major Local Highway funds.
- d. Allocations shall be made to projects from candidate project lists developed in cooperation with transportation planning partners.
- e. Allocations should serve to maximize leveraging of private, local, Federal, and State dollars, with particular attention to leveraging of Interregional Transportation Improvement Program Funds on the Interregional Road System.
- f. Allocations shall be made with an objective of delivering projects at the earliest possible date.
- g. SBCTA shall actively engage in planning and project delivery of Major/Local highway Projects in collaboration with local jurisdictions and Caltrans in a manner which will minimize the time and cost of project delivery.

Policy MDMLH-3: A master list of projects eligible for Major/Local Highways Program funding shall be maintained and periodically updated by each subarea as part of the 10-Year Delivery Plan. The list shall be consistent with the project eligibility criteria in Policy MDMLH-1 and shall be approved by the Board, based on a recommendation of the subarea representatives and the Mountain/Desert Committee. In preparing the list for each subarea, input shall be considered from the local jurisdictions and from other public and private stakeholders, such as Caltrans, neighboring counties, transit agencies, federal agencies, business interests and other non-governmental organizations. The list shall represent the list of eligible projects and may be amended at any time subject to the approvals listed above. The list shall not represent a commitment by SBCTA to fund all or a portion of those projects. Funding commitments will be managed under the terms of Policy MDMLH-6 shown below.

Policy VVMLH-4: Adjustments for the time-value of money referenced in shall be based on comparisons of the net present value of Measure I Major/Local Highways Program expenditures by jurisdiction, calculated using a discount rate based on the annual change in the Consumer Price Index for Southern California, as maintained by the California Department of Finance. The expenditure date shall be based on the date of consultant/contractor invoices provided to SBCTA for reimbursement on eligible Major/Local Highways Program projects.

Policy MDMLH-5: ~~By September 30 of each year,~~ jurisdictions desiring an allocation of Measure I MLH funds should submit a written request to SBCTA specifying the scope of the project and the requested amount, and other sources required to fully fund the projects, including development mitigation funds. The project for which a request is made must be included on the master list referenced in Policy MDMLH-3. This request will be transmitted by SBCTA to subarea representatives, who will then consider the request and make a recommendation to the

Mountain/Desert Committee. The Mountain/Desert Committee shall consider the request and make a recommendation to the Board in time for the Board's consideration for the annual apportionment and allocation process in February and March of each year. Jurisdictions in the Rural Mountain/Desert Subareas may make such requests at any time, but sequencing the request with the annual apportionment process is preferred.

Policy MDMLH-6: The Board shall apportion funds to the Major Local Highways Program in the rural Mountain/Desert subareas by its February meeting, so that budget documents can be prepared for the subsequent fiscal year, based on a recommendation of the subarea representatives and the Mountain/Desert Committee. The subarea and Mountain/Desert Committee recommendation shall be informed by requests of Measure I funds, the status of equitable share percentages from prior years, SBCTA's forecast of Measure I revenue that may be available for the Major/Local Highways Program, and SBCTA's assessment of opportunities for leveraging of State and federal funds. The recommendation shall include a table of project phases recommended for funding, project costs, Measure I requests, other funding sources, and the allocation of costs to jurisdictions, at a minimum. Staff shall maintain a cumulative accounting of allocations to projects by jurisdiction, adding allocations to jurisdictions' accounts each year. Measure I funds shall be retained by SBCTA until reimbursed to jurisdictions based on invoices received.

B. Development Fair Share Contribution

Policy MDMLH-7: Contributions from new development are required by Measure I 2010-2040 for Major/Local Highway s Projects that have development mitigation identified by a Traffic Impact Analysis, excluding any eligible freeway mainline projects. Each jurisdiction in these subareas is required to submit a Traffic Impact Analysis for development projects in their community. The Traffic Impact Analysis must be prepared in accordance with the guidelines found in Exhibit C of the Congestion Management Plan. The Traffic Impact Analysis will determine what, if any, development mitigation is required to be collected and applied toward Major/Local Highway Projects.

Jurisdictions may also elect to determine development mitigation requirements by sponsoring an amendment to the Nexus Study. The Nexus Study must be done with the agreement of all jurisdictions in the subarea. If this method is chosen, then the Nexus Study will list the eligible projects and the required amounts of development mitigation.

Policy MDMLH-8: Jurisdictions may borrow from other internal accounts (i.e. within their own jurisdictions) to fund the required development fair share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs.

C. Cost Reimbursement

Policy MDMLH-9: The Major/Local Highway s program shall be administered as a cost reimbursement program. Sponsoring agencies shall enter into Project Funding Agreements with SBCTA prior to receiving authorization from SBCTA to expend funds. Following the authorization to expend funds, the sponsoring agency may incur expenses for the components of the project identified in the scope of work included in the Funding Agreement.

Policy MDMLH-10: On an exception basis and subject to Board approval, the advanced reimbursement of anticipated expenses may be permissible. Only the right-of-way and construction phases are eligible and are subject to the conditions stated below.

- Right-of-way: Only right-of-way transactions in excess of \$500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SBCTA within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy MDMLH-20.
- Construction: The advanced reimbursement shall be based on an awarded construction contract in excess of \$10,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SBCTA shall reimburse jurisdiction invoices, in

addition to the advanced reimbursement amount, until the public share amount remaining in the contract is equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SBCTA reimbursement requirements.

Policy MDMLH-11: A local jurisdiction may begin expenditure of funds following the execution of the Project Funding Agreement. The Project Funding Agreement shall include the scope of work for a project or project phase and a commitment to provide the development share of the funding through all the phases of the project, as required by Policy MDMLH-7. The Project Funding Agreement shall be executed by the local jurisdiction and SBCTA prior to the expenditure of funding on any phase of the project. Local jurisdictions shall not be reimbursed for any costs incurred prior to the execution of the Project Funding Agreement.

Policy MDMLH-12: Local jurisdictions that desire to deliver a Major/Local Highway^s Project to which funds cannot be allocated in a given year shall be eligible for reimbursement through an Advance Expenditure Agreement.

D. Local Jurisdiction Invoices

Policy MDMLH-13: Local jurisdictions shall submit invoices to SBCTA for actual expenditures incurred for components of a project as identified in the scope of work included in the Project Funding Agreement. Invoices may be submitted to SBCTA no more frequently than monthly.

Policy MDMLH-14: Local jurisdictions shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the jurisdiction must submit the invoice provided by the contractor to the agency, which shall include unit costs, quantities, labor rates and other documentation, as appropriate, to substantiate expenses incurred by the contractor. If jurisdiction staff time reimbursement is requested, documentation must be submitted to substantiate expenses and shall include unit costs, quantities, labor rates and other documentation as appropriate.

Policy MDMLH-15: The sponsoring agency shall be reimbursed for the actual project costs minus the development mitigation fair share amount documented in the Development Mitigation Nexus Study or in the Traffic Impact Analysis completed under the terms of the Congestion Management Plan, up to the limit of Measure I Major/Local Highway funding specified in the Project Funding Agreement.

E. Local Jurisdiction Reimbursement Schedule

Policy MDMLH-16: SBCTA shall reimburse the local jurisdiction for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package.

F. Development Mitigation Fair Share Credit Agreements

Policy MDMLH-17: Local jurisdictions and developers shall be allowed to enter into credit agreements. Such agreements will be strictly between the local jurisdiction and the developer. Jurisdictions are advised to provide these credit agreements to SBCTA for review to ensure they are structured in a way that will adequately document private share costs for which the jurisdiction desires credit.

Policy MDMLH-18: A copy of the credit agreement and invoices to substantiate quantities and unit costs for a project included in a credit agreement shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy MDMLH-19: Local jurisdictions that submit an invoice involving a credit agreement shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

G. Ineligible Expenditures

Policy MDMLH-20: The following costs are ineligible for reimbursement:

- Additional environmental or architectural enhancement not required as part of the mitigation established in the environmental document(s) prepared for a project.
- Project oversight costs, with the exception of construction support costs
- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. SBCTA will either:

1. Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the "project portion" calculated as the sales price times times the percentage of the acreage actually required for the project, or
 2. At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.
- Additional project scope not included in the Project Funding Agreement between the sponsoring agency and SBCTA except when SBCTA and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

H. Construction Cost Overruns

Policy MDMLH-21: Jurisdictions shall bear full responsibility for construction cost overruns, which is established as any amount in excess of the total cost of the accepted bid and contingencies up to 10% of the construction bid. On an exception basis, SBCTA and the local jurisdiction may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement. ~~On an exception basis, SBCTA and the local jurisdiction may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement.~~

I. Project Management

Policy MDMLH-22: SBCTA may manage development and delivery of Major/Local Highway~~s~~ projects when requested to do so by the sponsoring jurisdiction. In such cases, SBCTA's costs for project oversight shall be borne by the sponsoring agency.

Policy MDMLH-23: The following conditions are established for projects under SBCTA project management:

- The sponsoring agency must submit a written request for SBCTA oversight of the project.
- SBCTA staff or SBCTA consultants must have available staff resources for project management.
- The sponsoring agency shall pay actual SBCTA project oversight costs, to be estimated in advance by SBCTA, as documented by the SBCTA financial management system.

J. Measure I Reserve

Policy MDMLH-24: SBCTA shall budget for a reserve for the each rural mountain/desert subarea equivalent to 20% of the annual Measure I revenue from each Major Local Highways Program.

Policy MDMLH-25: The 20% reserve shall be established with the first year of Measure I 2010-2040 apportionment, and escalated annually to remain proportional to the growth in annual Measure I revenue.

Policy MDMLH-26: The reserve may be used to:

- Advance federal or state funds that require reimbursement.
- Manage cash flow for each Major Local Highways Program.
- Cover unforeseen expenses associated with projects that received an allocation of Measure I 2010-2040 funds.
- Leverage other state or federal funds to which SBCTA might otherwise lose access.

Policy MDMLH-27: Should Measure I reserves be used, revenue accrual within the year or revenue from the subsequent year's apportionment will be used to replenish the reserve.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
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Policy 40017
Rural Mountain/Desert
Major Local Highways Program

5 of 6

0	Adopted by the Board of Directors.	04/01/2009
1	Amended to include policies MDMLH-24 through MDMLH-27 establishing and maintaining a Measure I reserve.	07/07/2010
2	Amended Policy MDMLH-2 (a)-(c) to allocate revenue so that each jurisdiction shall receive an approximately equivalent share and to specify that debt service for bond proceeds secured by Major Local Highway Program revenue shall count toward the jurisdiction's share of program funds. (BOD 12/7/16, Agenda Item 18)	12/07/2016
3	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/2017
<u>4</u>	<u>Added MDMLH-1 (a) in accordance with the Expenditure Plan to allow for a finding for MLH funds to be redirected for use consistent with the Local Streets Projects Program and minor clarifications to allocation and reimbursement process.</u>	

Minute Action

AGENDA ITEM: 28

Date: January 9, 2019

Subject:

Award Contract for General Public Outreach and Event Management Services

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG):

Approve award of Contract No. 19-1002000 with Costin Public Outreach Group for General Public Outreach and Event Management Services for the SBCTA and San Bernardino Council of Governments projects and programs in an amount not-to-exceed \$6,000,000.00.

Background:

Over the course of the next 12-18 months, SBCTA will begin construction on several major projects including the I-10 Corridor Contract 1, Redlands Passenger Rail, US-395, and the Mt. Vernon Viaduct as well as a host of local arterial projects. In an effort to better serve the agency's primary stakeholders with the most up to date and comprehensive project information, SBCTA released the Request for Proposal (RFP) 19-1002000 for General Public Outreach and Event Management Services on September 5, 2018. The goal of this procurement process was to solicit proposals from firms capable of providing public outreach services in an agency-wide capacity that will bring cost savings to each project, efficiencies in processes, and more importantly consistency in services for each project.

On previous projects, the majority of the public outreach services were performed under a subcontract to an external construction management team. The funds used to pay for those services were programmed through each project's construction budget. This agreement will now bring those resources in-house to provide better control of activities and the use of best practices across all projects.

RFP 19-1002000 was sent electronically to approximately thirty-two (32) consultants registered on PlanetBids and was downloaded by twenty-four (24) firms. The solicitation was issued in accordance with current SBCTA policies and procedures for Consultant Services. The RFP was also posted on SBCTA's website.

A Pre-Proposal meeting was held on September 20, 2018, and was attended by eleven (11) firms. Addendum No. 1 was issued on September 20, 2018, to include responses to the questions received and the Pre-Proposal Conference sign-in sheet. Addendum No. 2 was issued on October 2, 2018, responding to questions received prior to the submittal deadline.

Four (4) proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Analyst and found all four proposals to be responsive.

Summary of Evaluation Process

The proposals were disseminated on October 11, 2018, 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 four (4) SBCTA staff members.

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

Evaluators concluded their individual reviews of the proposals and convened to review, discuss and score the proposals. The Evaluation Committee members met on November 1, 2018, and discussed each proposal according to the evaluation criteria, including the proposals strengths and weaknesses. At the completion of discussions the committee members individually scored the proposals based on the following evaluation criteria: Qualifications, Related Experience and References of the Firm – 25 points; Proposed Staffing and Project Organization – 40 points; Work Plan – 15 points; and Price 20 points.

Because of the scoring, the firms were ranked in order of technical merit, and a short-list was developed. The firms short-listed and invited to interviews were: Costin Public Outreach Group, Kleinfelder, and Westbound Communications.

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

On November 8, 2018, interviews were conducted with the short-listed firms. The interviews were scored against the firms' ability to present their skill sets and unique qualifications in a 'sales pitch' format. Panelists evaluated the firms on a scale of 0-100.

The Panel considered all three (3) proposers qualified to perform the work specified in the Request for Proposals. The highest ranked firm, Costin Public Outreach Group, is being selected because of their knowledge of the project(s), experience and staffing suited for the challenge.

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 19-1002000, be awarded to Costin Public Outreach Group. The firm scored 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, debarment checks and reference checks are located in the Contract Audit File.

In addition to performing services for SBCTA projects and programs under Contract 19-1002000, Costin Public Outreach Group will perform services for SBCOG projects and programs, which will be paid from SBCOG funding sources. Attachment A provides a breakdown of costs by project.

Financial Impact:

This item is consistent with the Fiscal Year 2018/2019 budget under various task numbers from multiple SBCTA/SBCOG projects and programs.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 12, 2018. The Procurement Manager and General Counsel have reviewed this item and the draft agreement.

Responsible Staff:

Tim Watkins, Chief of Legislative and Public Affairs

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

Contract Summary Sheet

28.a

General Contract Information

Contract No: 19-1002000 Amendment No.: _____ Sole Source? No

Vendor No.: 03447 Vendor/Customer Name: Costin Public Outreach Group

Description: General Public Outreach and Event Management Services

Estimated Start Date: 01/15/2019 Expiration Date: 01/15/2023 Revised Expiration Date: _____

List Any SBCTA Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$	6,000,000.00	Original Contingency
Prior Amendments	\$	-	Prior Amendments \$ -
Current Amendment	\$	-	Current Amendment \$ -
Total/Revised Contract Value	\$	6,000,000.00	Total Contingency Value \$ -
Total Dollar Authority (Contract Value and Contingency)			\$ 6,000,000.00

Contract Authorization

Board of Directors _____ Date: 01/09/2019 Board _____ Item # 5372

Contract Management (Internal Purposes Only)

Payable _____ Other Contracts _____ No Budget Adjustment _____

Accounts Payable			
Total Contract Funding: \$		6,000,000.00	Total Contingency: \$ -
GL: 41101 401 08201 08231 54520	41100000	2,927,109.00	GL: 41101 401 08201 08231 54520
GL: 41201 401 08301 08941 54520	41100000	25,000.00	GL: 41201 401 08301 08941 54520
GL: 42301 401 08201 08911 54520	41100000	104,431.00	GL: 42301 401 08201 08911 54520
GL: 60101 401 08601 08271 54520	48005007	376,200.00	GL: 60101 401 08601 08271 54520
GL: 41101 401 08201 08871 54520	41100000	274,230.00	GL: 41101 401 08201 08871 54520
GL: 41201 401 08301 08031 54520	41100000	48,330.00	GL: 41201 401 08301 08031 54520
GL: 41201 401 08301 08981 54520	41100000	106,200.00	GL: 41201 401 08301 08981 54520
GL: 41201 401 08301 08971 54520	41100000	135,000.00	GL: 41201 401 08301 08971 54520
GL: 41201 401 08301 08991 54520	41100000	25,000.00	GL: 41201 401 08301 08991 54520
GL: 41201 401 08301 08951 54520	41100000	31,500.00	GL: 41201 401 08301 08951 54520
GL: 41201 401 08301 08531 54520	41100000	117,898.00	GL: 41201 401 08301 08531 54520
GL: 41101 401 08201 08541 54520	41100000	72,000.00	GL: 41101 401 08201 08541 54520
GL: 41201 401 08301 08931 54520	41100000	72,000.00	GL: 41201 401 08301 08931 54520
GL: 41101 401 08201 08521 54520	41100000	1,133,102.00	GL: 41101 401 08201 08521 54520
GL: 41501 301 03151 03241 54520	41100000	225,000.00	GL: 41501 301 03151 03241 54520
GL: 41601 301 03151 03341 54520	41100000	225,000.00	GL: 41601 301 03151 03341 54520
GL: 41501 301 03151 03361 54520	41100000	18,000.00	GL: 41501 301 03151 03361 54520
GL: 10401 301 03141 03741 54520	41200000	9,000.00	GL: 10401 301 03141 03741 54520
GL: 29111 011 05011 00001 54520	48007000	75,000.00	GL: 29111 011 05011 00001 54520
Accounts Receivable			
Total Contract Funding: \$		-	
Funding Agreement No: _____		Reversion Date: _____	
GL: _____		GL: _____	

Tim Watkins

Otis Greer

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Departments will charge to the appropriate string when services are provided.

