



**SPECIAL MEETING
OF THE EXECUTIVE COMMITTEE**

**AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION
(AMIGA)**

**SAN BERNARDINO COUNTY GOVERNMENT CENTER
385 N. ARROWHEAD AVENUE
5TH FLOOR – CITRUS ROOM
SAN BERNARDINO, CALIFORNIA**

WEDNESDAY, JULY 31, 2013, 4:00 PM

MEETING AGENDA

- 1. Call to Order (Chair Gonzales)**
- 2. Action Item:**
Direct staff to investigate the feasibility of refinancing the “Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) Special Tax Bonds, Series 2003” and adopt Resolution No. 2013-3 approving consulting agreements with various professional service providers for the refinancing of “Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) Special Tax Bonds, Series 2003.” (Presenter: Michelle Blakemore, Chief Assistant, County Counsel, County of San Bernardino and counsel to AMIGA)
- 3. City of Rialto staff report on possible expansion of AMIGA to address transportation issues (Presenter: Marcus Fuller, P.E., P.L.S., Public Works Director/City Engineer, City of Rialto)**
- 4. County Counsel report on potential amendments to AMIGA Joint Powers Agreement (Presenter: Michelle Blakemore, Chief Assistant County Counsel, County of San Bernardino and counsel to AMIGA)**
- 5. Public Comment**
- 6. Adjournment (Chair Gonzales)**

ITEM NO. 2

**REPORT/RECOMMENDATION TO THE
AUGA MANSA INDUSTRIAL GROWTH ASSOCIATION
EXECUTIVE COMMITTEE
AND RECORD OF ACTION**

July 31, 2013

ITEM NO. 2

FROM: JEFFREY O. RIGNEY, Director
Special Districts Department, County of San Bernardino

SUBJECT: RESOLUTION APPROVING CONSULTING AGREEMENTS WITH VARIOUS PROFESSIONAL SERVICE PROVIDERS CONCERNING THE REFINANCING OF "AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1 (AGUA MANSA INDUSTRIAL CENTER) SPECIAL TAX BONDS, SERIES 2003"

RECOMMENDATION(S)

Adopt Resolution No. 2013-03 approving consulting agreements with various professional service providers concerning the refinancing of "Agua Mansa Industrial Growth Association Community Facilities District No. 2002-3 (Agua Mansa Industrial Center) Special Tax Bonds, Series 2003."
(Presenter: Jeffrey O. Rigney, Director, Special Districts Department, County of San Bernardino, 909- 387-5967)

FINANCIAL IMPACT

All costs of the refinancing will be paid by the proceeds from the sale of the refinancing bonds. The bonds will be repaid by a special tax levy paid by the property owners in the Community Facilities District.

BACKGROUND INFORMATION

In 1992, the AMIGA Executive Committee approved the development of a Community Facilities District (89-1) encompassing an area designated as the Agua Mansa Industrial Center to finance infrastructure needed to accommodate business and industry that were being attracted to the Agua Mansa Enterprise Zone. Tax exempt bonds totaling \$16,365,000 were issued to pay for infrastructure improvements. In 2003, Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) Special Tax Bonds, Series 2003, in the amount of \$12,705,000 were issued to redeem the 89-1 bonds.

Page 1 of 2

Moved: _____ Second: _____ Aye: _____ Nay: _____

Approved Date: _____

Secretary of the Governing Board _____

**RESOLUTION APPROVING CONSULTING AGREEMENTS WITH VARIOUS
PROFESSIONAL SERVICE PROVIDERS CONCERNING THE REFINANCING OF "AGUA
MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO.
2002-1 (AGUA MANSA INDUSTRIAL CENTER) SPECIAL TAX BONDS, SERIES 2003"
JULY 31, 2013
PAGE 2 of 2**

Refinancing of the bonds by the issuance of lower-interest bonds would effectively reduce the annual special tax levied on the property owners in the community facilities district. If an acceptable lower-interest rate cannot be obtained then the refinancing of the bonds will not occur.

A refinancing of the bonds would require staff and other professional consultants to prepare the documentation required in connection with a proposed refinancing of outstanding bonds. At the direction of the AMIGA Executive Committee, staff conducted a Request for Proposals for professional consultants (Attachment 1). A selection committee, consisting of staff from the County of San Bernardino (County Counsel, Special Districts Department, and the Treasurer), and the City of Colton, met on Friday, July 19, 2013, and the firms listed below (No. 2) were selected as the designated firms.

Adoption of this resolution would:

1. Direct staff to investigate the potential and timing for refinancing and prepare the documents required for such a refinancing of outstanding bonds with the assistance of specialized professional firms in the areas of legal, financial advisory and underwriting. Prior to the sale of any refinancing or refunding bonds of the Community Facilities District, the Executive Committee will be presented, for consideration and approval, authorization for the issuance of bonds, including the financing document, and terms thereof. The contracts for the professional service providers approved by the Executive Committee will be brought back for approval at a later date if the proposed refinancing is feasible and moves forward.
2. Designate the following firms to provide professional services:
Underwriter: PiperJaffray & Co.
Bond Counsel: McFarlin & Anderson, LLP
Disclosure Counsel: Fulbright & Jaworski, LLP
Financial Advisor: CSG Advisors
3. Direct the Secretary to engage any additional professional consultants, specifically, an appraiser and absorption consultant, if needed, and to take such further actions as may be necessary to facilitate the evaluation of the proposed refinancing of the outstanding bonds.

REVIEW BY OTHERS

This item has been reviewed by Michelle Blakemore, Chief Assistant County Counsel, County of San Bernardino, and counsel to AMIGA, 387-5445 on July 22, 2013.

Responses to Request for Proposals
for Professional Service Providers
for Refinancing of Aqua Mansa Industrial Growth Association
Community Facilities District 2002-1

UNDERWRITERS

PiperJaffray

Stifel, Nicolaus & Company

SWS Southwest Securities

FINANCIAL ADVISOR

CSG Advisors

Feldman Rolapp & Associates

KNN Public Finance

BOND COUNSEL

McFarlin & Anderson LLP

Orrick, Herrington & Sutcliffe LLP

Fulbright & Jaworski LLP

DISCLOSURE COUNSEL

Fulbright & Jaworski LLP

McFarlin & Anderson LLP

Orrick, Herrington & Sutcliffe LLP

Stradling Yocca Carlson & Rauth

RESOLUTION NO. 2013-03

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION DESIGNATING VARIOUS PROFESSIONAL SERVICE PROVIDERS CONCERNING REFINANCING OF MELLO-ROOS BONDS

WHEREAS, the Executive Committee (the "Executive Committee") of the Agua Mansa Industrial Growth Association ("AMIGA") is the legislative body of Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) (the "District"), established pursuant to the provisions of the Mello-Roos Community Facilities District Act of 1982, as amended (California Government Code Sections 53311, *et seq.*; the "Act"), and has conducted proceedings resulting in the issuance and sale of bonds or debt pursuant to the Act; and

WHEREAS, the Executive Committee requires the assistance of County staff and other professional consultants to prepare the documentation required in connection with a proposed refinancing of outstanding bonds;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE EXECUTIVE COMMITTEE OF THE AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct.

Section 2. Direction to Staff; Bonds. The staff of AMIGA is hereby directed to prepare the documentation required in connection with a proposed refinancing of outstanding bonds of the District. Prior to the sale of any bonds of the District, the Executive Committee will be presented, for consideration and approval, authorization for the issuance of bonds, including the financing documents and terms thereof.

Section 3. Designation of Underwriter. AMIGA hereby designates as underwriter the firm of PiperJaffray & Co. (the "Underwriter") to provide investment banking services to AMIGA in connection with the proposed refinancing of outstanding bonds through the sale of special tax bonds of the District.

Section 4. Designation of Bond Counsel. AMIGA hereby designates as bond counsel the firm of McFarlin & Anderson ("Bond Counsel") to provide legal services to AMIGA in connection with the proposed refinancing of outstanding bonds, including the preparation of all certificates, notices, affidavits, resolutions, ordinances and financing and closing documentation, and the issuance of its legal opinion as to the tax-exempt nature of interest of bonds issued for the indicated purpose.

Section 5. Designation of Disclosure Counsel. AMIGA hereby designates as disclosure counsel the firm of Fulbright & Jaworski, LLP ("Disclosure Counsel") to provide legal services to AMIGA for the proposed refinancing of outstanding bonds.

Section 6. Designation of Financial Advisor. AMIGA hereby designates as financial advisor CSG Advisors (the "Financial Advisor") to provide financial advisory services to AMIGA in connection with the proposed refinancing of outstanding bonds.

Section 7. Additional Consultants; Further Actions. The Secretary is directed to engage any additional professional consultants, including but not limited to, an appraiser and absorption consultant, if needed, and to take such further actions as may be necessary to facilitate the evaluation of the proposed refinancing of the outstanding bonds.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the Executive Committee of AMIGA, on this 31st day of July, 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

CHAIR OF THE EXECUTIVE COMMITTEE OF
THE AGUA MANSA INDUSTRIAL GROWTH
ASSOCIATION ON BEHALF OF AGUA MANSA
INDUSTRIAL GROWTH ASSOCIATION
COMMUNITY FACILITIES DISTRICT NO. 2002-1

ATTEST:

SECRETARY OF AMIGA

APPROVED AS TO FORM AND CONTENT:

Date:

Jean-Rene Basle, County Counsel
San Bernardino County, California

By _____
Dawn M. Messer
Deputy County Counsel

ITEM NO. 3

**REPORT/RECOMMENDATION TO THE
AUGA MANSA INDUSTRIAL GROWTH ASSOCIATION
EXECUTIVE COMMITTEE
AND RECORD OF ACTION**

July 31, 2013

ITEM NO. 3

FROM: **JEFFREY O. RIGNEY, Director**
 Special Districts Department, County of San Bernardino

SUBJECT: **REPORT FROM CITY OF RIALTO ON THE POSSIBLE EXPANSION OF THE
AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION JOINT POWER
AGREEMENT**

RECOMMENDATION(S)

Accept report from the City of Rialto on the proposed expansion of the Agua Mansa Industrial Growth Association Joint Powers Agreement to include additional members and to expand duties that would address transportation issues within the corridor.

(Presenter: Jeffrey O. Rigney, Director, Special Districts Department, County of San Bernardino, 909-387-5967)

FINANCIAL IMPACT

There is no financial impact associated with the acceptance of this report to the Agua Mansa Industrial Growth Association JPA or any of the member agencies as the report is intended for information purposes only.

BACKGROUND INFORMATION

At the June 5, 2013 Executive Committee meeting for the Agua Mansa Industrial Growth Association (AMIGA), the City of Rialto made a presentation on the possible expansion of membership to the AMIGA JPA and to expand the duties of the committee to address transportation issues within the corridor. At the conclusion of the presentation, AMIGA staff requested that the City submit a written report to the Executive Committee outlying the presentation. Acceptance of the report (Attachment "A") satisfies this request.

REVIEW BY OTHERS

This item has been reviewed by Michelle Blakemore, Chief Assistant County Counsel, County of San Bernardino and counsel to AMIGA on July 22, 2013.

Page 1 of 1

Moved: _____ Second: _____ Aye: _____ Nay: _____

Approved Date: _____

Secretary of the Governing Board _____



City of Rialto

California

July 17, 2013

SUBJECT: REQUEST TO UTILIZE THE AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION TO PROVIDE OVERSIGHT AND DEVELOP A FINANCIAL MODEL TO COORDINATE MITIGATION OF TRANSPORTATION IMPACTS AND IMPLEMENTATION OF TRANSPORTATION IMPROVEMENTS WITHIN THE AGUA MANSA CORRIDOR

BACKGROUND INFORMATION

On May 17, 1985 the counties of San Bernardino and Riverside, and the cities of Colton, Rialto and Riverside submitted an application to the state of California to establish an Enterprise Zone designation for the Agua Mansa area. As part of the joint application, the agencies agreed to establish a Joint Powers Agreement (JPA) to implement the Enterprise Zone. The Agua Mansa Industrial Growth Association JPA was formally established later in 1985, with approval by San Bernardino County noted on October 28, 1985. A copy of the JPA is included as **Attachment 1**. As stated in the JPA:

The purpose of this Agreement is to create a separate public agency, the AMIGA, which shall utilize powers common to the Parties to manage, coordinate, market and administer economic development programs and projects in the Agua Mansa area...whether or not such area is designated an enterprise zone. The AMIGA's purposes shall include, but not be limited to, the following:

- a. Implement a joint marketing program for the Enterprise Zone's designated areas;
- b. Coordinate the development of a needs analysis to arrive at a comprehensive economic development plan and implementation strategy for designated Enterprise Zone areas;
- c. Assist in the coordination of the Parties implementing the Agua Mansa Industrial Corridor Specific Plan and E.I.R.;
- d. Act as a clearinghouse for small business assistance to aid start-up and business expansion efforts;
- e. Assist development of joint powers financing for inter-jurisdictional capital improvements, infrastructure improvements, and other uses, through various financial mechanisms;
- f. Serve as a one-stop assistance center for various development needs, services, job creation efforts and other economic development incentives;
- g. Assist coordination and targeting of available federal, state and local funds and development programs;
- h. Assist development of computerized economic information systems, establishing and/or utilizing data bases necessary for economic growth;
- i. Coordinate private sector input to financial programs, development programs and other AMIGA projects;
- j. Perform such other functions as may be deemed necessary and appropriate to meet the objectives of the Enterprise Zone's designated area.

Expansion of AMIGA Roles and Responsibilities

July 17, 2013

Page 2 of 4

The JPA coordinated economic development within the Agua Mansa area, facilitated by the Agua Mansa Specific Plan and Enterprise Zone Environmental Impact Reports. The JPA was established specifically as a coordinating agency which would be able to facilitate development activities which traverse the multiple jurisdictional boundaries. Ultimately, the JPA facilitated the establishment of Community Facilities District No. 1989-1 (CFD 1989-1) to assist in financing certain public improvements associated with a small portion of the JPA boundary, extending across county lines into unincorporated areas of San Bernardino and Riverside counties. As a result of the bankruptcy of properties owned by Can Fibre, tax payments to CFD 1989-1 were defaulted, and CFD 1989-1 was restructured as Community Facilities District No. 2002-1 in 2002/2003.

For many years, the JPA has conducted an annual meeting for the simple purpose of administering the annual levy of special taxes established by CFD 2002-1. The JPA has not been used for the wide ranging responsibilities identified in its establishment. However, the City of Rialto proposes that the JPA can and should be used under the context of its establishment, to assist and coordinate on the evaluation and mitigation of transportation impacts generated by economic development within a greater Agua Mansa area.

The City of Rialto has recently submitted a Transportation Planning Grant to the California Department of Transportation ("Caltrans") for a comprehensive study of anticipated growth within a 17,800 acre area, (the "Study Area"), that includes unincorporated Riverside and San Bernardino Counties, and the cities of Colton, Fontana, Jurupa Valley, Rialto, and Riverside. A map of the Study Area is included as **Attachment 2**. The study will analyze how growth will impact mobility, access, safety, and environmental health for all modes of transportation, and identify how land use decisions made individually by each jurisdiction may be coordinated to preserve and improve the transportation system. A copy of the grant application is included as **Attachment 3**.

As stated in the Project Description, as the objective of the City of Rialto's grant application:

The Study Area is central to the Inland Empire, with heavy industrial, commercial and residential areas offered with prime access to three major freeways and the Union Pacific Railroad. With southern California processing 40% of all goods that the U.S. receives through the Ports of Los Angeles and Long Beach, this geographic region has experienced significant growth to accommodate goods movement given its proximity to these vital transportation corridors. The Study Area is also divided between two different County Transportation Commissions each of which administer separate Transportation Measures A and I to mitigate traffic impacts through establishment of traffic mitigation fees to address transportation improvements required to accommodate growth. Within the Study Area is a local transportation system that provides access from the developing residential, commercial and industrial properties to the state highway system. As development of high density commercial and industrial projects occur within the Study Area, adequately addressing traffic impacts to the local transportation system is challenging given the division of jurisdiction between the two different County Transportation Commissions, their independent assessment of traffic impact fees, and implementation of transportation improvements to the local transportation system individually by the respective jurisdiction. A new collaborative approach that encompasses evaluation and coordination of traffic impacts within the Study Area is necessary. The City of Rialto proposes to commission a comprehensive study of anticipated growth within the Study Area to analyze how that growth will impact existing and future mobility, access, safety and environmental health for all modes of

Expansion of AMIGA Roles and Responsibilities

July 17, 2013

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transportation. The study will also analyze the impacts growth may have on economic opportunities within each jurisdiction, and identify how land use decisions made individually by each jurisdiction may be made to ensure that shared economic opportunities, equity and environmental protection occurs for all of the jurisdictions within the Study Area. Ultimately, the study will be used to develop a financial model to serve as the basis for coordinating regional improvements on the local transportation system that extend into different jurisdictions to preserve the overall transportation system and to ensure access and mobility is maintained while mitigating the impacts of economic development and cumulative effects of pollution in the Study Area.