Attachment: Costin CSS [Revision 1] (5372 : Award Contract for General Public Outreach and Event Management Services)

Exhibit A

Scope of Work General Public Outreach/Event Management

The CONSULTANT will develop a public outreach and messaging work plan for each project, and coordinate with SBCTA Media Services and Graphic Design Consultants to provide consistent thematic messaging for all projects. Furthermore, the CONSULTANT will be responsible for developing a marketing and advertising strategy leading up to and including the service launch of express lane projects (i.e. the I-10 Corridor Project).

The Public Outreach Team will provide support in the following areas:

- Developing agency messaging materials and talking points for briefing documents
- Facilitating multilingual public meetings and public hearings and recording of meeting minutes
- Coordination with Construction teams and Public Outreach staff for development and delivery of project-specific construction alerts and mitigation messaging
- Develop advertisement and marketing campaigns (including print, radio, and television)
 - SBCTA and SBCOG
- General Event Management services:
 - Public Outreach Meetings/Ground Breaking/Ribbon Cutting
 - Other SBCTA Special Events (i.e. Business to Business Expo)
- Conducting public surveys
- Coordinating Community Advisory Groups
- Website content development and updating
- Coordination with professional and industry associations
- Developing a strategic plan for the use of digital and social media for public outreach
- Other outreach roles currently not identified after advance consultation between SBCTA and Public Outreach Team

Potential Project List for Outreach Support – Other projects may be added at any time.

PROJECT DELIVERY	Environmental Meeting	Environmental Public Outreach	Start of Construction	Open for Beneficial Use
SR 60 Archibald			10/17/2019	2/8/2021
US 395			06/12/2019	3/25/2020
Mt. Vernon Viaduct			11/26/2019	06/27/2022
SR 210 Baseline IC				
SR 210 Lane Addition			9/12/2019	08/23/2022
I-10 Mt. Vernon IC	X	7/27/2019	8/11/2021	5/10/2023
I-10 Corridor Contract 1			11/26/2018	3/20/2023
I-10 Cedar IC			2/18/2021	11/23/2022
I-10 University IC			03/14/2019	11/13/2019
I-10 Alabama Ave IC			12/21/2020	10/12/2021
I-215 University Parkway			9/10/2020	07/6/2021
I-10 EB TCL Extension			1/4/2021	3/9/2022
SR 60 Central Ave IC			8/14/2019	12/1/2020
I-15 Corridor Phase 1			6/2/2021	2/13/2024
I-215 Barton Rd IC			n/a	2/6/2020
RAIL/TRANSIT				
Redlands Passenger Rail			06/01/2019	12/31/2021
West Valley Connector			06/01/2020	06/01/2022
DMU to ZEMU	X	mid-2020		2022
Private Network Program			12/01/2018	12/01/2019

PUBLIC OUTREACH BREAKDOWN BY PROJECT
ATTACHMENT A

PROJECT	PROGRAMMED FOR OUTREACH	CONTINGENCY
Private Transportation Provider Pilot Program	\$ 9,000.00	
Redlands Passenger Rail	\$ 225,000.00	
West Valley Connector	\$ 225,000.00	
DMU to ZEMU Vehicle	\$ 18,000.00	
Intergovernmental - Council of Governments	\$ 75,000.00	
I-10 Corridor Contract 1	\$ 2,927,109.00	
US 395 Widen SR-18/Chamberlaine/City Adelanto	\$ 104,431.00	
State Route 210 Lane Addition	\$ 274,230.00	
I-10 Eastbound Truck Climb/Live Oak/County	\$ 72,000.00	
I-15 Corridor Phase 1	\$ 1,133,102.00	
SR 60 Archibald Avenue Interchange	\$ 25,000.00	
SR 210 Baseline Road Interchange	\$ 48,330.00	
I-10 Mount Vernon Avenue Interchange	\$ 106,200.00	
I-10 Cedar Avenue Interchange	\$ 135,000.00	
I-10 University Street Interchange	\$ 25,000.00	
I-10/Alabama Street Interchange	\$ 31,500.00	
I-215 University Pkwy/State Street Interchange	\$ 117,898.00	
SR 60 Central Avenue Interchange	\$ 72,000.00	
Mount Vernon Avenue Viaduct	\$ 376,200.00	
	\$ 6,000,000.00	\$ -

Minute Action

AGENDA ITEM: 29

Date: January 9, 2019

Subject:

Board Member Appointments

Recommendation:

- A. Note the Presidential re-appointment of Council Member David Avila, City of Yucaipa; Council Member Bill Jahn, City of Big Bear Lake; and Mayor Deborah Robertson, City of Rialto, to the SBCTA Transit Committee for additional two-year terms effective January 1, 2019 and expiring December 31, 2020.
- B. Note the Presidential re-appointment of Mayor Pro Tem Alan Wapner, City of Ontario to the California Association of Councils of Governments (CALCOG) for an additional two-year term effective January 1, 2019 and expiring December 31, 2020.
- C. Note the Presidential re-appointment of Mayor Pro Tem Alan Wapner, City of Ontario and Mayor Deborah Robertson, City of Rialto, to the Metro Gold Line Foothill Extension Construction Authority for additional two-year terms effective January 1, 2019 and expiring December 31, 2020.
- D. Approve the re-appointment of Supervisor Curt Hagman, County of San Bernardino, to the Gold Line Phase II Joint Powers Authority to serve as the alternate member for an additional two-year term effective January 1, 2019 and expiring December 31, 2020.
- E. Approve the re-appointment of Mayor Larry McCallon, City of Highland, to the Mobile Source Air Pollution Reduction Review Committee (MSRC) to serve as the primary member for an additional two-year term effective January 1, 2019 and expiring December 31, 2020.
- F. Note the vacancy on the One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority.
- G. Note the vacancy on the California Vanpool Authority (CalVans) Board for an alternate member.
- H. Note the vacancy on the Mobile Source Air Pollution Reduction Review Committee for an alternate member.
- I. Note the vacancies on the Transit Committee for a Mountain/Desert Board Member, who also serves on the Board of a Mountain/Desert transit agency, and one Valley Board Member.
- J. Note the vacancy on the Southern California Association of Governments (SCAG) Energy and Environment Committee.
- K. Note County subarea caucus results to select a member from the East Valley to serve on the General Policy Committee. The term of this appointment expires on June 30, 2019.

Background:

Recommendation A: This recommendation is to note the Presidential re-appointment of Council Member David Avila, Council Member Bill Jahn and Mayor Deborah Robertson to the Transit Committee for an additional two-year term expiring on December 31, 2020.

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority

San Bernardino County Transportation Authority (SBCTA) Policy No. 10001 authorizes the SBCTA President to make Presidential appointments to SBCTA Policy Committees.

Recommendation B: This recommendation is to note the Presidential re-appointment of Mayor Pro Tem Alan Wapner to the California Association of Councils of Governments (CALCOG) for an additional two-year term expiring on December 31, 2020. CALCOG provides a forum for study, discussion and action on statewide problems of mutual interest to cities, counties and councils of governments.

Recommendation C: This recommendation is to note the Presidential re-appointment of Mayor Pro Tem Alan Wapner and Mayor Deborah Robertson to the Metro Gold Line Foothill Extension Construction Authority (Authority) for an additional two-year term expiring December 31, 2020. The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. Members receive a stipend of \$150 for each day spent on Authority business, not to exceed \$600 per month paid by the Authority.

Recommendation D: This recommendation requests approval to re-appoint Supervisor Curt Hagman to the Gold Line Phase II Joint Powers Authority (JPA) to serve as the alternate member for an additional two-year term expiring on December 31, 2020. The Gold Line Phase II JPA is formed by the 14 cities along the Gold Line route and SBCTA. It is the forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members of the Gold Line Phase II JPA receive a stipend of \$150.00 paid by the Gold Line Phase II JPA.

Recommendation E: This recommendation requests approval to re-appoint Mayor Larry McCallon, City of Highland, to the Mobile Source Air Pollution Reduction Review Committee to serve as the primary member for an additional two-year term expiring on December 31, 2020. This committee develops and implements work programs which reduce mobile source emissions, funded by AB2766. County Commissions, South Coast Air Quality Management District, and Air Resources Board have one appointment with alternates. Members receive a stipend of \$100 per day paid by SBCTA.

Recommendation F: This recommendation is to note the vacancy on the One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority. The OWOW Steering Committee is responsible for developing the integrated Regional Water Management Plan for the Santa Ana River and meets the 4th Thursday of every other month at 11:00 AM, at the Santa Ana Watershed Project Authority (SAWPA). This is a SBCTA Board appointment. Board members interested in appointment to this committee should notify the SBCTA President or Clerk of the Board.

Recommendation G: This recommendation is to note the vacancy on the California Vanpool Authority (CalVans) Board for an alternate member. CalVans is a Joint Powers Authority public transit agency formed in 2011 that currently operates in 13 California urbanized areas including Riverside, Imperial, Ventura and Kern counties. The CalVans Board meetings occur on the second Thursday of each month at 10:00 AM, typically by phone. This is a Presidential appointment. Board members interested in this appointment should notify the SBCTA President or Clerk of the Board.

Recommendation H: This recommendation is to note the vacancy on the Mobile Source Air Pollution Reduction Review Committee for an alternate member. The MSRC meetings are generally the 3rd Thursday of every month at 2:00 PM. This is a SBCTA Board appointment. Board members interested in appointment to this committee should notify the SBCTA President or Clerk of the Board.

Recommendation I: This recommendation is to note two vacancies on the SBCTA Transit Committee: One for a Mountain/Desert Board Member, who also serves on the Board of a Mountain/Desert transit agency; and one Valley Board Member. This is a Presidential appointment. Board members interested in appointment to this committee should notify the SBCTA President or Clerk of the Board.

Recommendation J: This recommendation is to note the vacancy for a member of the Board to serve on the SCAG Energy and Environment Committee. Board policy states that appointees to Southern California Association of Governments (SCAG) Committees must be Board Members. However, should there not be a Primary Board Member able to serve an Alternate Board Member may be appointed. The SBCTA President is authorized to make appointments to SCAG Committees. SCAG Committees meet the first Thursday of each month. Subregional appointees receive a stipend of \$120 for up to four Policy or Task Force meetings per month paid by the SCAG. Board members interested in appointment to this committee should notify the SBCTA President or Clerk of the Board.

Recommendation K: The County Board of Supervisors (BOS) will caucus to select a member representing the East Valley to serve on the General Policy Committee. This vacancy is a result of the recent elections. The term of this appointment expires on June 30, 2019. The caucus results will be announced during this item.

A listing of SBCTA Appointments to External Agencies and SBCTA Policy Committee Membership are included in the appendix of the SBCTA Board of Directors agenda.

Financial Impact:

This item does not impact the Fiscal Year 2018/2019 budget.

Reviewed By:

This item has not received prior policy committee review.

Responsible Staff:

Vicki Watson, Clerk of the Board

Approved
Board of Directors
Date: January 9, 2019
Witnessed By:

Minute Action

AGENDA ITEM: 30

Date: January 9, 2019

Subject:

Hearings to Consider Resolutions of Necessity for Parcels for State Route 60 Central Avenue Improvement Project in the City of Chino

Recommendation:

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

- A. Conduct public hearings to consider condemnation of interests in real property required for the State Route 60 (SR 60) Central Avenue Improvement Project in the City of Chino; and
- B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-006 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Amtee Investments, LLC, a limited liability company (Assessor's Parcel Number [APN] 1015-041-12) (hereinafter "Amtee Property"). The Resolution must be approved by at least a two-thirds majority; and
- C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-007 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: G6 Hospitality Property, LLC, a limited liability company (APN 1015-041-07) (hereinafter "G6 Property"). The Resolution must be approved by at least a two-thirds majority; and
- D. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-008 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Lucrative Network, LLC, a limited liability company (APN 1015-041-06) (hereinafter "Lucrative Property"). The Resolution must be approved by at least a two-thirds majority; and
- E. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-009 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Thrifty Oil Company, a California corporation (APN 1015-271-05) (hereinafter "Thrifty Oil Property"). The Resolution must be approved by at least a two-thirds majority; and
- F. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-010 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Elite Dynamics, Inc., a California corporation (APN 1015-301-01) (hereinafter "Elite Property"). The Resolution must be approved by at least a two-thirds majority.

Entity: San Bernardino County Transportation Authority

Background:

On June 4, 2014, the San Bernardino County Transportation Authority (SBCTA) Board approved Cooperative Agreement No. 15-1001091 with the City of Chino which defined the roles and responsibilities on the SR 60 Central Avenue Improvement Project. Under this agreement, SBCTA is the lead agency for the Right-of-Way (ROW) phase with the City of Chino providing oversight. On November 1, 2017, the Board approved Amendment No. 1 to Cooperative Agreement No. 15-1001091 which allowed SBCTA to exercise eminent domain if needed. In early November 2017, outreach began to property owners potentially affected by the project; representatives from SBCTA and the City of Chino contacted and met with owners and tenants to discuss the project, explain potential ROW needs, and answer questions.

In July 2018, offers of just compensation were made to owners of five properties for partial permanent rights and temporary construction easements. The permanent rights are needed to accommodate the widening of Central Avenue and to construct sidewalks and ramps which comply with the Americans with Disabilities Act. All five properties are occupied commercial properties and are either owned by limited liability companies (LLCs) or corporations. The acquisition status is different for each property; however, the voluntary acquisition process for each company is requiring review and approval by either their corporate offices and/or attorneys. In order to keep the project on schedule, eminent domain proceedings are being started on these properties. SBCTA ROW agents are concurrently working with each property owner to discuss the project, answer questions, and enter into a purchase and sale agreement. If a purchase and sale agreement is signed, eminent domain proceedings would be concluded at the close of escrow.

In order to initiate condemnation proceedings, there must first be Resolution of Necessity hearings for each property which confirms the need for each property for the Project. The purpose of this agenda item is to present information regarding the upcoming hearings for Resolutions of Necessity for five properties in which interests are needed for construction and operation of the SR 60 Central Avenue Improvement Project.

The owners of the properties are:

- Amtee Investment, LLC
- G6 Hospitality Property, LLC
- Lucrative Network, LLC
- Thrifty Oil Company
- Elite Dynamics, Inc.

SBCTA's ROW agents have presented offers to each property owner and will continue to attempt to acquire the property interests through negotiated sale. Resolutions of Necessity are recommended in order to maintain the project schedule in case purchase and sale agreements are not executed in time to allow SBCTA to advertise the construction contract as planned.

Support for the Resolutions of Necessity

SBCTA is authorized to acquire property by eminent domain pursuant to the California Public Utilities Code Sections 130220.5 and 130809(b)(4). Eminent domain will allow SBCTA to obtain legal rights to the property interests needed for the Projects if a negotiated sale cannot be

San Bernardino County Transportation Authority

reached. A Resolution of Necessity is the first step in the eminent domain process. Since the process takes several months, it is necessary to start this process now to ensure that the property interests are obtained to meet the scheduled start of construction in fall 2019.

In order to adopt the Resolutions of Necessity, SBCTA must make the four findings discussed below for each of the property interests. The issue of just compensation for these property interests is not addressed by these Resolutions of Necessity and is not to be considered at the hearings. The four necessary findings are as described below.

1. The public interest and necessity require the project.

The SR 60 Central Avenue Improvement Project is located in the City of Chino and the limits of improvements along Central Avenue extend from Walnut Avenue to approximately 480 feet south of Philadelphia Avenue. The project is needed to address existing traffic operational deficiencies and forecasted congestion along Central Avenue. A Traffic Operational Analysis Report was prepared in April 2017, and confirmed that the vehicular queues for vehicles entering the freeway on-ramps exceeded the storage on the left turn lanes and, in turn, affected through traffic along Central Avenue. The traffic analysis indicated that daily intersection delay times will worsen by over 100% for the eastbound ramps and over 130% for the westbound ramps between 2016 and 2040. The Central Avenue Bridge also does not have shoulders for impaired vehicles, bicyclists, or emergency responders and lastly, there are several areas where pedestrian access does not comply with the American with Disabilities Act. Relinquishments of access rights are also needed from three properties in order to preserve State Highway Access Control limits. State Access Control is needed for operational and safety reasons and ensures that vehicles entering or exiting the freeway are not impacted by vehicles from private driveways. The project proposes to widen the existing Central Avenue Bridge over SR 60, widen both westbound and eastbound on-ramps, improve both ramp intersections, improve pedestrian access, construct drainage improvements, and install replacement landscape planting.

2. The project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

The project was designed to minimize right of way acquisition from adjacent private property. Permanent acquisition is needed primarily to accommodate a slight widening of Central Avenue for alignment of lanes across the westbound ramp intersection and also to correct areas within the project limits that do not comply with Americans with Disabilities Act requirements. Temporary construction easements are needed to allow the contractor suitable access to work areas. Driveways to businesses will be kept open during construction. SBCTA ROW agents have been in communication with property owners to discuss their business needs in order to cause the least private injury while accomplishing the greatest public good through this project.

3. The properties sought to be acquired are necessary for the project.

Amtee Investment, LLC: permanent and temporary rights are needed to reconstruct an existing driveway, a portion of which is in private property, to accommodate the widening of Central Avenue and to reconstruct the existing pedestrian path of travel to comply with the Americans

with Disabilities Act. Permanent acquisition of 290 square feet is needed along with 863 square feet of temporary construction easement area.