As stated in the Project Implementation as the final product of the City of Rialto's grant application:

The comprehensive study will require an iterative and collaborative approach that is inclusive of all stakeholders in each of the respective participating agencies. The study will develop planning guidelines that span jurisdictional lines, providing a consolidated and comprehensive look at multi-modal transportation issues occurring within the Study Area, including emphasis on providing safe access for pedestrians and bicyclists given the high volume of truck traffic being generated within the Study Area, and the cumulative effects of pollution from traffic. Whereas the land use and circulation plans that apply to the Study Area are currently divided between seven different jurisdictions (Riverside and San Bernardino counties, and the cities of Colton, Fontana, Jurupa Valley, Rialto, and Riverside) - the comprehensive study will consolidate the information from those plans to allow the AMIGA JPA to more effectively address the transportation challenges facing all of the jurisdictions now and in the future as economic development continues to occur.

Specifically, the comprehensive study will include a consolidation of each jurisdiction's General and Specific Plans that apply within the Study Area...

The comprehensive study will be implemented through a financial model that may identify supplemental traffic uniform mitigation fees (or "TUMF") necessary to implement the required range of transportation projects required to ensure successful development within the Study Area. As the Study Area is divided between two different County Transportation Commissions, coordination with the San Bernardino Associated Governments ("SANBAG") and the Western Riverside Council of Governments ("WRCOG") will occur. A partnership of our efforts with SANBAG and WRCOG will enable the outcome of the comprehensive study to be coordinated in a way that facilitates incorporation of any supplemental TUMF as a subset to and component of the TUMF programs administered by SANBAG and WRCOG. Ultimately, when the appropriate supplemental TUMF is identified, the AMIGA JPA will coordinate receipt of TUMF generated from development projects approved within the Study Area, and coordinate expenditure of TUMF on prioritized transportation projects that ensure the most effective implementation of the transportation solutions identified in the comprehensive study.

The City of Rialto envisions the AMIGA JPA as having a central role in fostering coordination between adjacent agencies in ways to avoid potential litigation regarding the evaluation and mitigation of transportation impacts. The City of Rialto proposes that the AMIGA JPA refocus its attention on facilitating economic development within a broader Agua Mansa area, expanding its borders to include the City of Fontana as well as the recently incorporated City of Jurupa Valley.

Expansion of AMIGA Roles and Responsibilities
July 17, 2013
Page 4 of 4

Vital local transportation corridors extend across multiple jurisdictions within the Agua Mansa area; the AMIGA JPA can foster economic development by working beyond these jurisdictional lines and coordinating on behalf of the member agencies to evaluate impacts, identify mitigation, collect impact fees, and implement capital projects to improve transportation throughout the Agua Mansa area.

FINANCIAL IMPACT

The City of Rialto has estimated the total cost of the transportation planning study at \$314,300 and has requested the maximum grant amount of \$250,000 from Caltrans through the Transportation Planning Grant. A local match of \$27,800 is required, in addition to \$36,500 of estimated local "in-kind" matching funds made up primarily from internal staff time of various participating agencies (i.e. Rialto, Riverside, SANBAG, etc). In the event the City of Rialto is unsuccessful in obtaining the \$250,000 Caltrans Transportation Planning Grant, it is recommended that the AMIGA Executive Committee consider establishing joint funding by the participating agencies to fully fund the transportation planning study. Future costs will be determined upon completion of a financial model to be developed as a result of the transportation planning study.

MINUTES OF THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA

October 28, 1985

FROM: KENNETH C. TOPPING, Deputy Administrator
Environmental Public Works Agency

SUBJECT: RESOLUTION APPROVING THE JOINT POWERS AGREEMENT (JPA) CREATING
THE AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION (AMIGA)

RECOMMENDATION:

1. Adopt Resolution Number 85-521 approving the Joint Powers Agreement creating the Agua Mansa Industrial Growth Association (AMIGA).
2. Appoint Supervisor Barbara Cram Riordan as a member of AMIGA's Executive Committee, and appoint Supervisor Robert L. Hammock as an alternate member of AMIGA's Executive Committee.

BACKGROUND: On May 17, 1985, the counties of San Bernardino and Riverside and the cities of Colton, Rialto and Riverside, submitted a joint pre-application to the State Department of Commerce for Enterprise Zone designation. This joint application was ranked third in a field of fifty-seven. The top twenty applicants must submit a final application and draft Environmental Impact Report (EIR) by November 5, 1985. The Joint Powers Agreement is part of the application and is exempted from the EIR process, however, the JPA is addressed in both the Agua Mansa Specific Plan and Enterprise Zone Environmental Impact Reports.

REASON FOR RECOMMENDATION: The Agua Mansa Industrial Corridor Specific Plan demonstrated the need to create a coordinating agency which would be able to facilitate development activities which traverse jurisdictional boundaries. The identification of this problem in the industrial corridor, having four jurisdictions, becomes more evident when discussing the Enterprise Zone's Industrial/Commercial/Eligible areas. The final application must include a mechanism already in place that overcomes this problem.

REVIEW BY OTHER DEPARTMENTS: County Counsel (Rex Hinesley)

Resolution to:

cc: EPWA-Topping
Co. of Riverside w/agr.
c/o HCD
City of Colton w/agr.
c/o HCD
City of Rialto w/agr.
c/o HCD
City of Riverside w/agr.
c/o HCD
County Counsel
Auditor w/agr.
HCD w/7 agr.
EDD
Deborah Barmack

Action of the Board of Supervisors

Resolution 85-521 AND Agreement 85-866

APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

MOTION	<u>X</u>	SECOND	MOTION	<u>X</u>	ABSENT
	1	2	3	4	5

MARTHA M. SEKERAK, CLERK OF THE BOARD

BY Susan M. Rame

DATED: OCTOBER 28, 1985

ITEM 77

BOARD OF SUPERVISORS
OCTOBER 28, 1985
PAGE 2

FINANCIAL DATA: The JPA will require a yearly contribution of \$6,000, which can be obtained from Community Development Block Grant funds. Future special projects may require other funds but only on a pro rata basis and with approval from each jurisdiction involved. State and Federal incentives and consequential growth of tax base will generate increased property tax revenues. Therefore, there is no known impact of this agreement on the County General Fund.

RESOLUTION NO: 85-521

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO APPROVING THE JOINT POWERS AGREEMENT ("JPA") BETWEEN THE COUNTIES OF RIVERSIDE AND SAN BERNARDINO, AND THE CITIES OF COLTON, RIALTO, AND RIVERSIDE, CREATING THE AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION ("AMIGA"), APPOINTING SUPERVISOR BARBARA CRAM RIORDAN AS A MEMBER OF AMIGA'S EXECUTIVE COMMITTEE, AND APPOINTING SUPERVISOR ROBERT L. HAMMOCK AS AN ALTERNATE MEMBER OF AMIGA'S EXECUTIVE COMMITTEE.

On Monday, October 28, 1985, on motion of Supervisor Riordan, duly seconded by Supervisor McElwain, and carried, the following resolution is adopted:

SECTION 1. The Board of Supervisors of the County of San Bernardino hereby finds and determines that:

a. The Counties of Riverside and San Bernardino, and the Cities of Colton, Rialto, and Riverside ("Jurisdictions"), have determined that there exists a need to stimulate private investment in business and industrial growth in economically depressed areas within the boundaries of the Jurisdictions; and

b. The Jurisdictions have determined that the various economically depressed areas are not only contiguous but share similar community characteristics and should, therefore, be treated as a single area known as Agua Mansa; and

c. The Jurisdictions have petitioned the State's Department of Business and Economic Development to designate, pursuant to the Enterprise Zone Act of Government Code Section 7070 et seq., the area as an enterprise zone to be known as the Agua Mansa Enterprise Zone; and

d. The Jurisdictions have determined that there exists a need to jointly exercise their powers to manage, coordinate, market and administer economic development programs and projects in the Agua Mansa area; and

e. The Jurisdictions formed a Steering Committee to

OFFICE OF THE
COUNTY CLERK
385 NORTH ARROYO AVENUE
SAN BERNARDINO, CA 92415 0140

RAH:md
10/10/85
AMIGA-Res

10/23/85 SMR Item #77

1 negotiate the formation of a Joint Powers Agreement to create a
2 separate agency to utilize powers common to the Jurisdictions to
3 manage, coordinate, market and administer economic development
4 programs and projects in the Agua Mansa area; and

5 f. A JPA creating the Agua Mansa Industrial Growth
6 Association has been drafted and approved by the Steering Commit-
7 tee, and the proposed draft has been furnished to each of the
8 Jurisdictions for adoption; and

9 g. Each of the Jurisdictions is a public agency and
10 each is authorized and empowered to contract with all the other
11 Jurisdictions for the joint exercise of powers under Article I,
12 Chapter 5, Division 7, Title 1 of the Government Code of the
13 State of California, Sections 6500 et seq.

14
15 SECTION 2. The Board of Supervisors hereby further
16 finds, determines, resolves and orders:

17 a. That the Environmental Hearing Officer of the
18 County of San Bernardino properly found and determined that the
19 proposed formation of the JPA is exempt under the provisions of
20 the California Environmental Quality Act and the Notice of Exemp-
21 tion issued by said officer is hereby approved and adopted;

22 b. That the Clerk of the Board of Supervisors shall
23 file with the official records of said Clerk pursuant to Section
24 21152 of the Public Resources Code of the State of California an
25 appropriate Notice of Exemption.

26
27 SECTION 3. The Board of Supervisors therefore hereby
28 resolves and orders:

29 a. That the proposed JPA is approved and the Chairman
30 is authorized to execute the JPA on behalf of the County;

31 b. That Supervisor Barbara Cram Riordan is appointed
32 the County's member of AMIGA's Executive Committee; and

33 c. That Supervisor Hammock is appointed the
34 County's alternate member of AMIGA's Executive Committee.

35 PASSED AND ADOPTED by the Board of Supervisors of San
36 Bernardino County, State of California, by the following vote:

Res. 85-521 (continued)

AYES: Supervisors: Joyner, McElwain, Riordan, Townsend

NOES: Supervisors: None

ABSENT: Supervisors: Hammock

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.

I, MARTHA M. SEKERAK, Clerk of the Board of Supervisors of San Bernardino County, California, hereby certify the foregoing to be a full, true and correct copy of the record of the action as the same appears in the Official Minutes of said Board at its meeting of October 28, 1985

MARTHA M. SEKERAK, Clerk of the Board of Supervisors of San Bernardino County

By Susan M. Ramos
Deputy

OFFICE OF THE CLERK
COUNTY OF SAN BERNARDINO
385 NORTH ARROWAY AVENUE
SAN BERNARDINO, CA 92415-0140



COUNTY OF SAN BERNARDINO
CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY				
County Department EPWA			Contract Number 85-866	
County Department Contract Representative KENNETH C. TOPPING			Contractor's License Number:	
Ph. Ext. 1215				
Budget Unit No. 2230	Sub-Object No. 020	Fund No. 155	Job No.	Amount of Contract \$6,000
Project Name: AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION JOINT POWERS AGREEMENT			If contract has more than one payment or receipt, complete the following: Payments Estimate: _____ Approximate Amount Each: _____	

Contractor: COUNTIES OF SAN BERNARDINO AND RIVERSIDE, CITIES OF COLTON, RIALTO AND RIVERSIDE

Birth Date N/A Federal ID No. or Social Security No. N/A

Contractor's Representative: _____

Address: _____ Phone: _____

Nature of Contract: *(Briefly describe the general terms of the contract.)*

The Agua Mansa Industrial Growth Association Joint Powers Agreement creates the mechanism for administrating the activities which will occur within the proposed Agua Mansa Enterprise Zone.

On May 17, 1985, the counties of San Bernardino and Riverside and the cities of Colton, Rialto and Riverside, submitted a joint pre-application to the State Department of Commerce for Enterprise Zone designation. This joint application was ranked third in a field of fifty-seven. The Joint Powers Agreement is part of the application and is exempted from the EIR process, however, the JPA is addressed in both the Agua Mansa Specific Plan and Enterprise Zone Environmental Impact Reports.

The final application must include a mechanism already in place that overcomes the problems identified in the Agua Mansa Industrial Corridor Specific Plan and the Agua Mansa Enterprise Zone EIR.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Reviewed as to Legal Form	Reviewed as to Affirmative Action	Reviewed for Processing
 County Counsel	 Agency Administrator/CAO	
Date <u>10-28-85</u>	Date _____	Date _____

JOINT POWERS AGREEMENT
creating the
AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION
"AMIGA"

This Joint Powers Agreement ("Agreement") is made and entered into by and between the COUNTY OF SAN BERNARDINO, the COUNTY OF RIVERSIDE, the CITY OF COLTON, the CITY OF RIALTO, and the CITY OF RIVERSIDE, hereinafter individually and collectively referred to as the "Party" or "Parties".

R E C I T A L S

WHEREAS, each of the Parties hereto is a public agency and each is authorized and empowered to contract with all the other Parties for the joint exercise of powers under Article I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, Sections 6500 et seq.; and

WHEREAS, the Parties have determined that there exists a need to stimulate private investment in business and industrial growth in economically depressed areas within the boundaries of the Parties; and

WHEREAS, the Parties have determined that the various economically depressed areas are not only contiguous but share similar community characteristics and should, therefore, be treated as a single area known as Agua Mansa; and

WHEREAS, the Parties have petitioned the State's Department of Business and Economic Development to designate, pursuant to the Enterprise Zone Act of Government Code Section 7070 et seq., the area as an enterprise zone to be known as the Agua Mansa Enterprise Zone; and

RAH:md
JPA-AguaM4
10/02/85
10/11/85

WHEREAS, the Parties have determined that there exists a need to jointly exercise their powers to manage, coordinate, market and administer economic development programs and projects in the Agua Mansa area;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and advantages herein stated, the Parties hereto do agree as follows:

ARTICLE I

CREATION AND PURPOSE

1. 1. There is hereby created a public agency known as the "Agua Mansa Industrial Growth Association", hereinafter referred to as "AMIGA". The AMIGA is formed by this Agreement pursuant to the provisions of Article I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, Sections 6500 et seq. It is the intent and agreement of the Parties that AMIGA shall be a public agency separate from the Parties.

1. 2. The purpose of this Agreement is to create a separate public agency, the AMIGA, which shall utilize powers common to the Parties to manage, coordinate, market and administer economic development programs and projects in the Agua Mansa area identified in Exhibit "A", attached hereto, whether or not such area is designated an enterprise zone. The AMIGA's purposes shall include, but not be limited to, the following:

a. Implement a joint marketing program for the Enterprise Zone's designated areas;

b. Coordinate the development of a needs analysis to arrive at a comprehensive economic development plan and implementation strategy for designated Enterprise Zone areas;

c. Assist in the coordination of the Parties implementing the Agua Mansa Industrial Corridor Specific Plan and E.I.R.;

d. Act as a clearinghouse for small business assistance to aid start-up and business expansion efforts;

e. Assist development of joint powers financing for inter-jurisdictional capital improvements, infrastructure improvements, and other uses, through various financial mechanisms;

f. Serve as a one-stop assistance center for various development needs, services, job creation efforts and other economic development incentives;

g. Assist coordination and targeting of available federal, state and local funds and development programs;

h. Assist development of computerized economic information systems, establishing and/or utilizing data bases necessary for economic growth;

i. Coordinate private sector input to financial programs, development programs and other AMIGA projects;

j. Perform such other functions as may be deemed necessary and appropriate to meet the objectives of the Enterprise Zone's designated area.