G6 Hospitality Property, LLC: permanent and temporary rights are needed to reconstruct an existing driveway, a portion of which is in private property, to accommodate the widening of Central Avenue and to reconstruct the existing pedestrian path of travel to comply with the Americans with Disabilities Act. Permanent acquisition of 430 square feet is needed along with 587 square feet of temporary construction easement area.

Lucrative Network, LLC: permanent and temporary rights are needed to reconstruct an existing driveway, a portion of which is in private property, and removal of a landscaped parkway to accommodate the widening of Central Avenue and to reconstruct the existing pedestrian path of travel to comply with the Americans with Disabilities Act. Relinquishment of approximately 54 feet of access rights is also needed to preserve the State Highway Access Control limits; this relinquishment will not affect any existing driveways. Permanent acquisition of 814 square feet is needed along with 894 square feet of temporary construction easement area.

Thrifty Oil Company: permanent and temporary rights are needed to reconstruct an existing driveway, a portion of which is in private property, to accommodate the widening of Central Avenue and to reconstruct the existing pedestrian path of travel to comply with the Americans with Disabilities Act. Relinquishment of approximately 12 feet of access rights is also needed to preserve the State Highway Access Control limits; this relinquishment will not affect any existing driveways. Permanent acquisition of 317 square feet is needed along with 1,998 square feet of temporary construction easement area.

Elite Dynamics, Inc.: Temporary rights are needed to reconstruct an existing driveway within public right of way to accommodate the widening of Central Avenue and to reconstruct the existing pedestrian path of travel to comply with the Americans with Disabilities Act. Relinquishment of approximately six feet of access rights is also needed to preserve the State Highway Access Control limits; this relinquishment will not affect any existing driveways. A temporary construction easement area of 1,223 square feet is needed.

4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.

The permanent and temporary rights needed from properties listed below were appraised and offers for the full amount of the appraisals were made to the owner or owners of record in accordance with Section 7267.2 of the Government Code. Offer packages were sent via certified mail.

- The offer for the Amtee Investment, LLC property was sent on July 23, 2018.
- The offer for the G6 Hospitality Property, LLC property was sent on July 23, 2018.
- The offer for the Lucrative Network, LLC property was sent on July 23, 2018.
- The offer for the Thrifty Oil Company property was sent on July 23, 2018.
- The offer for the Elite Dynamics, Inc. property was sent on July 23, 2018.

Board of Directors Agenda Item

January 9, 2019

Page 5

Upon completion of the Projects, SBCTA will transfer property interests acquired for the Projects to Caltrans or to the City of Chino for those real property interests that will be incorporated into the State Highway System or the City facility, respectively.

Financial Impact:

This item is consistent with the Fiscal Year 2018/2019 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0893 SR 60 Central Improvement Project.

Reviewed By:

This item was reviewed and recommended (11-0-0) to proceed to Hearings of Resolutions of Necessity by the Board of Directors without a quorum of the Board present at the Board of Directors Metro Valley Study Session on September 20, 2018. SBCTA General Counsel has reviewed this item and the draft resolutions.

Responsible Staff:

Paul Melocoton, Project Manager

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

San Bernardino County Transportation Authority

Attachment A

PowerPoint Presentation

and

Letters Submitted for the Public Hearing

STATE ROUTE 60 CENTRAL AVENUE IMPROVEMENT PROJECT

PRESENTATION FOR RESOLUTION OF NECESSITY FOR PROJECT RIGHT OF WAY

Board of Directors
January 9, 2019



cta

San Bernardino County
Transportation Authority

SBCTA IS REQUESTED TO MAKE FOUR FINDINGS FOR EACH PROPERTY:

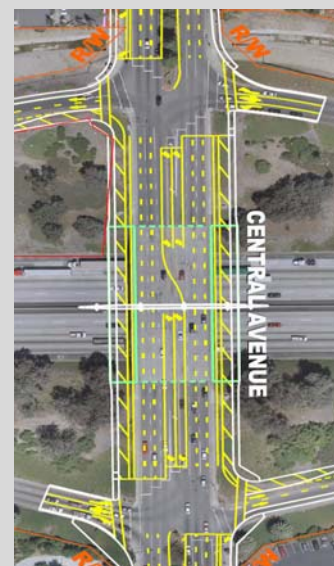
1. The public interest and necessity require the proposed project
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project
4. The offer of just compensation has been made to the property owner



SBCTA FINDINGS

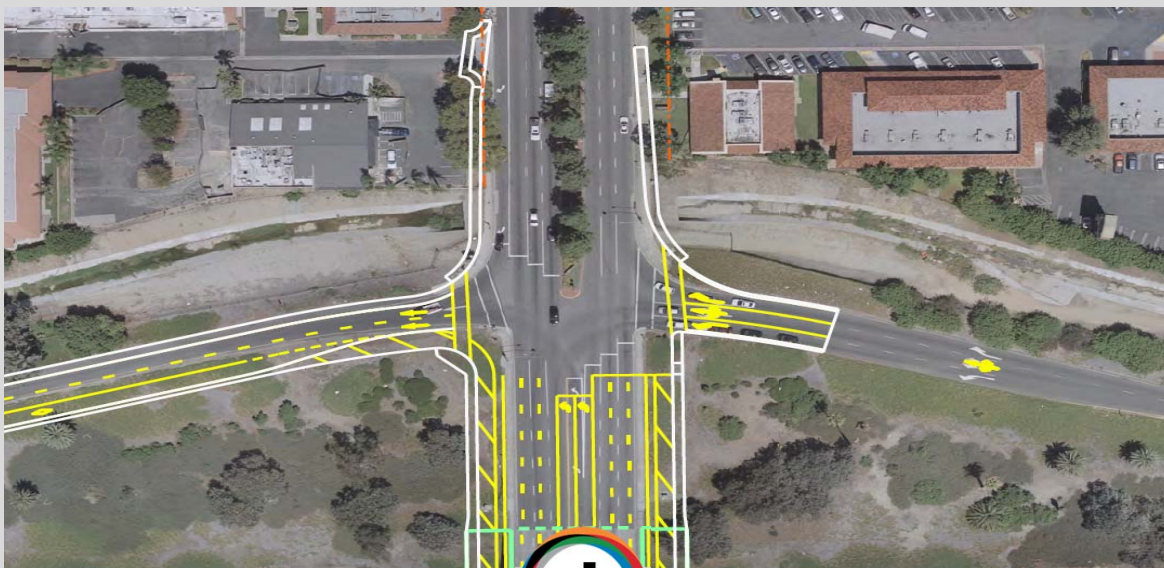


FINDING NO. 1: The public interest and necessity require the proposed project



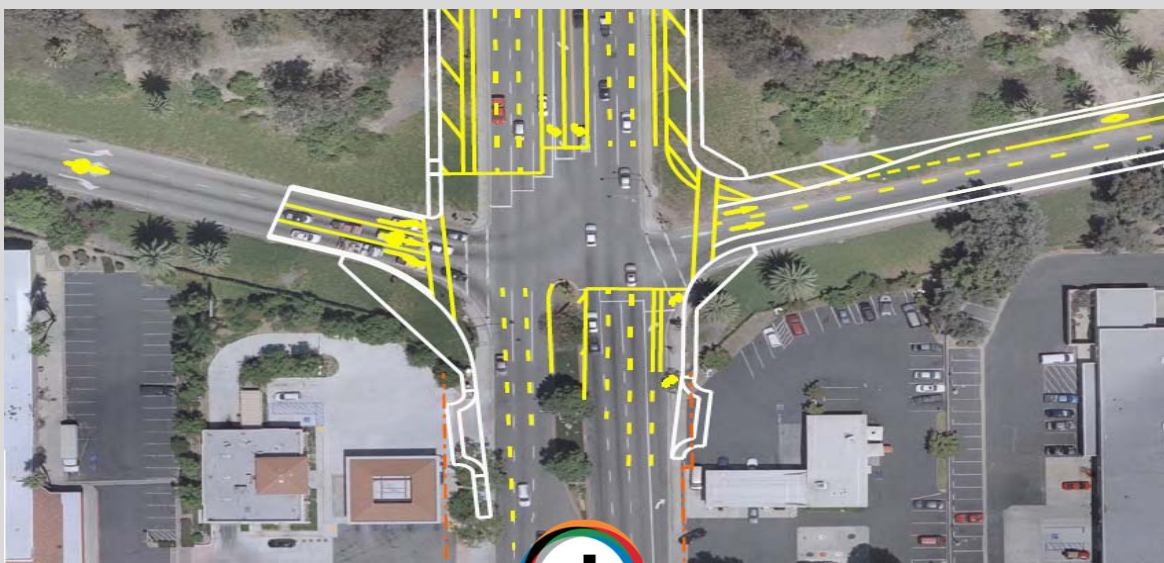
SR-60 Central Avenue Interchange

FINDING NO. 2: The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury



SR-60 Central Avenue Interchange

FINDING NO. 2: The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury



SR-60 Central Avenue Interchange

FINDING NO. 3: The real property to be acquired is necessary for the project



Amtee Investment, LLC



APN 1015-041-12; RON 19-006

FINDING NO. 3: The real property to be acquired is necessary for the project



Amtee Investment, LLC



APN 1015-041-12; RON 19-006

FINDING NO. 3: The real property to be acquired is necessary for the project

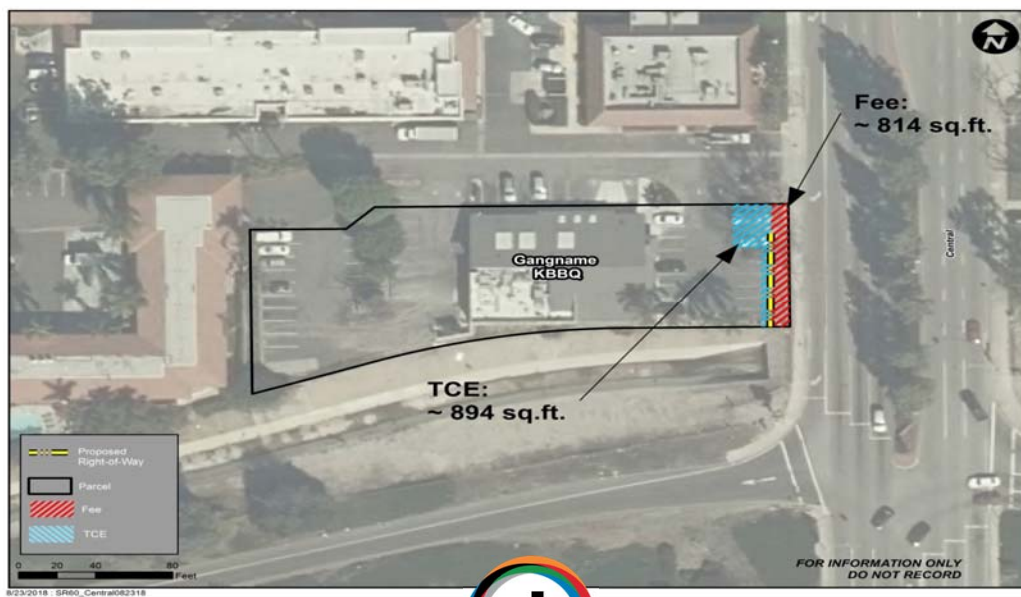


G6 Hospitality Property, LLC



APN 1015-041-07; RON 19-007

FINDING NO. 3: The real property to be acquired is necessary for the project



Lucrative Network, LLC



APN 1015-041-06; RON 19-008

Attachment: Attachment A - Presentation and Public Letters (5157 : SR 60 Central RONs)

FINDING NO. 3: The real property to be acquired is necessary for the project



Thrifty Oil Company



APN 1015-271-05; RON 19-009

FINDING NO. 3: The real property to be acquired is necessary for the project



Elite Dynamics INC



APN 1015-301-01; RON 19-010

FINDING NO. 4: The offer of just compensation has been made to the property owner

Item	Ownership	APN	Offer Date
B	Amtee Investment, LLC	1015-041-12	July 23, 2018
C	G6 Hospitality Property, LLC	1015-041-07	July 23, 2018
D	Lucrative Network, LLC	1015-041-06	July 23, 2018
E	Thrifty Oil Company	1015-271-05	July 23, 2018
F	Elite Dynamics, INC	1015-301-01	July 23, 2018

**Offers of Just Compensation**

Item	Ownership	Date of First Contact	In Person Meetings	Mailings	Phone Contacts	E-Mails	Total
B	Amtee Investment, LLC 1015-041-12	11/7/17	2	6	7	9	23
C	G6 Hospitality Property, LLC 1015-041-07	11/7/17	0	6	17	8	31
D	Lucrative Network, LLC 1015-041-06	11/7/17	3	7	14	2	26
E	Thrifty Oil Company 1015-271-05	11/7/17	3	5	15	15	38
F	Elite Dynamics, INC 1015-301-01	11/7/17	2	6	12	8	28

**Communication Summary**

SBCTA ADOPT A RESOLUTION OF NECESSITY BASED ON THE FOLLOWING FINDINGS:

1. The public interest and necessity require the proposed project.
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project
4. The offer of just compensation has been made to the property owner



STAFF RECOMMENDATION

THANK YOU



Questions/Comments

HINSON GRAVELLE & ADAIR LLP

L A W Y E R S

A REGISTERED LIMITED LIABILITY PARTNERSHIP

DOUGLAS A. GRAVELLE
Direct Dial (661) 294-0116
gravelle@hinsongravelle.com

TELEPHONE (661) 294-0111
FACSIMILE (661) 294-0134
www.hinsongravelle.com

Via Federal Express

December 11, 2018

San Bernardino County Transportation Authority Board of Directors
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attn: Clerk of the Board of Directors

Re: Request to Appear and Be Heard At January 9, 2019 Hearing Regarding Adoption of a Resolution of Necessity to Acquire Interests in 12345 Central Avenue, Chino (APN #1015-271-05)

Dear Clerk:

We represent Tesoro Refining & Marketing Company LLC ("Tesoro"), which holds a leasehold interest in the above-described real property ("Property"), and are sending this letter on its behalf.

In response to San Bernardino County Transportation Authority's ("SBCTA") November 27, 2018 notice, and without limiting what comments, concerns or objections it may raise at the January 9, 2019 hearing, please be advised that Tesoro anticipates raising the following comments, concerns and objections at the hearing concerning (1) the term of the TCE, (2) permitted uses of the TCE, (3) the size of the TCE, and (4) insufficient protections for ongoing business operations in the TCE.

First, there is **insufficient information to determine whether a four (4) month term of the TCE is reasonable and/or necessary** and thus runs afoul of Code of Civil Procedure Sections 1240.030(b) (project must be planned in a manner with the least private injury) and 1240.030(c) (property sought to be acquired must be necessary for the project). The term of a TCE, if any, should be the minimal amount of time necessary for onsite activities. For example, if only 30 days are necessary for the TCE, the term of the TCE should be limited 30 days.

Second, there is **insufficient information to determine whether any anticipated use of the TCE is reasonable and/or necessary** and thus runs afoul of Code of Civil Procedure Sections 1240.030(b) (project must be planned in a manner with the least private injury) or 1240.030(c) (property sought to be acquired must be necessary for the project). The November 27, 2018 notice only refers to "construction" uses in the TCE. Tesoro does not understand what that includes. For example, does it only include work necessary for physical construction, or does it include storage too? If it includes storage too, storage of what (*e.g.*, vehicles, materials, *etc.*)?

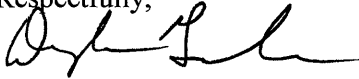
Third, there is **insufficient information to determine whether the size of the TCE is reasonable and/or necessary** and thus runs afoul of Code of Civil Procedure Sections 1240.030(b) (project must be planned in a manner with the least private injury) or 1240.030(c) (property sought to be acquired must be necessary for the project). For example, there are only two driveways to access the Property, both of which are in the TCE. Tesoro does not understand, *inter alia*, why the TCE extends to and includes the southern-most driveway.

Attachment: Attachment A - Presentation and Public Letters (5157 : SR 60 Central RONS)

San Bernardino County Transportation Authority Board of Directors
December 11, 2018
Page 2

Fourth, the TCE **has insufficient protections to ensure any disruptions to ongoing business operations at the Property are minimized**, and hence the TCE runs afoul of Code of Civil Procedure Section 1240.030(b) (project must be planned in a manner with the least private injury). For example, there are no restrictions on obscuring or blocking pricing signs. Furthermore, there is nothing in the TCE that requires SBCTA to coordinate its onsite activities with Tesoro.

Respectfully,



Douglas Gravelle
DAG/hg

cc: Tesoro
Thrifty Oil Co. (fee owner of Property)
Craig Farrington, Esq. (counsel for SBCTA)

Attachment: Attachment A - Presentation and Public Letters (5157 : SR 60 Central RONS)

THRIFTY OIL CO.

RECEIVED
DEC 13 2018
San Bernardino County
Transportation Authority

Barry W. Berkett, Co-CEO

December 12, 2018

Via Federal Express

San Bernardino County Transportation Authority Board of Directors
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attn: Clerk of the Board of Directors

Re: Tesoro Refining & Marketing Company LLC's ("Tesoro") Request to Appear and Be Heard At January 9, 2019 Hearing Regarding Adoption of a Resolution of Necessity to Acquire Interests in 12345 Central Avenue, Chino (APN #1015-271-05)

Dear Clerk:

Thirty Oil Co. is the fee owner of the above-referenced service station property located at 12345 Central Avenue, Chino. We are in receipt of Hinson Gravelle & Adair LLP's letter, on behalf of Tesoro, addressed to you and dated December 11, 2018 and we concur with Tesoro's comments, concerns and objections identified in the letter.

Sincerely,



Barry W. Berkett

cc: Tesoro Refining and Marketing Company LLC
Douglas Gravelle

Attachment: Attachment A - Presentation and Public Letters (5157 : SR 60 Central RONS)



Minute Action

AGENDA ITEM: 31

Date: January 9, 2019

Subject:

Hearings to Consider Resolutions of Necessity for Property Interests for the Interstate 10 (“I-10”) Corridor Contract 1 Project (the “Project”) in the Cities of Montclair, Upland and Ontario

Recommendation:

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

- A. Conduct public hearings to consider condemnation of interests in real property required for the Project in the Cities of Montclair, Upland and Ontario.
- B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-039 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: DWAA Petroleum Property, LLC, a California Limited Liability Company, (Assessor’s Parcel Number [APN] 0110-321-12) (hereinafter “DWAA Petroleum Property”). The Resolution must be approved by at least a two-thirds majority; and
- C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-040 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Prime A Investments, L.L.C., a Delaware Limited Liability Company (APN 0210-212-60) (hereinafter “Prime A Property”). The Resolution must be approved by at least a two-thirds majority; and
- D. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-041 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Armando Bernal and Maria R. Bernal, husband and wife as joint tenants, (APN 1008-283-31) (hereinafter “Bernal Property”). The Resolution must be approved by at least a two-thirds majority; and
- E. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-042 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Elva M. Castellon, a widow (APN 1008-301-27) (hereinafter “Castellon Property”). The Resolution must be approved by at least a two-thirds majority; and
- F. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-046 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Monte Vista County Water District, (APN 1009-142-01) (hereinafter “MVCWD Property”). The Resolution must be approved by at least a two-thirds majority; and
- G. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-047 authorizing and directing General Counsel, or her designees, to prepare,

Entity: San Bernardino County Transportation Authority

commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Richmond American Homes of Maryland, a Maryland corporation, successor by merger of Richmond American Homes of California, a Colorado corporation (APN 1009-153-58) (hereinafter “Richmond American Homes Property (1009-153-58)”). The Resolution must be approved by at least a two-thirds majority; and

H. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-048 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Richmond American Homes of Maryland, a Maryland corporation, successor by merger of Richmond American Homes of California, a Colorado corporation (APN 1009-153-60) (hereinafter “Richmond American Homes Property (1009-153-60)”). The Resolution must be approved by at least a two-thirds majority; and

I. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-049 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: 916 Deodar Street, LLC, a California Limited Liability Company, (APN 1047-172-02) (hereinafter “916 Deodar St. Property”). The Resolution must be approved by at least a two-thirds majority; and

J. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-053 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property for the Project from: Norberto Sotelo and Lisa Sotelo, Husband and Wife as joint tenants (APN 1047-272-04) (hereinafter “Sotelo Property”). The Resolution must be approved by at least a two-thirds majority; and

K. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-054 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring an interest in real property for the Project from: Daniel Hayler and Leticia Hayler, husband and wife as joint tenants (APN 1047-272-05) (hereinafter “Hayler Property”). The Resolution must be approved by at least a two-thirds majority; and

L. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-024 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Craig Development Corp. (APNs 0110-311-52, 0110-311-53, 0110-311-54, 0110-311-55 and 0110-321-78) (hereinafter “Craig Development Property”). The Resolution must be approved by at least a two-thirds majority; and

M. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-031 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Carvana, LLC, an Arizona Limited Liability Company, (APN 0210-551-01) (hereinafter “Carvana Properties”). The Resolution must be approved by at least a two-thirds majority; and

N. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-036 authorizing and directing General Counsel, or her designees, to prepare,

commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: Sharon Kennon, an unmarried woman, (APN 1008-301-28) (hereinafter “Kennon Property”). The Resolution must be approved by at least a two-thirds majority; and

O. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 19-037 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property for the Project from: James Ryneer, a married man as his sole and separate property, (APN 1008-301-34) (hereinafter “Ryneer Property”). The Resolution must be approved by at least a two-thirds majority.

Background:

On June 12, 2017, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved Cooperative Agreement No. 17-1001736 with the California Department of Transportation (Caltrans) for the Right-of-Way (ROW) and Design-Build (DB) phase activities for the Project, defining roles, responsibilities, and funding associated with the DB and ROW phases, and specifying SBCTA as the lead agency for Project administration and funding. The Board also authorized staff to proceed with voluntary acquisition of property necessary for the Project from identified property owners, including relocation assistance, demolition of existing structures, property management, disposal of excess property, environmental testing and remediation; and authorized the Director of Project Delivery, or her designees, to implement the Project ROW Acquisition Incentive Payment Program to expedite acquisition of necessary property interests, consistent with the Federal Highway Administration, Caltrans guidelines and applicable SBCTA policies and procedures. The Board also authorized the Director of Project Delivery, or her designees, to add or delete parcels to the list of properties as the Director determines from time to time are necessary for the Project, provided they are environmentally cleared.

The Project is being implemented through a DB contract, which requires that necessary ROW is available to the DB contractor at prescribed milestones during the DB contract term. Meeting the milestone dates for delivery of ROW packages is crucial in avoiding costly delays. Throughout the environmental and preliminary engineering process, SBCTA and Caltrans have made extensive efforts to simultaneously plan the Project and to minimize the impacts to property owners and adjacent communities. These efforts include maintaining access to properties during construction, use of retaining walls to minimize ROW needs, installation of soundwalls to mitigate noise impacts, and undergrounding utilities. While most of the proposed improvements are anticipated to be constructed within existing Caltrans ROW, some ROW from a mix of both public and private land will be required to accommodate portions of the widening and construction work.

Resolutions of Necessity for the I-10 Corridor Contract 1 Project

In an effort to keep the Project schedule intact and comply with contractual obligations to the DB contractor, it is necessary to comply with the statutorily-prescribed process for eminent domain and conduct Hearings for a Resolution of Necessity for each property while negotiations continue. Therefore, the purpose of this agenda item is to present information regarding the public interest and necessity for the Project and the property interests that are needed.

Although adoption of Resolutions of Necessity are recommended for the subject properties in order to maintain the Project schedule and avoid delay costs, SBCTA's acquisition agents will continue to negotiate with the property owners in an effort to acquire the property interests through a voluntary purchase and avoid litigation in the eminent domain process.

The owners of the fourteen (14) properties are:

- DWAA Petroleum Property, LLC, a California Limited Liability Company;
- Prime A Investments, L.L.C., a Delaware Limited Liability Company;
- Armando Bernal and Maria R. Bernal, husband and wife as joint tenants;
- Elva M. Castellon, a widow;
- Monte Vista County Water District (MVCWD);
- Richmond American Homes of Maryland, a Maryland corporation, successor by merger of Richmond American Homes of California, a Colorado corporation;
- Richmond American Homes of Maryland, a Maryland corporation, successor by merger of Richmond American Homes of California, a Colorado corporation;
- 916 Deodar Street, LLC, a California Limited Liability Company;
- Norberto Sotelo and Lisa Sotelo, husband and wife as joint tenants;
- Daniel Hayler and Leticia Hayler, husband and wife as joint tenants;
- Craig Development Corp.
- Carvana, LLC, an Arizona Limited Liability Company;
- Sharon Kennon, an unmarried woman; and
- James Ryneer, a married man as his sole and separate property.

Support for the Resolutions of Necessity

SBCTA is authorized to acquire property by eminent domain pursuant to the California Public Utilities Code Sections 130220.5 and 130809(b)(4). Eminent domain will allow SBCTA to obtain legal rights to the property interests needed for the Project if a negotiated sale cannot be reached. A Resolution of Necessity is the first step in the eminent domain process. Since the process takes several months, it is necessary to start this process now to ensure that the property interests are obtained to meet the scheduled start of construction in summer 2019 and to avoid costly ROW delays.

In order to adopt the Resolutions of Necessity, SBCTA must make the four findings discussed below for each of the property interests. The issue of the amount of just compensation for these property interests is not addressed by these Resolutions of Necessity and is not to be considered at the hearings. The four necessary findings are:

1. The public interest and necessity require the Project.

The I-10 Corridor Contract 1 Project is located in the Cities of Montclair, Upland and Ontario. The purpose of the Project is to improve traffic operations on the I-10 Corridor in San Bernardino County to:

- Reduce congestion;
- Increase throughput;
- Enhance trip reliability; and
- Accommodate long-term congestion management of the corridor.

If no improvements are made to the freeway, the existing and future traffic congestion will likely become worse with a potential of increased traffic delays and related accidents.

The Project limits which include transition areas extend from approximately 0.4 miles west of White Avenue in the City of Pomona, in Los Angeles County to Interstate 15 (I-15), in San Bernardino County. The Project will add one Express Lane in each direction from the Los Angeles/San Bernardino County line to Haven Avenue to operate jointly with existing High Occupancy Vehicle (HOV) lanes; and add two Express Lanes in each direction from Haven Avenue to I-15. Additional work will be done to implement safety lighting and pavement rehabilitation improvements to further enhance safety and improved traffic operations along the I-10 corridor.

2. The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

During the environmental phase of the Project, the proposed design was considered to minimize the properties required for the Project, reducing the need from 263 properties to 196, and eliminating seven potential full acquisitions. However, the Project still requires partial acquisitions, utility easements, footing easements, temporary construction easements, and roadway easements. SBCTA's acquisition agents have had numerous communications with each of the property owners and design staff about Project impacts in order to design the Project in a manner that causes the least private injury while accomplishing the greatest public good. Some examples include constructing retaining walls to minimize the additional area needed for the widening of the freeway, installation of soundwalls to mitigate noise impacts, and maintaining access to properties during construction of the Project.

3. The property interests sought to be acquired are necessary for the Project.

While portions of the Project are being constructed within existing ROW, acquisition of the following property interests are needed from the properties listed below:

- DWAA Petroleum: The Relinquishment of Abutter's Rights (Access Rights) and a Temporary Construction Easement is needed from the DWAA Petroleum Property to accommodate construction and provide a dedicated right turn lane for the on-ramp.
- Prime A: A Fee Acquisition, a Permanent Subsurface Easement (Footing), a Public Utility Easement and a Temporary Construction Easement are needed from

the Prime A Property to accommodate the mainline widening and ramp improvements; accommodate construction and provide a dedicated right turn lane for the on-ramp; accommodate relocation of the existing storm drain facility; and accommodate foundation footing for a retaining wall.

- Bernal: A Temporary Construction Easement is needed from the Bernal Property to provide a work area to construct a soundwall and a retaining wall.
- Castellon: A Fee Acquisition, a Permanent Subsurface Easement (Footing), a Public Utility Easement and a Temporary Construction Easement are needed from the Castellon Property to accommodate the mainline widening improvements, Southern California Edison (SCE) overhead facilities, and foundation for a soundwall on a retaining wall; and provide a work area to construct the retaining wall, mainline improvements, and SCE facilities relocation.
- MVCWD: Two Fee Acquisitions and a Temporary Construction Easement are needed from the MVCWD Property to accommodate and construct widening improvements.
- Richmond American Homes (1009-153-58): A Fee Acquisition and a Temporary Construction Easement are needed from the Richmond American Homes Property to accommodate and construct widening improvements to provide an exclusive off-ramp right turn lane.
- Richmond American Homes (1009-153-60): A Temporary Construction Easement - Footing is needed from the Richmond American Homes Property to accommodate and construct an exclusive off-ramp right turn lane.
- 916 Deodar St: A Permanent Subsurface Easement and a Temporary Construction Easement are needed from the 916 Deodar Street Property to accommodate construction and improvements to replace the 6th Street overcrossing bridge; and accommodate foundation footing for a retaining wall.
- Sotelo: A Temporary Construction Easement is needed from the Sotelo Property to accommodate construction and improvements to replace the San Antonio Avenue bridge.
- Hayler: A Temporary Construction Easement is needed from the Hayler Property to accommodate construction and improvements to replace the San Antonio Avenue bridge.
- Craig Development: A Fee Acquisition and a Permanent Subsurface Easement (Drainage) are needed from the Craig Development Property to accommodate mainline widening improvements, realignment of an off-ramp, and the relocation of an underground storm drain system.

- Carvana: A partial Fee acquisition, a Permanent Subsurface Easement (Footing) and a Temporary Construction Easement are needed from the Carvana Property to provide mainline improvements and a work area to construct a retaining wall, and to accommodate the foundation footing for the retaining wall.
- Kennon: A partial Fee acquisition, a Permanent Subsurface Easement (Footing), a Permanent Utility Easement and a Temporary Construction Easement are needed from the Kennon Property to provide mainline improvements and a work area to construct a retaining wall and sound wall, and to accommodate the mainline widening and foundation for the retaining wall and sound wall, and relocation of utilities.
- Ryneer: A partial Fee acquisition, a Permanent Subsurface Easement (Footing), a Permanent Utility Easement and a Temporary Construction Easement are needed from the Ryneer Property to provide mainline improvements and a work area to construct a retaining wall and sound wall, and to accommodate the mainline widening and foundation for the retaining wall and sound wall, and relocation of utilities.

4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.

The acquisitions required from the properties listed below were appraised and offers for the full amount of the appraisals were made to the owner or owners of record in accordance with Section 7267.2 of the Government Code.

- The offer for the DWAA Petroleum Property was presented on 10/26/18.
- The offer for the Prime A Property was presented on 10/23/18.
- The offer for the Bernal Property was presented on 11/6/18.
- The offer for the Castellon Property was presented on 10/23/18.
- The offer for the MVCWD Property was presented on 10/11/18.
- The offer for the Richmond American Home Property (1009-153-58) was presented on 10/22/18.
- The offer for the Richmond American Home Property (1009-153-60) was presented on 10/22/18.
- The offer for the 916 Deodar St. Property was presented on 10/10/18.
- The offer for the Sotelo Property was presented on 10/16/18.
- The offer for the Hayler Property was presented on 10/30/18.
- The offer for the Craig Development Property was presented on 8/22/18.
- The offer for the Carvana Property was presented on 8/28/18.
- The offer for the Kennon Property was presented on 7/30/18.
- The offer for the Ryneer Property was presented on 9/1/18.

Upon completion of the Project, SBCTA will transfer property interests acquired for the Project to Caltrans or to the City for those real property interests that will be incorporated into the State Highway System or the City facility, respectively.

Financial Impact:

This item is consistent with the Fiscal Year 2018/2019 budget under Task No. 0820 Freeway Projects, Sub-Task No. 0823 I-10 Corridor Contract 1.

Reviewed By:

Resolutions in Recommendations B through L were reviewed and recommended (11-0-1; Abstained: Wapner) to proceed to Hearings of Resolutions of Necessity by the Board of Directors without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 13, 2018. Resolutions in Recommendations M through O were reviewed and recommended (13-0-0) to proceed to Hearings of Resolutions of Necessity by the Board of Directors without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2018. SBCTA General Counsel has reviewed this item and the draft resolutions.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

Attachment A

PowerPoint Presentation

I-10 CORRIDOR CONTRACT 1 PROJECT

RESOLUTION OF NECESSITY FOR PROJECT RIGHT-OF-WAY

Presenter: Brenda Schimpf
SBCTA Right-of-Way Advisor



cta

San Bernardino County
Transportation Authority

Board of Directors Meeting

January 9, 2019

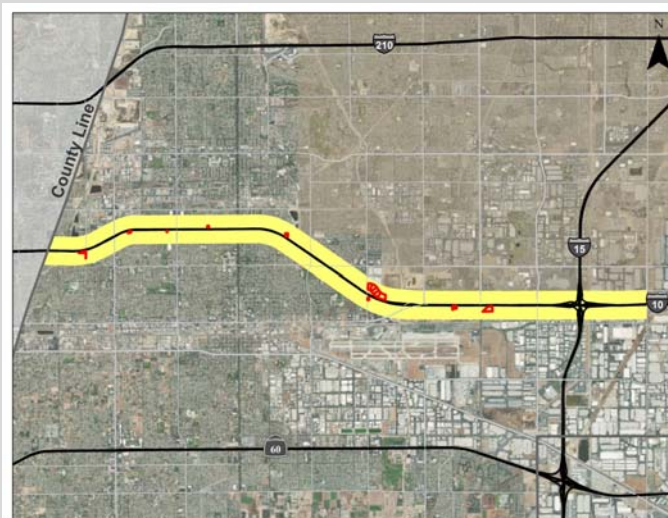
SBCTA IS REQUESTED TO MAKE THE FOLLOWING FINDINGS:

1. The public interest and necessity require the proposed project
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project
4. The offer of just compensation has been made to the property owner

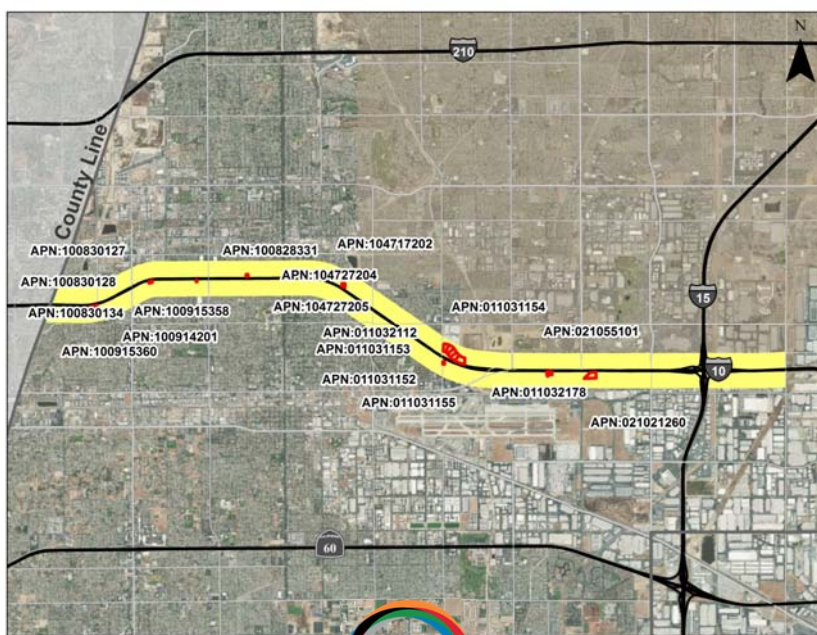


SBCTA Request

- Highway widening to provide two Express Lanes in each direction of I-10 from the LA/SBd County Line to I-10/I-15 interchange, including lane transitions
- Reconstruct 8 bridges and widen 12 bridges
- Reconstruct and/or modify interchange ramps, arterials, and retaining wall structures
- Sound walls as required by the Environmental Document