ARTICLE II

POWERS OF THE AMIGA

2. 1. The AMIGA shall have the power, in its own name, to do any and all of the following:

a. To make and enter contracts, leases and other agreements;

b. To employ agents, employees, consultants, advisors, independent contractors and other staff;

c. To incur debt, liabilities or obligations;

d. To acquire, hold or dispose of property, both inside and outside the boundaries of the Parties hereto;

e. To acquire, construct, manage, maintain and operate any buildings, works or improvements, both inside and outside the boundaries of the parties hereto;

f. To sue and be sued in its own name;

g. To issue bonds, notes, warrants and other evidences of indebtedness to finance costs and expenses incidental to the

projects of the AMIGA;

h. To designate committees to serve at the pleasure of the governing body, and to prescribe the manner in which proceedings of such committees shall be conducted;

i. To exercise jointly the common powers of the Parties hereto set forth in Article I, Paragraph 1.2;

j. To invest surplus funds pursuant to Government Code Section 6509.5.

2. 2. The AMIGA shall NOT have the power to do any of the following unless all Parties hereto agree by resolution of each Party's governing body:

a. Land use and building regulation;

b. To acquire, hold or dispose of property by condemnation or eminent domain proceedings.

2. 3. The AMIGA shall NOT have the power to take any action which substantially affects any Party(ies) to this Agreement unless the affected Party's(ies') representative(s) on AMIGA's governing body agree(s) to the proposed action.

ARTICLE III

ADMINISTRATIVE, MARKETING AND OTHER FUNCTIONAL AGENCIES

3. 1. The County of San Bernardino shall be the Administrative Agency under this Agreement. The purposes of this Agreement shall be accomplished and said powers exercised in the manner set forth herein, subject to such restrictions as are applicable to the Administrative Agency in its manner of exercising such powers, as required by Government Code Section 6509. The Administrative Agency and its duties may be changed from time to time by the Executive Committee.

3. 2. The County of Riverside shall be the Marketing Agency under this Agreement. The Marketing Agency and its duties may be changed from time to time by the Executive Committee.

3. 3. The Executive Committee may from time to time create add-

itional functional agencies and shall determine the duties of such agencies.

ARTICLE IV

EFFECTIVE DATE

4. 1. This Agreement shall become effective and the AMIGA shall be created as of the date on which the governing bodies of all of the Parties to this Agreement have executed this Agreement.

4. 2. In the event any additional public agency becomes a member of the AMIGA after its formation, all of the existing Parties and the prospective member shall execute a memorandum specifying the obligations of the prospective member for contributions toward past or present AMIGA expenditures.

ARTICLE V

GOVERNING BODY - EXECUTIVE COMMITTEE

5. 1. This Agreement and the AMIGA created hereby shall be administered by the governing body of the AMIGA which shall be known as the "Executive Committee". Except as otherwise provided in this Agreement, all of the power and authority of the AMIGA shall be exercised by the Executive Committee.

5. 2. Each Party hereto shall designate and appoint, by resolution of its governing body, one (1) member of its governing body to act as its Executive Committee member, and one (1) other member of its governing body to act as its alternate. During any absence of the Executive Committee member, the alternate member shall act in his/her place. Each member of the Executive Committee and alternate shall hold office from the first meeting until his/her successor is selected. Each member of the Executive Committee and alternate shall, however, serve at the pleasure of the governing body of the appointing Party and may be

removed at any time, with or without cause, in the sole discretion of said Party's governing body; provided, however, that the member or alternate selected by each Party shall be a member of the governing body of said Party. Members or alternates must at all times be members of the governing body appointing them.

5. 3. The Executive Committee hereby reserves the power, under Government Code Section 6508, to delegate its functions to an advisory body or administrative entity created by the Executive Committee for any or all of the purposes of program development, policy formulation, or program implementation.

5. 4. In the event a delegation of any of the Executive Committee's functions is made pursuant to Section 5.3 above, the advisory body or administrative entity created shall be composed of no more than three (3) members from each Party to this Agreement. The members of the advisory body or administrative entity from each Party shall be designated by resolution of, and serve at the pleasure of, that Party's governing body, and may be members of the Party's governing body, employees of the Party, or private citizens.

5. 5. The advisory body or administrative entity created shall be subject to the same restrictions and conditions prescribed for the Executive Committee in Article VI, CONDUCT OF MEETINGS, below.

ARTICLE VI

CONDUCT OF MEETINGS

6. 1. The Executive Committee of the AMIGA shall establish a regular meeting schedule. At its first meeting, the Executive Committee shall provide for the time and place of holding its regular meetings, which shall be conducted at least annually. Special meetings may be called at the request of the Chairman or of a majority of the Executive Committee. Notice of all special meetings shall be furnished in writing to each member of the Executive Committee of the AMIGA and to each Party to this Agree-

ment at least twenty-four (24) hours prior to the time appointed for the meeting. The meetings of the Executive Committee shall be open to the public and shall be held and conducted in accordance with the provisions of the Ralph M. Brown Act as set forth in the California Government Code, Section 54950 et seq.

6. 2. The AMIGA shall cause to be kept the minutes of all Executive Committee meetings, and shall cause a copy of these minutes, along with copies of all resolutions enacted, to be forwarded to each of the Parties here, within thirty (30) days of any meeting.

6. 3. A majority of the Executive Committee shall constitute a quorum for the transaction of business.

6. 4. Except as otherwise provided herein, all actions of the Executive Committee shall be passed upon the affirmative vote of a majority of the members of the Executive Committee. No proxy or absentee votes shall be permitted.

6. 5. The Executive Committee may adopt, from time to time, such rules and regulations for the conduct of its affairs as may be required.

ARTICLE VII

OFFICERS

7. 1. The AMIGA's Executive Committee shall select from its membership its own officers, including a Chairman and a Vice Chairman. The public officer, officers or persons who have charge of, handle or have access to any property of the AMIGA shall file an official bond in an amount to be fixed by the AMIGA's rules and regulations.

7. 2. Any officer may be removed, either with or without cause, by the Executive Committee, at any regular or special meeting thereof.

7. 3. The Executive Committee shall have the power to appoint such additional officers and to employ such additional employees and assistants as may be appropriate.

7. 4. Each and all of the said officers, employees and assistants shall serve at the pleasure of the Executive Committee and shall perform such duties and shall have such powers as the Executive Committee may, from time to time, determine.

7. 5. The Treasurer of the Administrative Agency shall act as the AMIGA's Treasurer. The Treasurer shall assume the duties described in Government Code Section 6505.5.

7. 6. The Auditor/Controller of the Administrative Agency shall act as the AMIGA'S Auditor/Controller. The Auditor/Controller shall make the annual audit required by Government Code Section 6505, and shall draw warrants to pay demands against the AMIGA when such demands have been approved by the Executive Committee or by any person(s) authorized to approve such by the Executive Committee.

ARTICLE VIII

OFFICES AND STAFF

8. 1. The AMIGA's business office shall be located at the offices of the Administrative Agency as designated in Article III, which shall make its personnel available as necessary to perform the secretarial, clerical and administrative duties of the AMIGA.

8. 2. The AMIGA's marketing office shall be located at the office of the Marketing Agency as designated in Article III, which shall make its personnel available as necessary to perform the marketing activities of the AMIGA.

8. 3. The office of any additional functional agency created pursuant to Article III shall be located as determined by the Executive Committee. If such office is located at a Party's office, such Party shall make its personnel available as necessary to perform the duties of the functional agency.

8. 4. In addition to utilizing the office and personnel of the Parties designated pursuant to Article III, the Executive Committee may utilize the office and personnel of any other Party to

perform the duties of any functional agency.

8. 5. The AMIGA shall not reimburse nor credit any Party for office space used or personnel time expended on behalf of the AMIGA. However, each Party shall provide AMIGA's Auditor/Controller with semi-annual estimates of the value of office space used and personnel time expended on behalf of the AMIGA.

ARTICLE IX

FINANCES AND BUDGETING

9. 1. It is the intent and understanding of the Parties to this Agreement that the AMIGA will be financed by mandatory and voluntary contributions from the Parties, and through finance generating operations of the AMIGA itself, such as revenue bonds, for which the Parties shall have no obligation or liability.

9. 2. Each Party shall contribute, as a "mandatory contribution", Six Thousand Dollars (\$6,000.00) on the effective date of this Agreement and every July 1st thereafter. The mandatory contribution shall be used only for those administrative and other matters of general benefit to all Parties.

9. 3. Each Party shall contribute, as a "voluntary contribution," its pro-rata share of any special project budget, as set forth in Article X, SPECIAL PROJECTS.