I-10 Contract Improvements



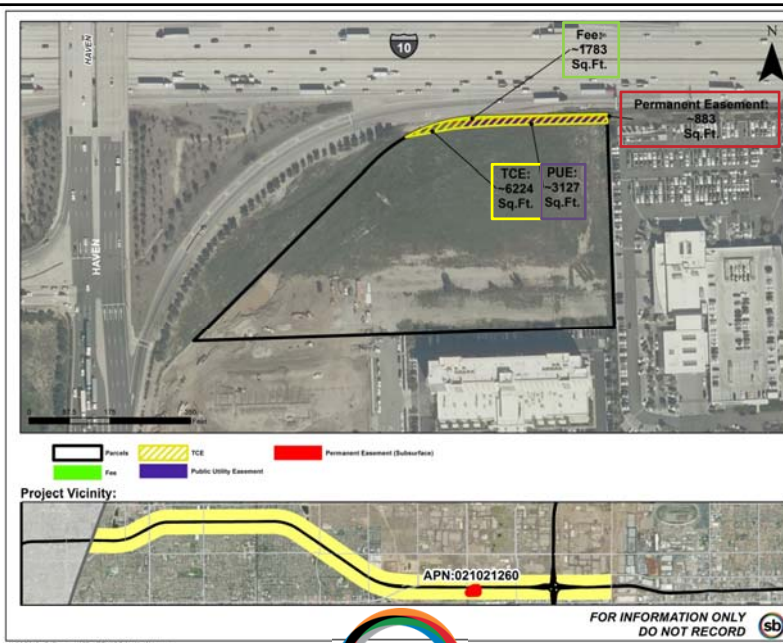
Parcel Locations



DWAA Petroleum Property, LLC



APN 0110-321-12
Total Square Footage: 1,822



Prime A Investments, LLC



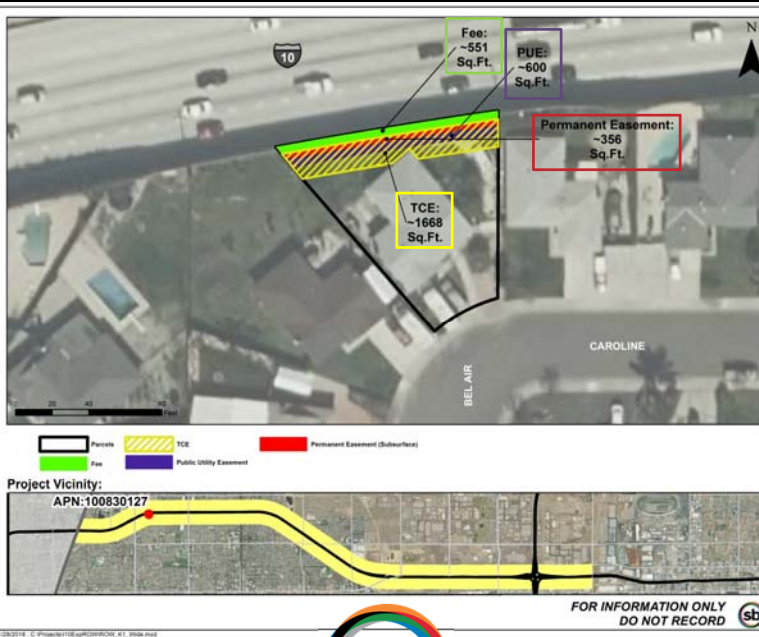
APN 0210-212-60
Total Square Footage: 12,017

Attachment: Attachment A - Presentation (5374 : RONs I-10 Contract 1)



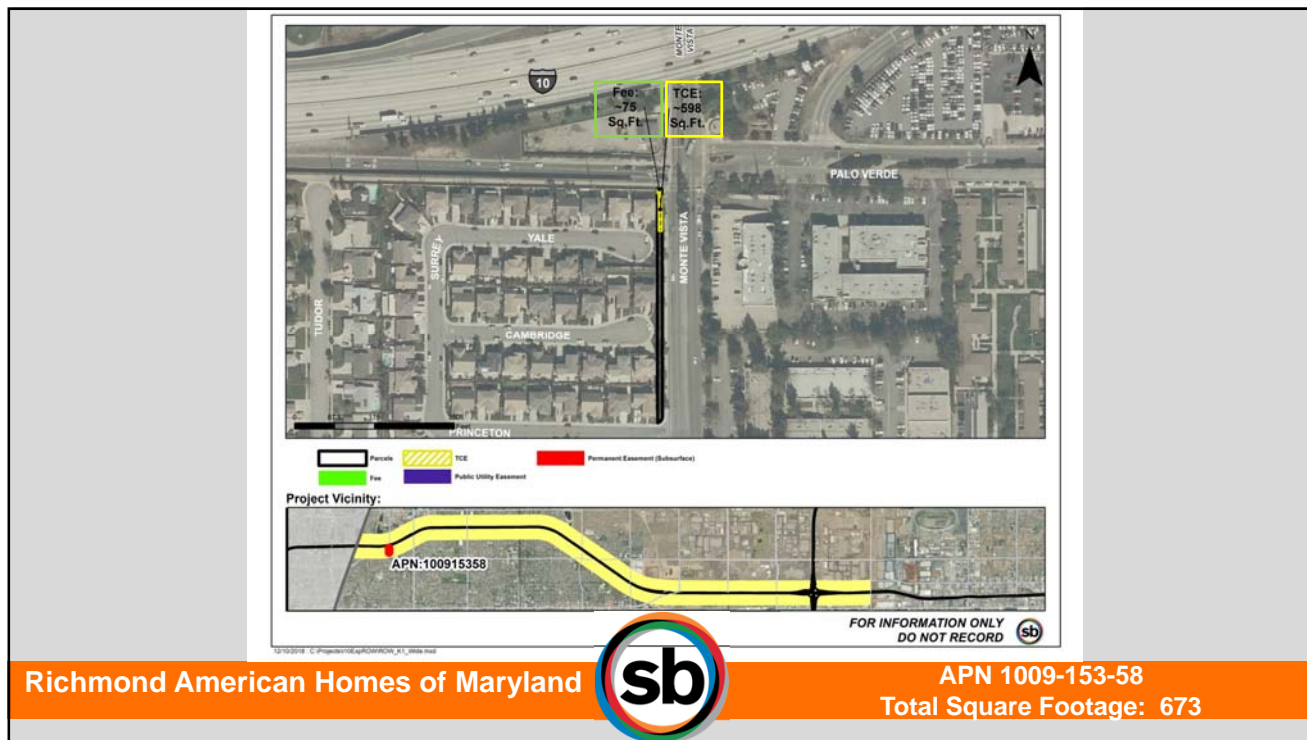
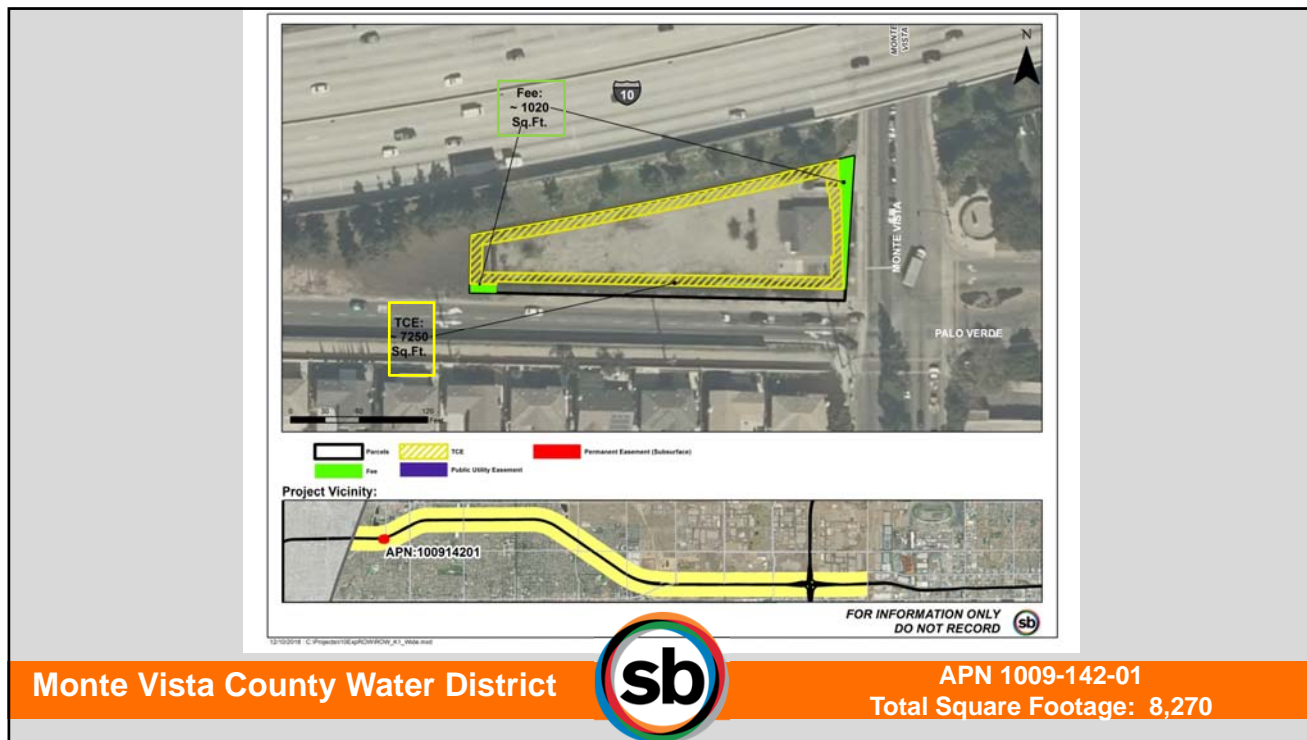
Armando and Maria R. Bernal

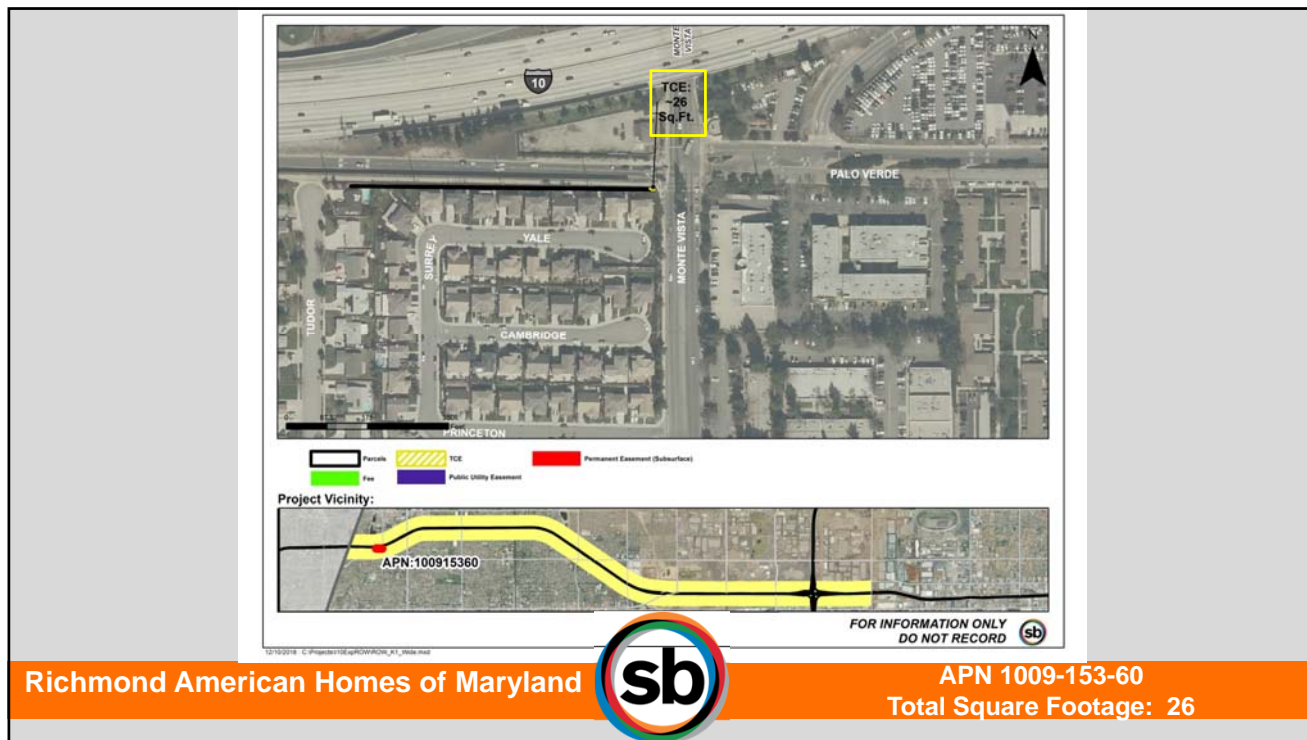
APN 1008-283-31
Total Square Footage: 1,360



Elva M. Castellon

APN 1008-301-27
Total Square Footage: 3,175



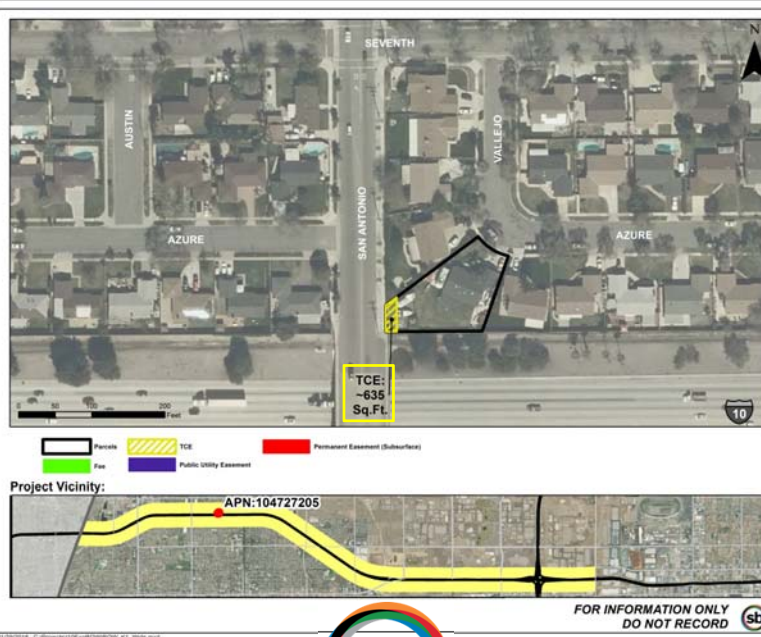




Norberto and Lisa Sotelo



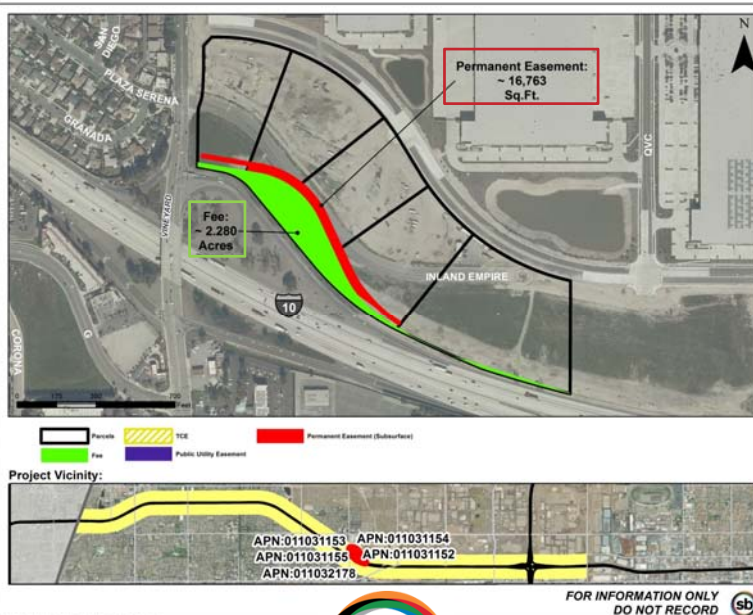
APN 1047-272-04
Total Square Footage: 1,794



Daniel and Leticia Hayler



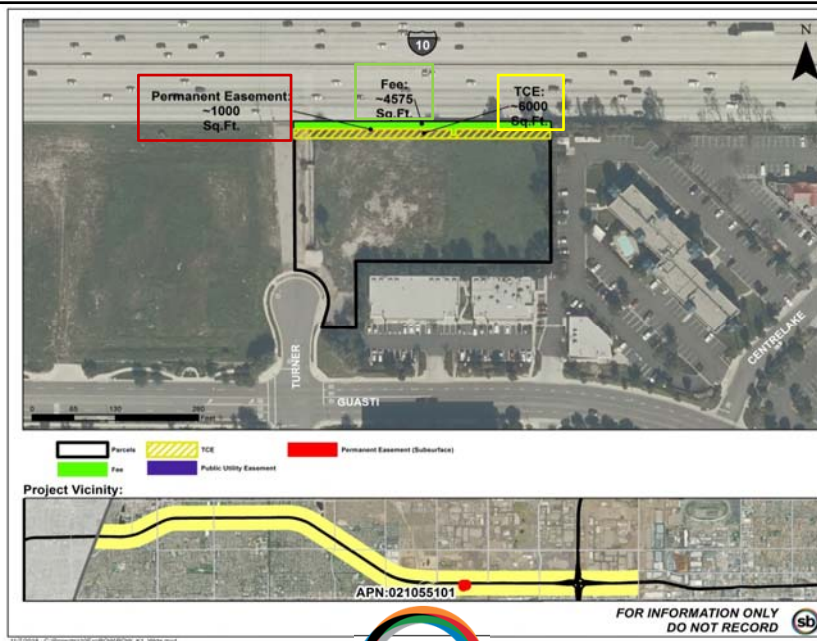
APN 1047-272-05
Total Square Footage: 635



Craig Development Corp.



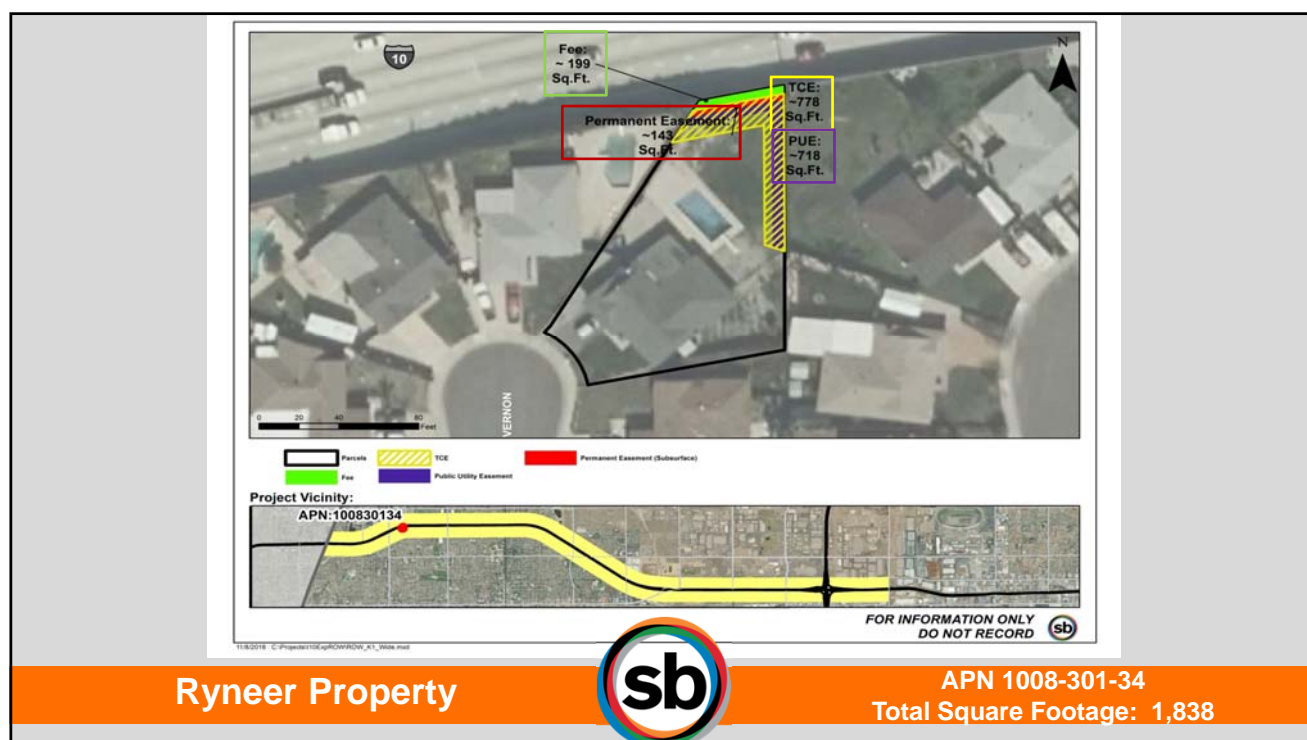
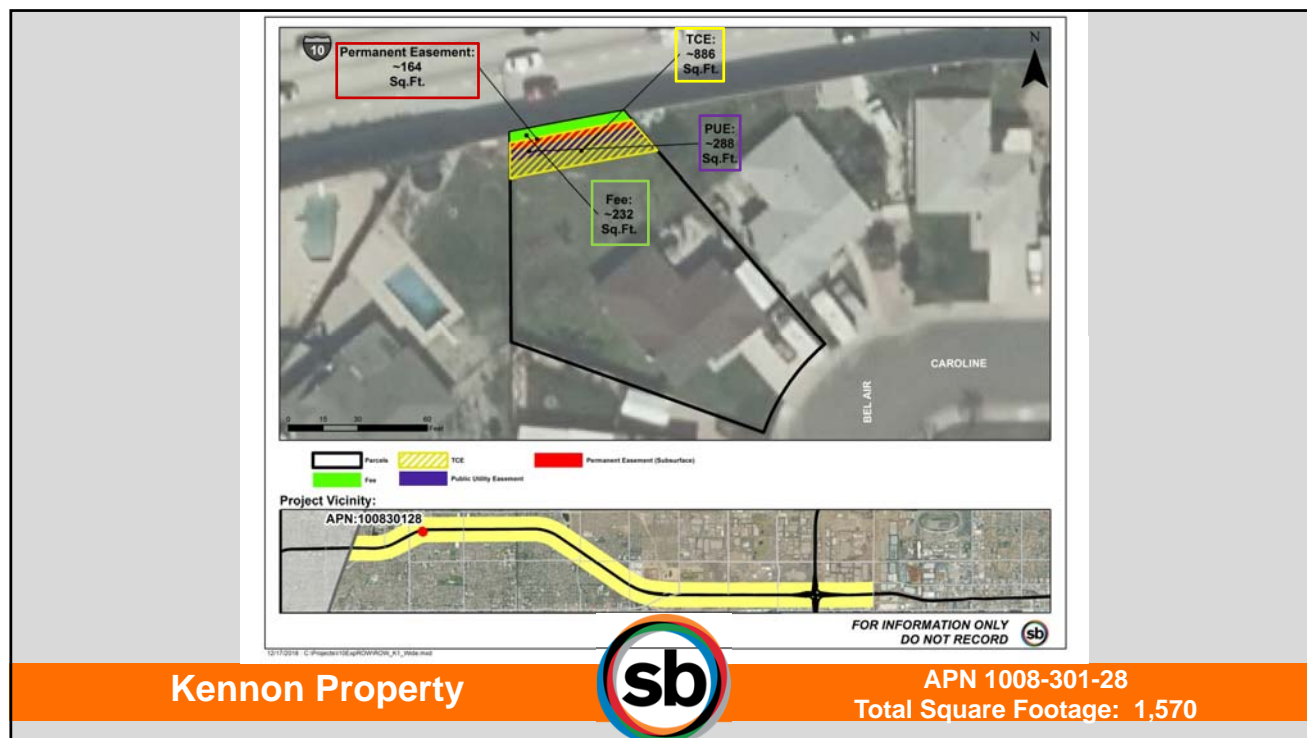
APN 0110-311-52, 53, 54, and 55; and 0110-321-78
Total Square Footage: 16,763/ 2.280 acres




Carvana, LLC



APN 0210-551-01
Total Square Footage: 11,575



No.	Ownership	Date of First Contact	In Person Meetings	Mailings	Phone Contacts	E-Mails	Total
B.	DWAA Petroleum – APN 0110-321-12	11/2/2018	2	1	9	9	21
C.	Prime A Investments – APN 0210-212-60	8/22/2018	1	2	5	6	14
D.	Bernal – APN 1008-283-31	11/6/2018	1	1	3	0	5
E.	Castellon – APN 1008-301-27	10/4/2018	0	2	7	0	9
F.	MVCWD – APN 1009-142-01	10/9/2018	3	2	8	9	22
G.	Richmond American – APN 1009-153-58	10/22/2018	1	2	15	11	29
H.	Richmond American – APN 1009-153-60	10/22/2018	0	2	6	10	18
I.	916 Deodar – APN 1047-172-02	10/10/2018	2	2	6	12	22
J.	Sotelo – APN 1047-272-04	10/16/2018	0	1	7	3	11
K.	Hayler – APN 1047-272-05	11/2/2018	2	2	6	8	18
L.	Craig Development – APN 0110-311-52,53, 54, and 55; and 0110-321-78	3/7/2018	3	2	5	4	14
M.	Carvana – APN 0210-551-01	7/17/2018	0	2	6	15	23
N.	Kennon – APN 1008-301-28	7/25/2018	0	3	2	8	13
O.	Ryneer – APN 1008-301-34	5/17/2018	4	2	3	1	10
Communications as of December 14, 2018							


Communication Summary

Item	Ownership	Offer Date
B.	DWAA Petroleum – APN 0110-321-12	10/26/2018
C.	Prime A Investments – APN 0210-212-60	10/23/2018
D.	Bernal – APN 1008-283-31	11/6/2018
E.	Castellon – APN 1008-301-27	10/23/2018
F.	MVCWD – APN 1009-142-01	10/11/2008
G.	Richmond American – APN 1009-153-58	10/22/2018
H.	Richmond American – APN 1009-153-60	10/22/2018
I.	916 Deodar – APN 1047-172-02	10/10/2018
J.	Sotelo – APN 1047-272-04	10/16/2018
K.	Hayler – APN 1047-272-05	10/30/2018
L.	Craig Development – APN 0110-311-52,53, 54, and 55; and 0110-321-78	8/22/2018
M.	Carvana – APN 0210-551-01	8/28/2018
N.	Kennon – APN 1008-301-28	7/30/2018
O.	Ryneer – APN 1008-301-34	9/1/2018


Offers of Just Compensation

**SBCTA ADOPT A RESOLUTION OF NECESSITY
BASED ON THE FOLLOWING FINDINGS:**

1. The public interest and necessity require the proposed project
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project
4. The offer of just compensation has been made to the property owner



Staff Recommendation

THANK YOU



Minute Action

AGENDA ITEM: 32

Date: January 9, 2019

Subject:

Award Freeway Service Patrol (FSP) Tow Services Contracts

Recommendation:

That the Board of Directors, acting as the San Bernardino County Transportation Authority approve the following agreements:

- A. Award Contract No. 18-1001969 to Royal Coaches Towing for Freeway Service Patrol Beat No. 10 for a five-year term, for an amount not-to-exceed \$2,156,410.00.
- B. Award Contract No.19-1002091 to Royal Coaches Towing for Freeway Service Patrol Beat No. 23 for a five-year term, for an amount not-to-exceed \$1,570,683.00.

Background:

The Freeway Service Patrol (FSP) consists of a fleet of tow trucks patrolling urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet patrols up and down is referred to as a “Beat.” The FSP program is extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition in traffic lanes, reducing traffic delays, as well as decreasing fuel consumption, vehicular emissions and secondary incidents. San Bernardino County Transportation Authority (SBCTA) began its program in January 2006 and has eight (8) separate Beats in operation assisting more than 3,500 motorists each month.

SBCTA receives an annual allocation from the State of California to implement FSP services, which is matched 20% with local revenues. These funds are sufficient to operate the eight beats during the morning and afternoon peak commute periods Monday through Friday, on the most congested segments of the highways in the San Bernardino Valley area. Five (5) of these segments operate a weekend service pilot program.

SBCTA staff has always done extensive outreach with local tow companies to make the bids competitive. In December 2014, staff initiated a more intensive outreach program for the (FSP) Program. Each time a Request for Proposal (RFP) is released for FSP, staff does outreach that consists of various components with the goal to increase the participation of tow operators in the FSP Program.

Outreach included:

1. **Telephone Outreach:** Called more than 140 tow operators in the inland empire area that could qualify for the minimum requirements.
2. **Face-to-Face meetings:** Met with one (1) tow operator during this RFP. Staff reached out to all 140 tow companies as staff was willing to arrange meetings with tow operators at their facilities to educate and discuss the FSP Program with them.
3. **Proposal Writing Seminar:** Conducted a “How to create a proposal workshop” in June 2018 for tow operators interested in the FSP Program. The workshop provides tow operators proposal writing assistance and the opportunity to ask questions about the San Bernardino FSP Program. A total of four (4) companies attended the seminar.

Entity: San Bernardino County Transportation Authority

4. **Presentation and booth at the 2018 California Tow Truck Association (CTTA) Tow Show:** Conducted a presentation about the FSP Program at the event as well as hosted a booth with nine (9) other counties in the state to provide information about FSP.

These efforts helped in bringing knowledge and awareness about the FSP program to various companies in the area. Although they may not have proposed this time around, they are now aware and can better prepare for future opportunities. It also helps SBCTA continue its ongoing relationship with local tow companies and the CTTA for any future RFPs that may be released as well as for better communication about current topics and issues in the tow industry.

On October 3, 2018, the Board approved the release of RFP 18-1001969 for Beats 10 and 23. The two beats cover the following areas:

1. Beat 10 – Interstate (I)-10 from Haven Avenue to Sierra Avenue
2. Beat 23 – Interstate (I)-15 from Jurupa St. to Sierra Avenue

The RFP was posted on SBCTA's website and notifications of the RFP were sent out to more than forty (40) vendors registered on Planet Bids. Public Notice ads were placed in several local newspapers, and two (2) RFP notifications were mailed to more than 140 tow operators in the surrounding Southern California area. A non-mandatory Pre-Proposal meeting took place on October 16, 2018, and was attended by four (4) companies. Addendum No. 1 was issued on October 23, 2018, to include the Pre-Proposal Conference sign-in sheet and responses to questions received prior to the submittal deadline.

Two (2) proposals were received by the date and time specified in the RFP. The Procurement Analyst conducted a responsiveness review and found both proposals to be responsive.

Overall, staff made extensive outreach efforts for this RFP. Changes made in this RFP include: reducing the requirement of two (2) years in California Highway Patrol (CHP) rotation tow to one (1) year of law enforcement tow experience, increased the service hours by 0.5 (half hour) in the AM shift and one (1) hour in the PM shift. Beat 10 will also have weekend service.

The Evaluation Team that reviewed the proposals consisted of a representative from the CHP local office, a staff member from Riverside County Transportation Commission (RCTC), and two staff members from SBCTA. After an initial review, the Evaluation Team made their "short list" recommendations based on the following criteria.

1. Qualifications of the Firm - experience in performing FSP and similar work, working with public agencies and review of client references;
2. Staffing and Project Organization - qualifications of key staff assigned and adequacy of labor commitment;
3. Work Plan - depth of Proposer's understanding of requirements and overall quality of work plan, ability to recruit and retain drivers and ability to meet backup vehicle requirements;
4. Cost and Price - reasonableness of the total price and competitiveness of this amount with other proposals received and the basis on which prices are quoted (labor, equipment, materials, gas, profit, and so on).

A total of two (2) tow operators made the short-list, and were notified that they would be visited by the Evaluation Team for an on-site field interview. The final list of the short-listed proposers

included (in alphabetical order): Metro Towing of Los Angeles and Royal Coaches Towing of Azusa, California.

The Evaluation Team conducted interviews at each Proposer's tow yard. Each Proposer was asked a series of about 14 questions and the Evaluation Committee walked each yard to ensure it met basic FSP needs and requirements, such as having a secure lot that will house the FSP tow trucks.

Royal Coaches Towing was ranked as number one (1) for Beats 10 and 23. Royal Coaches Towing is best suited to perform the services for Beats 10 and 23 for a variety of reasons, including that the firm 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, and has demonstrated exceptional FSP service experience with SBCTA. Royal Coaches has extensive experience with law enforcement tow programs, excellent knowledge of the program, and had a solid, clear plan to address the additional staffing needed for the FSP Program. Royal Coaches emphasized the importance of maintaining high standards and providing great customer service. Royal Coaches received outstanding references. Towing's hourly rate for Beat 10 is \$68.49 per hour for all five years of the contract, and \$68.49 for Beat 23 for all five (5) years of the contract.

Royal Coaches Towing submitted well-qualified proposals and was outstanding during the site interview process, showcasing their ability to meet critical requirements outlined in the RFP and being able to demonstrate that their tow yards were adequately secured to house the FSP trucks.

Attached is the Scope of Work for the vendor, which will be incorporated into their Contracts (Exhibit A). Upon Board approval, the contracts will be executed and service for Beats 10 and 23 will begin on May 1, 2019, and August 1, 2019, respectively. With the Board's approval, this service will continue to be provided to the motoring public without disruption.

Financial Impact:

Funds for both Beats are included in the Fiscal Year (FY) 2018/2019 Budget. Future funding to reimburse the contractors in subsequent fiscal years will be included in those respective budgets.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review.

Responsible Staff:

Jenny Herrera, Management Analyst III

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

Contract No:	<u>18-1001969</u>	Amendment No.:	<u> </u>	Sole Source?	No
Vendor No.:	<u>03251</u>	Vendor/Customer Name:	<u>Royal Coaches Auto Body and Towing</u>		
Description:	<u>Freeway Service Patrol Beat 10</u>				
Estimated Start Date:	<u>05/01/2019</u>	Expiration Date:	<u>04/30/2024</u>	Revised Expiration Date:	<u> </u>
List Any SBCTA Related Contracts Nos.:	<u> </u>				

Contract Authorization				
Board of Directors	Date:	01/09/2019	Board	Item # 5351

Payable	Other Contracts	No Budget Adjustment
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Accounts Receivable	
Total Contract Funding:	\$ _____ -
Funding Agreement No: _____	Reversion Date: _____
GL: _____ -	GL: _____ -
GL: _____ -	GL: _____ -
GL: _____ -	GL: _____ -
GL: _____ -	GL: _____ -
GL: _____ -	GL: _____ -

Additional Notes: May utilize FSP SB-1 funds.