9. 4. Any Party may, at any time, make a contribution in cash or in kind which is in excess of its pro-rata share of any voluntary contribution or mandatory contribution. However, such excess contribution shall not thereafter be credited against a mandatory contribution or pro-rata share of any voluntary contribution without the consent of all Parties.

9. 5. As soon as possible after the formation of the AMIGA, at the first meeting of the Executive Committee and annually thereafter, a general administrative budget shall be adopted by the Executive Committee. The budget shall be prepared in sufficient detail to constitute an operating outline for the use of mandatory contributions to be made by the Parties and covering expend-

itures to be made during the ensuing year for those administrative and other matters of general benefit to all Parties. This budget shall be adopted by the Executive Committee, and is not subject to ratification by the governing bodies of the Parties.

9. 6. Unless otherwise agreed, the voluntary contribution of each Party of the AMIGA specified in any specific project budget shall be due and payable thirty (30) days after approval of the budget. Unpaid mandatory and voluntary contributions shall bear interest at the maximum legal rate of interest.

ARTICLE X

SPECIAL PROJECTS

10. 1. Except for matters covered by the general administrative budget, the AMIGA shall function through the identification and implementation of "special projects". A special project may involve all or less than all Parties of the AMIGA, provided that no Party shall be involved without the approval of its governing body as set forth in Sections 10.2 and 10.3. A separate project budget and written project agreement of the Parties shall be established for each special project, which budget and agreement shall determine the respective voluntary contributions, obligations, functions, and rights of the members involved, and of the AMIGA. The members and alternates of the Executive Committee representing the Parties who will be involved in financing the project shall be and constitute a "Project Committee" of the AMIGA for purposes of administration and implementation of the special project.

10. 2. Each Party of the AMIGA expressly possesses and reserves to itself final and absolute discretion to approve or disapprove prior to commitment, any and all expenditures or other financial obligations by the AMIGA which are in excess of the Parties' total mandatory contribution and which expenditures or obligations are or shall be chargeable as a voluntary contribution against such Party.

10. 3. The vote, assent or approval of Parties in any matter requiring such vote, assent or approval under Section 10.2, above, shall be evidenced by a certified copy of the resolution or minute order of the governing body of such Party, filed with the AMIGA.

ARTICLE XI

ACCOUNTING

11. 1. The fiscal year of the AMIGA shall be from July 1 to June 30, following.

11. 2. Full books and accounts shall be maintained for the AMIGA in accordance with practices established by or consistent with those utilized by the Controller of the State of California for like public agencies. In particular, the Auditor/Controller and Treasurer of the AMIGA shall comply strictly with the requirements of the statutes governing joint power agencies, Chapter 5, Division 7, Title 1 of the Government Code, commencing with Section 6500.

11. 3. The records and accounts of the AMIGA shall be audited as required by Government Code Section 6505, and Section 7.6 of this Agreement.

ARTICLE XII

REVENUE BONDS

12. 1. The AMIGA shall have the power and authority to issue revenue bonds and other financial obligations in accordance with State and Federal law.

ARTICLE XIII

MELLO-ROOS FINANCING

13. 1. The AMIGA shall have the power to undertake activities authorized by the Mello-Roos Community Facilities Act of 1982, as amended, set forth in California Government Code Sections 53311 et seq., provided that any such activity shall be considered a "special project" under Article X, SPECIAL PROJECTS.

ARTICLE XIV

PROPERTY RIGHTS

14. 1. To the extent that any funds received from any Party of the AMIGA are used for the acquisition or construction of assets, the same shall be allocated annually on the books of the AMIGA to the credit of said contributing Party.

ARTICLE XV

WITHDRAWAL OR DISSOLUTION

15. 1. Any Party of the AMIGA shall have the right to withdraw its membership upon serving written notice of intention thereof on all other Parties at least ninety (90) days before the close of any fiscal year; provided, however, that no such withdrawal shall relieve the withdrawing Party from financial obligations theretofore incurred by it under this Agreement.

15. 2. Upon withdrawal of a Party from the AMIGA or upon dissolution of the AMIGA, there shall be a partial or complete distribution of assets and discharge of liabilities as follows:

a. Upon withdrawal of any Party of the AMIGA, the withdrawing Party shall receive its proportionate or otherwise defined share of the assets of the AMIGA within a reasonable amount of time after withdrawal and shall contribute its proportionate

or otherwise defined share toward discharge of any enforceable liabilities incurred by the AMIGA as the same appear on the books of the AMIGA;

b. Upon dissolution of the AMIGA, each Party shall receive its proportionate or otherwise defined share toward discharge of any enforceable liabilities incurred by the AMIGA as the same appear on the books of the AMIGA. Any surplus shall be returned in proportion to contributions made.

15. 3. The distribution of assets may be made in kind or assets may be sold and the proceeds thereof distributed to a Party at the time of withdrawal or to the Parties at the time of dissolution.

ARTICLE XVI

LIABILITIES

16. 1. Except as otherwise provided herein, the debts, liabilities and obligations of the AMIGA shall be the debts, liabilities and obligations of the AMIGA alone, and not of the Parties to this Agreement.

ARTICLE XVII

RESCISSION OR TERMINATION

17. 1. The AMIGA shall continue until this Agreement is rescinded or terminated as herein provided.

17. 2. This Agreement may be rescinded and the AMIGA terminated by written consent of a majority of the Parties evidenced by certified copies of resolutions of their governing bodies.

ARTICLE XVIII

ARBITRATION

18. 1. If a dispute arises as to the construction, interpretation or implementation of any provision of this Agreement, the issues in dispute or matter requiring action may be submitted to binding arbitration, if the Parties agree to do so. For such purpose, an arbitrator shall be selected by agreement of the Parties. The agreed upon arbitrator shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Chapter 3 of the California Code of Civil Procedure.

ARTICLE XIX

NOTICES

19. 1. Notices under this Agreement shall be sufficient if addressed to the principal office of each of the Parties hereto and shall be deemed given upon deposit into the U. S. Mail, first class, postage prepaid.

ARTICLE XX

MISCELLANEOUS

20. 1. The section headings herein are for convenience only and are not to be construed as modifying or governing language in the section.

20. 2. This Agreement is made in the State of California under the Constitution and laws of this State and is to be so construed.

20. 3. This Agreement may be amended from time-to-time by unanimous action of the Parties.

20. 4. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties.

20. 5. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

20. 6. The Parties shall not assign any rights or obligations under this Agreement without the written consent of all other Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year hereinafter indicated.

COUNTY OF SAN BERNARDINO

COUNTY OF RIVERSIDE

By: *Robert O. Townsend*
ROBERT O. TOWNSEND, Chairman
Board of Supervisors

By: *Patricia A. Larson*
PATRICIA A. LARSON, Chairman
Board of Supervisors

DATED: OCT 28 1985

DATED: OCT 22 1985

ATTEST:

ATTEST:

By: *Martha M. Sekerak*
MARTHA M. SEKERAK, Clerk
of the Board of Supervisors

By: *R. N. Oliver*
Clerk
of the Board of Supervisors

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

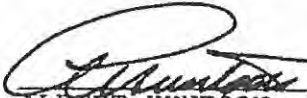
ALAN K. MARKS
County Counsel

GERALD GEERLINGS
County Counsel

By: *Alan K. Marks*
Deputy County Counsel

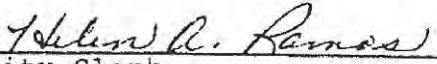
By: *Gerald Geerlings*
Deputy County Counsel

CITY OF COLTON

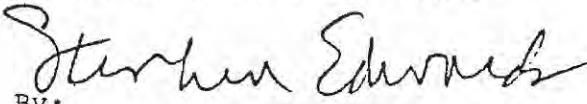
By: 
ALBERT HUNTOON, Mayor

DATED: _____

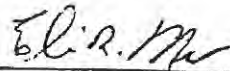
ATTEST:

By: 
City Clerk

APPROVED AS TO LEGAL FORM:

By: 

CITY OF RIALTO

By: 
ELVIN MEEK, Mayor

DATED: October 21, 1985

ATTEST:

By: 
City Clerk

APPROVED AS TO LEGAL FORM:

By: 

CITY OF RIVERSIDE

By: 
AB BROWN, Mayor

DATED: OCT 22 1985

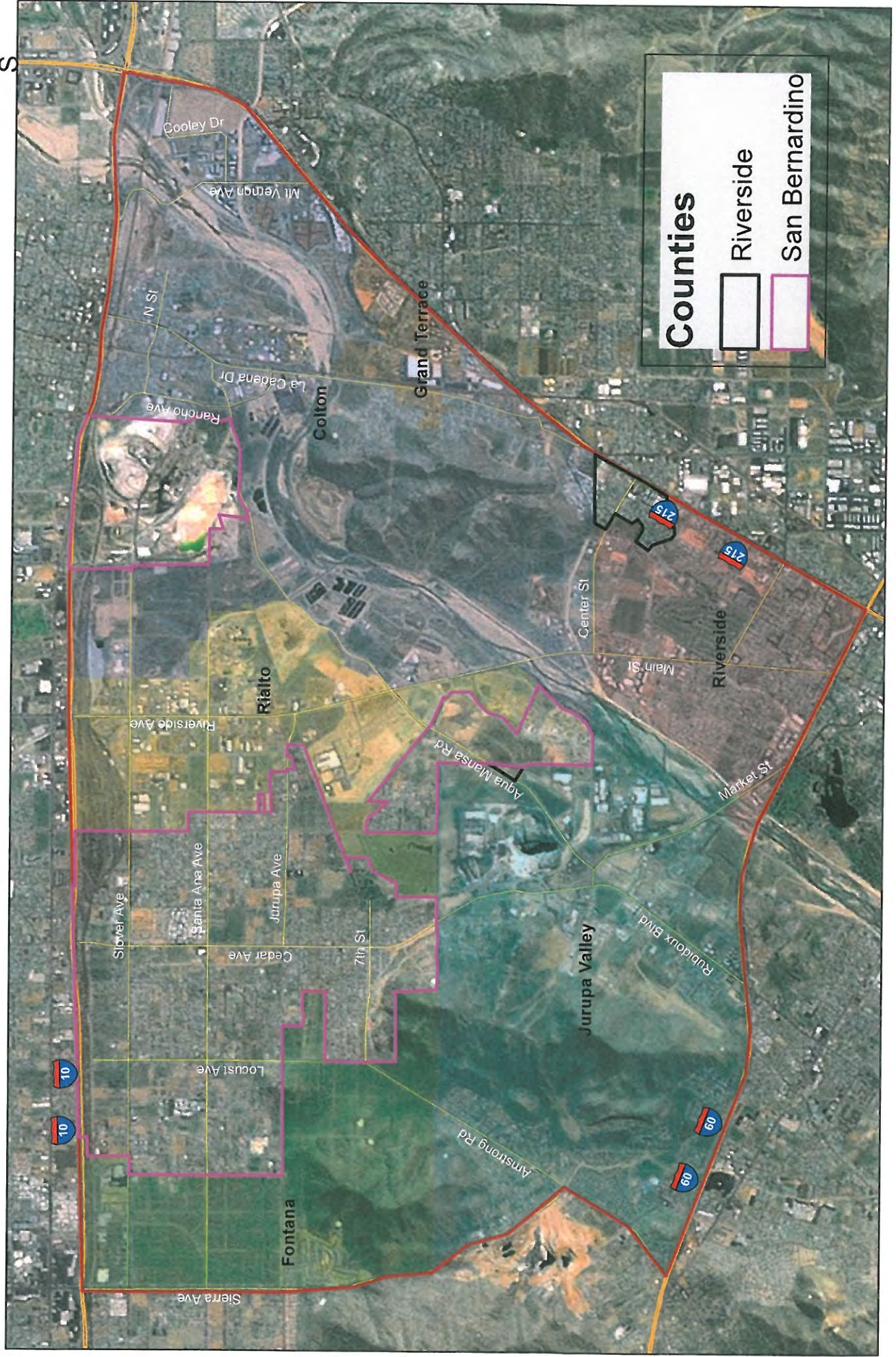
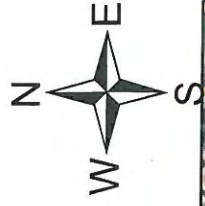
ATTEST:

By: 
City Clerk

APPROVED AS TO LEGAL FORM:

By: 

Agua Mansa Jurisdiction



**Fiscal Year 2013-14
TRANSPORTATION PLANNING GRANT
APPLICATION**

Check One Grant Program

- | | |
|---|--|
| ☒ Environmental Justice
☐ Community-Based Transportation Planning
☐ Catalyst Project for Sustainable Strategies Pilot Program | ☐ Partnership Planning
☐ Statewide or Urban Transit Planning Studies
☐ Rural or Small Urban Transit Planning Studies
☐ Transit Planning Student Internships |
|---|--|

PROJECT TITLE	Agua Mansa Industrial Corridor		
PROJECT LOCATION (city and county)	Rialto, Fontana, Colton, Jurupa Valley, Riverside, San Bernardino County, Riverside County		
	APPLICANT	SUB-APPLICANT	SUB-APPLICANT
Organization	City of Rialto		
Mailing Address	150 South Palm Avenue		
City	Rialto		
Zip Code	92376		
Executive Director/designee and title	Mr. ☒ Ms. ☐ Mrs. ☐ Michael Story, City Administrator	Mr. ☒ Ms. ☐ Mrs. ☐	Mr. ☒ Ms. ☐ Mrs. ☐
E-mail Address	mstory@rialto.ca.gov		
Contact Person and title	Mr. ☒ Ms. ☐ Mrs. ☐ Marcus Fuller, P.E., P.L.S., PW Director/City Engineer	Mr. ☒ Ms. ☐ Mrs. ☐	Mr. ☒ Ms. ☐ Mrs. ☐
Contact E-mail Address	mfuller@rialto.ca.gov		
Phone Number	(909) 421-7279		

FUNDING INFORMATION
Use the Match Calculator to complete this section.
Match Calculator

Grant Funds Requested	Local Match - Cash	Local Match - In-Kind	Total Project Cost
\$ 250,000	\$ 27,800	\$ 36,500	\$ 314,300

Specific Source of Local Cash Match (i.e. local transportation funds, local sales tax, special bond measures, etc.)

Local transportation funds (Measure I).

Fiscal Year 2013-14 TRANSPORTATION PLANNING GRANT APPLICATION

LEGISLATIVE INFORMATION			
Information in this section must directly be tied to the applicant's zip code.			
All legislative members in the project area do not need to be listed.			
State Senator(s)		Assembly Member(s)	
Name(s)	District	Name(s)	District
Richard Roth	31	Cheryl Brown	47
Vacant	32	Eric Linder	60
		Jose Medina	61

* Use the following link to determine the legislators.
<http://findyourrep.legislature.ca.gov/> (search by zip code)

Grant applications must clearly demonstrate how the proposed transportation planning project promotes federal and/or state transportation planning goals.

1. Select the goals that apply to your grant application.

STATE TRANSPORTATION PLANNING GOALS

For all Grant Programs

- ☒ **Improve Mobility and Accessibility:** Expand the system and enhance modal choices and connectivity to meet the State's future transportation demands.
- ☒ **Preserve the Transportation System:** Maintain, manage, and efficiently utilize California's existing transportation system.
- ☒ **Support the Economy:** Maintain, manage, and enhance the movement of goods and people to spur the economic development and growth, job creation, and trade.
- ☒ **Enhance Public Safety and Security:** Ensure the safety and security of people, goods, services, and information in all modes of transportation.
- ☒ **Reflect Community Values:** Find transportation solutions that balance and integrate community values with transportation safety and performance, and encourage public involvement in transportation decisions.
- ☒ **Enhance the Environment:** Plan and provide transportation services while protecting our environment, wildlife, historical and cultural assets.

**Fiscal Year 2013-14
TRANSPORTATION PLANNING GRANT
APPLICATION**

FEDERAL TRANSPORTATION PLANNING GOALS

For Partnership Planning and Transit Planning

- ☒ Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
- ☒ Increase the safety of the transportation system for motorized and non-motorized users.
- ☒ Increase the security of the transportation system for motorized and non-motorized users.
- ☒ Increase accessibility and mobility of people and freight.
- ☒ Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
- ☒ Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
- ☒ Promote efficient system management and operation.
- ☒ Emphasize the preservation of the existing transportation system.