EXHIBIT "A"
FREEWAY SERVICE PATROL FOR BEAT 10
BEAT 10: I-10 FROM HAVEN AVENUE TO SIERRA AVENUE

SCOPE OF WORK

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 number of FSP Certified Trucks:

Two (2) primary certified Freeway Service Patrol (FSP) tow trucks 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 as per the Standard Operating Procedures (SOP) Manual. 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 times, SBCTA 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. SBCTA and Caltrans have an agreement under 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 or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meeting every other month. The FSP TAC 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 meetings) who 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 SBCTA 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 for the entire calendar year; CHP provides the schedule via email.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

2.0 Contract Representatives.

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, 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 a 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 SBCTA’s contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

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.

SBCTA reserves the right, at any time during the contract's term, 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 (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SBCTA 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:

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 one (1) year old with a maximum of 50,000 miles and 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 CHP, in conjunction with SBCTA, 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 applicable to 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 FSP Certified Tow Truck(s) or improperly equipped FSP Certified 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 for ALL service time lost. 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 Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA 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 inches by two inches and no greater than four 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 FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA 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 SBCTA 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) - 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
2-ton jack stand (1)
36. Wheel chock (1)
37. Four-way lug wrench (1 std.) (1)
38. Four way lug wrench (1 metric)

- 39. Rechargeable compressor or refillable air bottle,
hoses and fittings to fit tire valve stems, 100
psi capacity (1)
- 40. Flashlight and spare batteries or charger (1)
- 41. Tail lamps/stop lamps, portable remote
with extension cord (1 set)
- 42. 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)
- 43. Funnel, multi-purpose, flexible spout (1)
- 44. Pop-Up Dolly (with tow straps), portable for removing
otherwise un-towable vehicles (1)
- 45. Five (5)-gallon can with lid filled with clean absorb-all (1)
- 46. Empty trash can with lid (five gallon) (1)
- 47. Lock out set (1)
- 48. Safety glasses

Each FSP Certified 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.

- 49. Screwdrivers-
 - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min.)
 - ii. Phillips head - #1 and #2 (1 each, min.)
- 50. Needle nose pliers (1)
- 51. Adjustable rib joint pliers, 2" min. capacity (1)
- 52. Crescent wrench - 8" (1)
- 53. Crescent wrench - 12" (1)
- 54. Four (4) lb. hammer (1)
- 55. Rubber mallet (1)
- 56. Electrical tape, roll (1)
- 57. Duct tape, 20 yard roll (1)
- 58. Tire pressure gauge (1)
- 59. Mechanic's wire (roll) (1)
- 60. 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, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or the SBCTA. 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, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator

(AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back up FSP Tow Trucks no later than seven (7) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back up FSP tow trucks and/or service truck by the seventh (7th) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the contract.

At times, equipment such as an "outside speaker" or a handheld "mic," for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA 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 its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR'S invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA 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 "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an "outside speaker" or a "mic") as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA 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 SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA 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 SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit "C" of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If a FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle's availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service.

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) 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 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in paragraph A above, in which case fines shall begin immediately. If a FSP Certified 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.

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 Officers/Supervisors immediately. In addition, the Driver must indicate in the "notes" section of the Tablet Computer (per 4.0 E., below) that they have switched to a FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation COMMISSION (RCTC) or any other FSP service do 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. SBCTA 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 item

or equipment supplied by SBCTA, Caltrans or CHP that is 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 SBCTA 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 completely flat, clean, out of direct sunlight and out of public view when being stored.

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 and 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 SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-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. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice, any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA 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 FSP Certified 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 SBCTA 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 FSP 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 or video, or to 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 SBCTA, the driver or drivers associated with the incident will be removed from the program.

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

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled 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 SBCTA, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SBCTA, 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. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow or service truck during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If upon inspection SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Modifications

Modifying FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, 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, SBCTA shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

- 1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.
- 2) SBCTA shall designate the AVL installer and technician that to review and repair the AVL systems.
- 3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice.

Please refer to Contract Exhibit "C" 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 at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass a FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.

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. Drivers 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.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat, whether to replenish expendable items such as gasoline or fire extinguisher, to take 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 into their Tablet Computer:

- Inspection worksheet prior to the commencement of driving the tow truck/service truck. This should be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck/service truck on the Beat. This should be completed in a safe location at or near the Beat location, prior to beginning the shift.

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

Driver will be required to utilize a Tablet Computer 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 to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the Liability Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to the SBCTA as quickly as possible and no longer than thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

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 may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to 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, CHP may direct SBCTA 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 is required. The SBCTA FSP Program conducts a one hour refresher training class/meeting each quarter, for a total of four hours of on-going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.

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 determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract.

If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.

In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Driver Equipment.

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, 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 a 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; SBCTA will supply vests. 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. A large FSP logo patch shall be sewn across the middle portion of the back of each safety vest. SBCTA 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 Driver's first initial of first name and 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 nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.** 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 worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is 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 its representative, who is authorized 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 section 7.0 of the Scope of Work, 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 shall be located in 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 regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which he/she, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached 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. 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 Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

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
10	Interstate (I) 10 from Haven Avenue to Sierra Avenue	8.6	2	1

All Beats are currently scheduled to operate from 5:30 a.m. to 9:00 a.m. and from 2:00 p.m. to 7:00 pm (Monday through Friday).

In addition, Beat 10 will operate during the weekends (Saturdays and Sundays) during the term of this contract. Hours of operation for each weekend day will be between 10:00 am and 6:00 pm. This weekend FSP service is considered “Extra Work” per the contract definitions in Article 4. The weekend service requirements for the FSP beats are as follows:

At this time, SBCTA is conducting a “FSP Weekend Service Pilot Program,” effective December 2, 2017, in which the service areas are in a trial weekend service. The pilot program is designed for a five (5) year trial period; upon the conclusion of the trial (December 2022), SBCTA will determine if there is a need to continue the weekend service. This weekend program is considered “Extra Work” per the contract definitions in Article 4. The current weekend service requirements for the above referenced Beats are as follows:

Beat #	Beat Description	One-Way Length in Miles	# of Weekend Service trucks
10	Interstate (I) 10 from Haven Avenue to Sierra Avenue	8.6	2

This Beat requires two (2) Primary FSP Certified Tow Trucks and one (1) Primary FSP Certified Back Up Tow Truck available during all FSP operational service hours.

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat) during the course of the Contract.

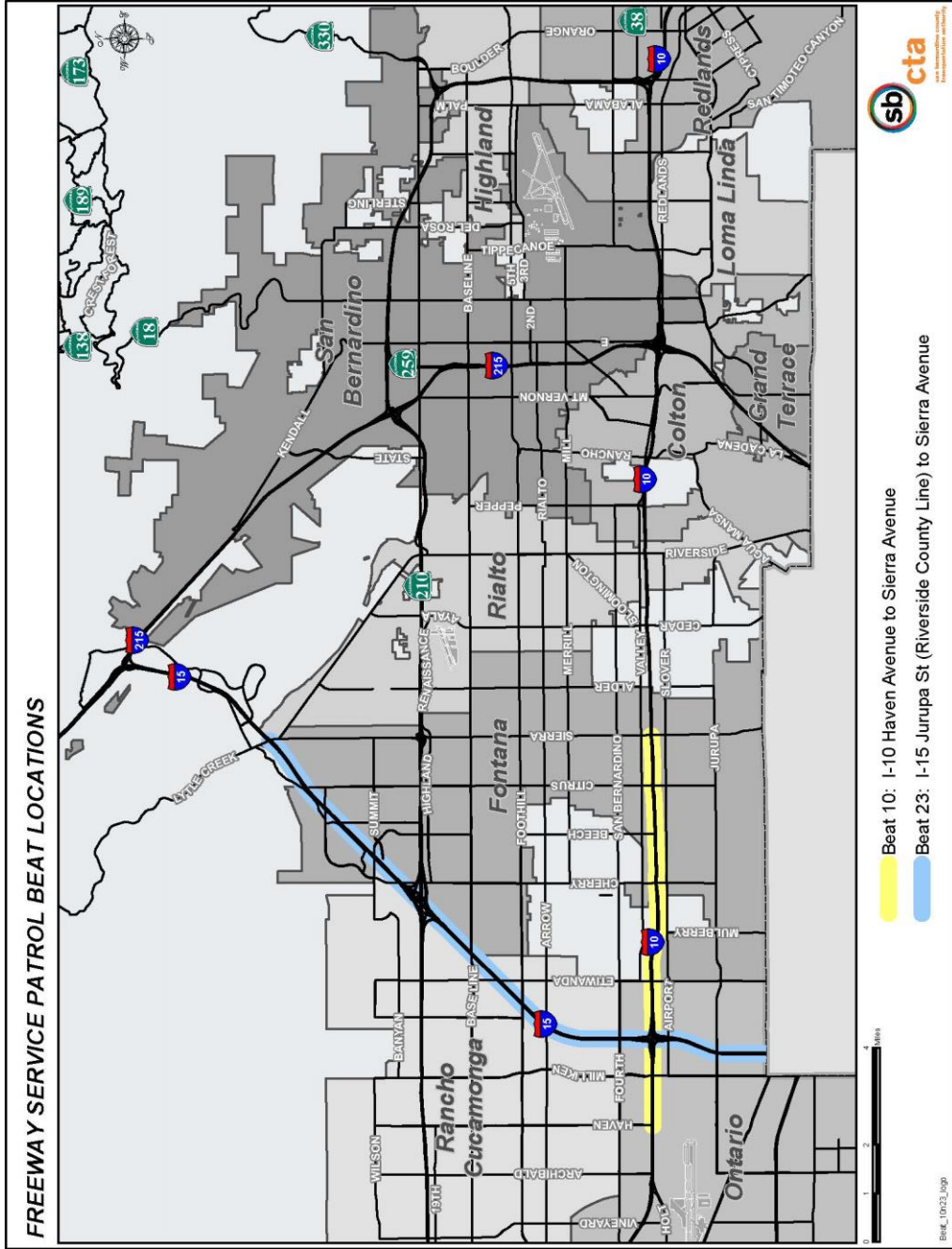
Please refer to Attached Map of Beat areas

“Extra Work” for emergency coverage shall be assigned for any of the eight (8) SBCTA service areas.

Beats 10 are the priority Beats for this contract, which means that should a primary truck go down; the “Extra Work” Beat truck shall be deployed back to the primary Beat. SBCTA 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 SBCTA.

The contractor shall hold to all required standards about truck image and maintenance for the FSP Certified Back-Up Tow 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.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA 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 of 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 ANNUAL service hours per vehicle per year: 2,908 (estimated to be 2,108 hours M-F, and 800 hours on Weekends)

In addition to the above service hours, at the discretion of SBCTA 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 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



General Contract Information

Contract No: 19-1002091 Amendment No.: _____ Sole Source? No

Vendor No.: 03251 Vendor/Customer Name: Royal Coaches Auto Body and Towing

Description: Freeway Service Patrol Beat 23

Estimated Start Date: 08/01/2019 Expiration Date: 07/31/2024 Revised Expiration Date: _____

List Any SBCTA Related Contracts Nos.: _____

Dollar Amount							
Original Contract		\$	1,570,683.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,570,683.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,570,683.00

Contract Authorization

Board of Directors _____ Date: 01/09/2019 Board _____ Item # 5351

Contract Management (Internal Purposes Only)

Payable _____ Other Contracts _____ No Budget Adjustment _____

Accounts Payable													
Total Contract Funding: \$								1,570,683.00					
Total Contingency: \$								-					
GL: 2820 15 0704 0000 52001 42213012								1,256,546.40	GL: 1 1 1 1 1 1 1				-
GL: 2810 15 0704 0000 52001 42212001								314,136.60	GL: 1 1 1 1 1 1 1				-
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EXHIBIT "A"**FREEWAY SERVICE PATROL FOR BEAT 23****BEAT 23: I-15 FROM JURUPA STREET TO SIERRA AVENUE****SCOPE OF WORK****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 number of FSP Certified Trucks:

Two (2) primary certified Freeway Service Patrol (FSP) tow trucks 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 as per the Standard Operating Procedures (SOP) Manual. 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 times, SBCTA 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. SBCTA and Caltrans have an agreement under 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 or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meeting every other month). The FSP TAC 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 meetings) who 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 SBCTA 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 for the entire calendar year; CHP provides the schedule via email.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

2.0 Contract Representatives.

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, 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 a 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 SBCTA’s contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

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.

SBCTA reserves the right, at any time during the contract's term, 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 (e.g., email) The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SBCTA 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:

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 one (1) year old with a maximum of 50,000 miles and 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 CHP, in conjunction with SBCTA, 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 applicable to 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 FSP Certified Tow Truck(s) or improperly equipped FSP Certified 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 for ALL service time lost. 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 Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA 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 inches by two inches and no greater than four 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 FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA 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 SBCTA 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
2-ton jack stand (1)
36. Wheel chock (1)
37. Four-way lug wrench (1 std.) (1)
38. Four way lug wrench (1 metric)

39. Rechargeable compressor or refillable air bottle,
hoses and fittings to fit tire valve stems, 100
psi capacity (1)
40. Flashlight and spare batteries or charger (1)
41. Tail lamps/stop lamps, portable remote
with extension cord (1 set)
42. 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)
43. Funnel, multi-purpose, flexible spout (1)
44. Pop-Up Dolly (with tow straps), portable for removing
otherwise un-towable vehicles (1)
45. Five (5)-gallon can with lid filled with clean absorb-all (1)
46. Empty trash can with lid (five gallon) (1)
47. Lock out set (1)
48. Safety glasses

Each FSP Certified 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.

49. Screwdrivers-
 - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min.)
 - ii. Phillips head - #1 and #2 (1 each, min.)
50. Needle nose pliers (1)
51. Adjustable rib joint pliers, 2" min. capacity (1)
52. Crescent wrench - 8" (1)
53. Crescent wrench - 12" (1)
54. Four (4) lb. hammer (1)
55. Rubber mallet (1)
56. Electrical tape, roll (1)
57. Duct tape, 20 yard roll (1)
58. Tire pressure gauge (1)
59. Mechanic's wire (roll) (1)
60. 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, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or the SBCTA. 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, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator

(AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back up FSP Tow Trucks no later than seven (7) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back up FSP tow trucks and/or service truck by the seventh (7th) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the contract.

At times, equipment such as an "outside speaker" or a handheld "mic," for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA 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 its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR'S invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA 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 "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an "outside speaker" or a "mic") as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA 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 SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA 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 SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit "C" of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If a FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle's availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service.

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) 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 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in paragraph A above, in which case fines shall begin immediately. If a FSP Certified 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.

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 Officers/Supervisors immediately. In addition, the Driver must indicate in the "notes" section of the Tablet Computer (per 4.0 E., below) that they have switched to a FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation COMMISSION (RCTC) or any other FSP service do 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. SBCTA 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 item

or equipment supplied by SBCTA, Caltrans or CHP that is 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 SBCTA 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 completely flat, clean, out of direct sunlight and out of public view when being stored.

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 and 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 SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-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. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice, any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA 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 FSP Certified 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 SBCTA 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 FSP 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 or video, or to 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 SBCTA, the driver or drivers associated with the incident will be removed from the program.

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

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled 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 SBCTA, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SBCTA, 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. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow or service truck during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designee, access to the Tablet Computers at any time during the course of the contract. If upon inspection SBCTA determines that the Tablet Computers are not being properly charged/stored; the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Modifications

Modifying FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, 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, SBCTA shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

- 1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.
- 2) SBCTA shall designate the AVL installer and technician that to review and repair the AVL systems.
- 3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice.

Please refer to Contract Exhibit "C" 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 at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass a FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.

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. Drivers 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.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat, whether to replenish expendable items such as gasoline or fire extinguisher, to take 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 into their Tablet Computer:

- Inspection worksheet prior to the commencement of driving the tow truck/service truck. This should be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck/service truck on the Beat. This should be completed in a safe location at or near the Beat location, prior to beginning the shift.

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

Driver will be required to utilize a Tablet Computer 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 to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the Liability Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to the SBCTA as quickly as possible and no longer than thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

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 may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to 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, CHP may direct SBCTA 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 is required. The SBCTA 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 Drivers and Back-Up Drivers for attendance at the required training.

As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.

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 determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract.

If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR'S expense.

In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Driver Equipment.

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, 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 a 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; SBCTA will supply vests. 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. A large FSP logo patch shall be sewn across the middle portion of the back of each safety vest. SBCTA 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 Driver's first initial of first name and 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 nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.** 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 worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is 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 its representative, who is authorized 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 section 7.0 of the Scope of Work, 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 shall be located in 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 regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which he/she, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached 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. 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 Exhibit "C" of the contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

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
23	Interstate (I) 15 from Jurupa Street to Sierra Avenue	9.61	2	1

All Beats are currently scheduled to operate from 5:30 a.m. to 9:00 a.m. and from 2:00 p.m. to 7:00 pm (Monday through Friday).

The Beats require two (2) Primary FSP Certified Tow Trucks and one (1) Primary FSP Certified Back Up Tow Truck available during all FSP operational service hours.

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat) during the course of the Contract.

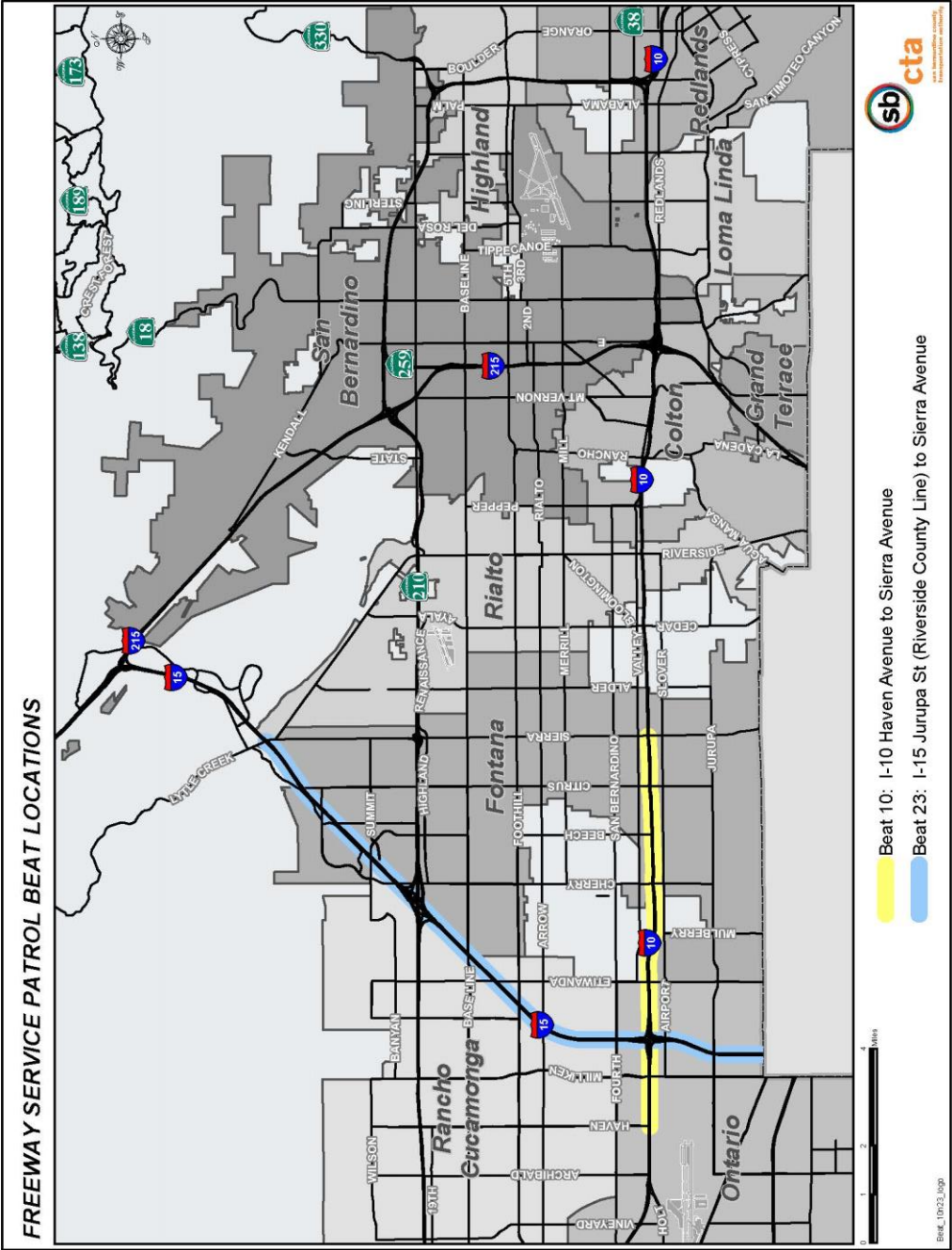
Please refer to Attached Map of Beat areas

“Extra Work” for emergency coverage shall be assigned for any of the eight (8) SBCTA service areas.

Beat 23 is the priority Beat for this contract, which means that should a primary truck go down; the “Extra Work” Beat truck shall be deployed back to the primary Beat. SBCTA 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 SBCTA.

The contractor shall hold to all required standards about truck image and maintenance for the FSP Certified Back-Up Tow 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.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA 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 of 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 ANNUAL service hours per vehicle per year: 2,908 (estimated to be 2,108 hours M-F, and 800 hours on Weekends)

In addition to the above service hours, at the discretion of SBCTA 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 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



Minute Action

AGENDA ITEM: 33

Date: January 9, 2019

Subject:

South Coast Air Quality Management District Presentation on Proposed Tax Measure

Recommendation:

Receive the presentation from the South Coast Air Quality Management District (SCAQMD) and provide direction on a proposal for legislation to allow SCAQMD to place a sales tax measure on the ballot to fund initiatives to benefit air quality.

Background:

Staff from the SCAQMD will present information about their proposal to seek authorization for the ability to place a sales tax on the ballot to provide funding for air quality improvement initiatives. A fact sheet on the proposal is attached to this item.

Financial Impact:

This item has no impact on the Fiscal Year 2018/2019 SBCTA budget.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
Board of Directors
Date: January 9, 2019

Witnessed By:

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority



Fact Sheet: Sales Tax Ballot Measure to Benefit Air Quality

Summary: This bill seeks authorization from the Legislature to allow a sales tax measure to be put on the ballot within the South Coast Air Quality Management District's (SCAQMD) jurisdiction, to clean the air, protect public health and reach attainment of federal air quality standards. This bill **does not** create a tax or a ballot measure directly, but instead allows either SCAQMD Governing Board action or a voter-driven initiative to put this proposal on the ballot.

Benefits of Proposed Programs: If approved by local voters, the tax will fund programs to assist in **eliminating** severe and unhealthy air pollution in Southern California and help:

- Greatly reduce serious health impacts, such as asthma, bronchitis, decreased lung growth in children, various cancer and cardiovascular risks, premature death, emergency room and hospital visits, and hundreds of thousands of estimated health-related lost work days and missed school days – overall resulting in estimated monetized health benefits totaling tens of billions of dollars every year;
- Benefit disadvantaged communities disproportionately impacted by air pollution and toxics;
- Create co-benefit reductions in greenhouse gas emissions;
- Avoid federal sanctions that could: 1) cut off billions of dollars in federal highway funds; 2) create stricter requirements for businesses; and 3) result in the federal government taking over local air quality efforts which could result in draconian measures that could hurt the local economy; and
- Transform the goods movement industry and other industrial sectors to zero or near-zero emission, benefitting air quality, climate, toxic exposure and the economy.

Need for Bill:

- The 17 million residents in the South Coast breathe some of the most polluted air in the nation, with the highest levels of ozone and second-highest levels of particulate matter (PM). In 2017 the region exceeded the federal ozone standard for 145 days.
- Children, the elderly, and those with pre-existing conditions are particularly vulnerable and cannot avoid these pollutants.
- About 80% of regional nitrogen oxide (NOx) emissions are from mobile pollution sources, with most from trucks and heavy-duty equipment.
- Funding for cleaner vehicles and equipment is urgently needed to improve public health and meet upcoming federal clean air deadlines which require a 45% reduction of NOx emissions by 2023 and 55% by 2031.
- Significant additional emission reductions will be required by 2038 to meet the more stringent federal 2015 ozone standard.

Note: The tax rate has not yet been established, but for context, a **½ cent sales tax on \$10,000 in taxable items per year is about \$4/month. Non-taxable items include: rent, groceries, utilities, prescriptions, etc.**

ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2018

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Robert A. Lovingood Board of Supervisors	X	X	X	X	X	X				X	X	X
Janice Rutherford Board of Supervisors		X		X	X				X	X	X	X
James Ramos Board of Supervisors		X	X		X	X	X		X	X		
Curt Hagman Board of Supervisors		X		X	X	X	X		X	X	X	
Josie Gonzales Board of Supervisors	X	X	X	X	X	X			X	X	X	X
Rich Kerr City of Adelanto		X	X			X				X		
Curt Emick Town of Apple Valley		X	X	X	X							
Julie McIntyre City of Barstow		X	X	X	X	X			X	X	X	X
Bill Jahn City of Big Bear Lake	X	X		X		X	X		X	X	X	X
Eunice Ulloa City of Chino	X	X	X	X	X	*	X		X	X	X	X
Ray Marquez City of Chino Hills	X	X	X	X	X	X	*		X	X	X	X
Frank Navarro City of Colton	X	X	X	X	X	X	X		X	X	X	X
Acquanetta Warren City of Fontana	X	X	X	X	X	X	X		X	X	X	X
Darcy McNaboe City of Grand Terrace	X	X	X	X	X	X	X		X	X	X	X
Bill Holland City of Hesperia	X		X	X	X	X	X		X	X		*

Communication: Attendance (Additional Information)

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

BOARD OF DIRECTORS ATTENDANCE RECORD – 2018

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Larry McCallon City of Highland		X	X	X	X	X	X		X	X	X	X
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X	X	X	X	X	X		X	X	X	X
John Dutrey City of Montclair	X	X	X	X	X	X	X		X	X	X	X
Edward Paget City of Needles	X	X	X	X	X	X	X		X	X	X	
Alan Wapner City of Ontario	X	X	X	X	X	X	X		X	X	X	X
L. Dennis Michael City of Rancho Cucamonga	X	X	X	X	*	X	X		X	X	X	X
Jon Harrison City of Redlands	X	X	X	*	X	*	*		*	*	*	*
Deborah Robertson City of Rialto		X	X		X		X		X		X	X
R. Carey Davis City of San Bernardino	X	X	X	X	X	X	X		X	X	X	X
Joel Klink City of Twentynine Palms	X	X	X	X	X	X	X		X	X		X
Debbie Stone City of Upland		X	X	X	*	X	*		X	X		X
Jim Kennedy City of Victorville	X	X			X							
David Avila City of Yucaipa			X	X	X	X	X		X	X	X	X
Rick Denison Town of Yucca Valley	X	X	X	X	X	X	X		X	X	X	X
John Bulinski Ex-Official Member		X	X	X	Christy Conners	X	Syed Raza		X	Janice Benton	Christy Conners	Michael Beauchamp

Communication: Attendance (Additional Information)

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at 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. 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

Acronym List

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

COMMITTEE MEMBERSHIP

San Bernardino County Transportation Authority (SBCTA) Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County	F. Navarro J. Mulvihill D. Robertson L. Michael R. Marquez B. Jahn B. Stanton C. Hagman	J. Mulvihill B. Jahn	D. Robertson	F. Navarro L. Michael R. Marquez B. Stanton C. Hagman
†San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees.		Julie McIntyre David Avila Ed Paget	Diane Williams Cynthia Moran Vacant	L. McCallon

Rules of Appointment

1. SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †SBCTA Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	12/31/20
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Janice Rutherford, Supervisor	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/19
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Curt Hagman, Supervisor, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$150 payment from Gold Line Authority for participation.	12/31/19 12/31/18
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary Deborah Robertson, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/20 12/31/20
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary Vacant, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets once a month on Thursdays at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/18 12/31/18

Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Vacant	Board of Directors	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4th Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA).</p>	12/31/19
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Vacant, Alternate Ray Marquez, Chino Hills, Alternate	Board of Directors (Recommendation made by the Transit Committee)	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	<p>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.</p> <p>SBCTA has not authorized payment of stipend for participation.</p>	12/31/20
California Vanpool Authority (CalVans)	Rick Denison, Yucca Valley, Primary Vacant, Alternate,	President	CalVans is a Joint Powers Authority (JPA) public transit agency that operates in 13 California urbanized areas including Riverside, Imperial, Ventura and Kern counties. Board meetings occur the second Thursday of each month at 10 a.m.	12/31/20

Communication: Appointments to External Agencies (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors. (Brown Act) * Board approved Vice Chair of MDC to serve as Mtn/Desert Subarea representative in place of MDC Chair	<u>West Valley</u> Alan Wapner, Ontario (Past President) L. Dennis Michael, Rancho Cucamonga Acquanetta Warren, Fontana Curt Hagman, Supervisor <u>East Valley</u> Frank Navarro, Colton (Chair/Vice President/Chair MVSS) Darcy McNaboe, Grand Terrace (Vice Chair/President) Larry McCallon, Highland Vacant (County) <u>Mountain/Desert</u> Bill Jahn, Big Bear Lake (Chair TC) Joel Klink, Twentynine Palms Rick Denison, Yucca Valley (Vice Chair MDC)*Robert A. Lovingood, Supervisor	6/30/2019 6/30/2019 6/30/2019 6/30/2019 6/30/2019 6/30/2019 6/30/2019 6/30/2019 6/30/2019 6/30/2019 6/30/2019 6/30/2019
Transit Committee Membership consists of 11 SBCTA Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member *** Board approved Transit Committee appointment concurrent with SCRRA appointment (Brown Act)	Bill Jahn, Big Bear Lake (Chair) L. Dennis Michael, Rancho Cucamonga (Vice Chair) Frank Navarro, Colton Vacant Larry McCallon, Highland* David Avila, Yucaipa Deborah Robertson, Rialto Alan Wapner, Ontario* Vacant Acquanetta Warren, Fontana Ray Marquez, Chino Hills***	12/31/2020 (6/30/2019) 12/31/2019 (6/30/2019) 12/31/2019 Indeterminate 12/31/2020 12/31/2020 Indeterminate 12/31/2019 Indeterminate

Communication: Committee Membership (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 12 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)	Julie McIntyre, Barstow (Chair) Rick Denison, Yucca Valley (Vice Chair) Bill Holland, Hesperia Curt Emick, Apple Valley Bill Jahn, Big Bear Lake Vacant, Adelanto Joel Klink, Twentynine Palms Vacant, Victorville Edward Paget, Needles Vacant, Supervisor Janice Rutherford, Supervisor Robert A. Lovingood, Supervisor	Indeterminate (6/30/201 Indeterminate (6/30/201 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

Policy Committee Meeting Times

General Policy Committee
 Transit Committee
 Mountain/Desert Committee

Second Wednesday, 9:00 a.m., SBCTA Office
 Second Thursday (following the Board of Directors meeting), 9:00 a.m., SBCTA Office
 Third Friday, 9:30 a.m., Victorville, CA

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)	Board of Directors Frank Navarro, Colton (Chair) Curt Hagman, Supervisor (Vice Chair)	6/30/2019 6/30/2019

Meeting Time: Second Thursday (following the Board of Directors meeting), 9:30 a.m., SBCTA Office

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

Joint Sub-Committee	PURPOSE	MEMBERSHIP
I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee Members of the committee will be members of the SBCTA Board of Directors and will be appointed by the SBCTA Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SBCTA Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.	The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)	Alan Wapner, Ontario – Chair Josie Gonzales, Supervisor – Vice Chair Robert A. Lovingood, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Dusty Rigsby, Loma Linda Deborah Robertson, Rialto Janice Rutherford, Supervisor Vacant Acquanetta Warren, Fontana

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 11 members appointed by the SBCTA Executive Director.</p> <p>5 representing Public Transit Providers</p> <p>1 representing County Dept. of Public Works</p> <p>2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively.</p> <p>5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings</p> <p>(2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications</p> <p>(3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan</p> <p>(4) Review call for projects for Federal Transit Administration Section 5316, and 5317 grant applications</p> <p>(5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit</p> <p>(6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit</p> <p>(7) Receive annual reports on funded specialized programs funded through FTA Section 5316, 5317 and Measure I</p> <p>(8) Identify regional or county level areas of unmet needs</p> <p>(9) Address special grant or funding opportunities</p> <p>(10) Address any special issues of PASTACC voting and non-voting members (Brown Act)</p>	<p>Standing Membership –</p> <p>Morongo Basin Transit Authority, Manager *</p> <p>Mountain Area Regional Transit Authority, Manager *</p> <p>Needles Area Transit, Manager *</p> <p>Omnitrans, Manager *</p> <p>Victor Valley Transit Authority, Manager *</p> <p>County of San Bernardino Dept. of Public Work, Manager *</p> <p>At Large Membership –</p> <p>San Bernardino Dept. of Aging and Adult Services, Director *</p> <p>Foothill Aids, Director *</p> <p>OPARC, Director *</p> <p>Community Senior Services, Director *</p> <p>Loma Linda Medical Center, Manager</p>	<p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>5/31/2020</p> <p>9/30/2020</p> <p>9/30/2020</p> <p>2/28/2019</p> <p>5/31/2020</p>

Meeting Dates and Time: Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

* Manager or Director may designate alternate/s

Communication: Committee Membership (Committee Membership)

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

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <p>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</p> <p>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding.</p> <p>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Donald Driftmier (A)</p> <p>Vacant (B)</p> <p>Wayne Hendrix (C)</p> <p>Norman Orfall (D)</p> <p>Mike Layne (E)</p> <p>Darcy McNaboe, Ex-Officio</p> <p>Ray Wolfe, Ex-Officio</p>	<p>12/31/20</p> <p>12/31/20</p> <p>12/31/22</p> <p>12/31/18</p> <p>12/31/22</p>

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Legislative</p> <p>In March 2013, the SBCTA Board President appointed this ad hoc committee.</p> <p>This committee will consist of the SBCTA Board Officers.</p>	<p>Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.</p>	<p>President – Darcy McNaboe, Grand Terrace</p> <p>Vice President – Frank Navarro, Colton</p> <p>Immediate Past President – Alan Wapner, Ontario</p>

Communication: Committee Membership (Committee Membership)

Council of Governments Ad Hoc Committee In June 2016, the SBCTA Board President appointed this ad hoc committee.	To provide direction relative to the Council of Governments annual work plan.	Alan Wapner, Ontario – Chair Curt Emick, Apple Valley Josie Gonzales, Supervisor Bill Jahn, Big Bear Lake Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Vacant Janice Rutherford, Supervisor
ByLaws Ad Hoc Committee In December 2016, the Board of Directors authorized the reactivation of the Ad Hoc Committee and the President to make appointments.	To study the Bylaws and make recommendations to the Board on necessary or desirable Bylaws amendments.	Alan Wapner, Ontario Robert Lovingood, County of San Bernardino Janice Rutherford, County of San Bernardino Dusty Rigsby, Loma Linda

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SBCTA.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT.

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