Fiscal Year 2013-14
TRANSPORTATION PLANNING GRANT
APPLICATION

2. Project Description (Do not exceed the space provided.) (20 points)

- A. Briefly summarize project. (10 points)
- B. Describe the project area. (10 points)

A comprehensive study of anticipated growth within a 17,800 acre area that includes unincorporated Riverside and San Bernardino Counties, and the cities of Colton, Fontana, Jurupa Valley, Rialto, and Riverside. The study will analyze how growth will impact mobility, access, safety, air quality and environmental health for all modes of transportation, and identify how land use decisions made individually by each jurisdiction may be coordinated to preserve and improve the transportation system.

The objective of this project is to promote community involvement to improve mobility, access, air quality and safety while promoting economic opportunity, equity, and environmental protection for the 17,800 acre Study Area generally defined by Interstate 10 to the north, State Route 60 to the south, Interstate 215 to the east, and Sierra Avenue/Armstrong Road to the west. The 17,800 acre Study Area includes unincorporated areas of Riverside and San Bernardino Counties, and the cities of Colton, Fontana, Jurupa Valley, Rialto, and Riverside. The Census describes much of the ethnic makeup as Latino (67.6%) and African-American (16.4%). A majority of residents (57%) speak a language other than English with an annual "per capita money income" as \$15,967. Each of the jurisdictions has adopted various General and Specific Plans to accommodate development of projects. This Area is central to the Inland Empire, with heavy industrial, commercial and residential areas offered with prime access to three major freeways and the Union Pacific Railroad. With southern California processing 40% of all goods that the U.S. receives through the Ports of Los Angeles and Long Beach, this geographic region has experienced significant growth to accommodate goods movement given its proximity to these vital transportation corridors. The Study Area is also divided between two different County Transportation Commissions, SANBAG and Riverside County Transportation Commission each of which administer separate sales tax measures to mitigate traffic impacts through establishment of traffic mitigation fees to address transportation improvements required to accommodate growth. Within the Study Area is a local transportation system that provides access from the developing residential, commercial and industrial properties to the state highway system. As development of high density commercial and industrial projects occur within the Study Area, adequately addressing traffic impacts to the local transportation system is challenging given the division of jurisdiction between the two different County Transportation Commissions, their independent assessment of traffic impact fees, and implementation of transportation improvements to the local transportation system individually by the respective jurisdiction. A new collaborative approach that encompasses evaluation and coordination of traffic impacts within the Area is necessary. Rialto proposes to commission a comprehensive study of anticipated growth within the Study Area to analyze how that growth will impact existing and future mobility, access, safety and environmental health for all modes of transportation. The study will also analyze the impacts growth may have on economic opportunities within each jurisdiction, and identify how land use decisions made individually by each jurisdiction may be made to ensure that shared economic opportunities, equity, air quality and environmental protection occurs for all of the jurisdictions. Ultimately, the study will be used to develop a financial model to serve as the basis for coordinating regional improvements on the local transportation system that extend into different jurisdictions to preserve the overall transportation system and to ensure access and mobility is maintained while mitigating the impacts of economic development and cumulative effects of pollution in the area.

Fiscal Year 2013-14
TRANSPORTATION PLANNING GRANT
APPLICATION

- 3. Project Justification (Do not exceed the space provided.) (20 points)**
- A. Describe the problems or deficiencies the project is attempting to address. (10 points)
 - B. Describe how the project will address the identified problems or deficiencies. (10 points)

Communities are burdened by multiple sources of pollution. Many of these sources are generated by traffic, especially traffic congestion caused by poor routing of truck traffic and deficient roadways. With continued growth anticipated throughout southern California, increasing traffic volumes on deficient roadway systems represents a significant issue for the various jurisdictions within the Study Area. Traffic congestion, combined with existing environmental, air quality, health and socioeconomic issues, causes challenges to those that live and work within the Study Area. The City of Rialto has initiated an effort to lead a coalition consisting of Riverside and San Bernardino counties, and the cities of Colton, Fontana, Jurupa Valley, Rialto, and Riverside, to analyze growth occurring in the Study Area, to review each agency's General and Specific Plans, and to identify a coordinated way in which improvements may be planned to the local transportation system that extend into different jurisdictions.

This effort expands upon an effort to facilitate development within a portion of the Study Area by a Joint Powers Authority ("JPA") created in 1985. The JPA, established as the Agua Mansa Industrial Growth Association (or "AMIGA") included the counties of San Bernardino and Riverside, and the cities of Colton, Rialto and Riverside. The JPA was established to address the need to jointly coordinate, market and administer economic development projects in the Agua Mansa area.

Although the AMIGA was successful in its goal of fostering economic development within the Agua Mansa area, the AMIGA did not fully take into account the transportation impacts, and corresponding environmental and safety issues, resulting from the explosive growth that continues to occur. The mitigation of those impacts was evaluated individually by the respective jurisdictions granting the land use approvals. The City of Rialto's proposed effort to commission a comprehensive study will utilize the AMIGA in its capacity as a JPA to coordinate mitigation of impacts resulting from development projects approved in one jurisdiction that are occurring in an neighboring jurisdiction.

The land uses defined by the General and Specific Plans adopted by the various jurisdictions indicate an intention to continue high density commercial and industrial development. The study will consider current conditions, with an emphasis on preserving the local transportation system for all modes of travel within the Study Area.

The goal of the study is to improve the local transportation system by identifying impacts and corresponding solutions, prioritizing projects, estimating costs, and developing a financial model by which the AMIGA can coordinate implementation of improvements in a way that achieves success for all of the jurisdictions. The effort will eliminate determining traffic mitigation "in a vacuum", concentrating on a regional approach to improving the transportation system by the JPA, with solutions extending across both city and county lines.

The study will expand upon the existing General and Specific Plans adopted by the various jurisdictions, and establish a comprehensive plan that achieves regional solutions to protecting the environment, promoting energy conservation, improving the quality of life, and improving consistency between transportation plans to accommodate planned growth and economic development.

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4. Public Participation (Do not exceed the space provided.) (20 points)

- A. Identify the stakeholders (e.g. low-income and minority communities, Native American Tribal governments, other underrepresented groups, community-based organizations, and businesses) affected by the grant work. (10 points)
- B. Describe the outreach and engagement methods that will be used to reach and gather input from stakeholders. (10 points)

The Agua Mansa Industrial Corridor study is very unique in that the leaders of both counties know the importance of this area and have already expressed their full support. And as all of the participating agencies coordinating with the City of Rialto on this study are public agencies, the process will capitalize on existing avenues of public participation to ensure low-income residents, minorities, the business community, developers, and other interested parties can be actively engaged in the decision making process.

An essential part of the comprehensive study involves public participation. The goal of the study is to ensure all modes of transportation are considered, and that continued economic development within the Study Area contemplates and encourages shared economic opportunities, equity, and environmental protection for all of the communities and interested parties.

The public involvement strategy will incorporate the following:

- Solicit issues of concerns and potential solutions of current transportation issues from targeted communities, as well as the entire Study Area;
- Provide timely information and status updates regarding the Agua Mansa Industrial Corridor study, and the range of challenges and solutions the study will address, including traffic, transit, and non-motorized issues;
- Engage with community stakeholders, particularly developers/owners of existing industrial development and trucking facilities, and residents in adjacent neighborhood affected by traffic generated by these developed areas;
- Engage with the various School Districts to ensure safer Active Transportation routes to school are identified, and the issues and needs of the School Districts are incorporated into and evaluated as a part of the comprehensive study;
- Engage with OmniTrans to coordinate its Comprehensive Operations Analysis into opportunities to extend transit service as a component of and solution to transportation issues within the Study Area;
- Coordinate with Caltrans, RCTC and SANBAG on planned improvements at the various freeway interchanges along Interstate 10, Interstate 215, and State Route 60;
- Make use of a variety of traditional and electronic outreach techniques to make it as convenient as possible for stakeholders to participate in the process; and
- Ensure that a wide variety of views are considered and ideas are generated and documented

AMIGA JPA Oversight

The AMIGA JPA is currently represented by elected officials from its member agencies, which include San Bernardino County, and the cities of Colton, Rialto and Riverside. The City of Rialto will initiate efforts to reengage Riverside County, and to add Jurupa Valley (as a newly incorporated city) into the JPA. The role of the JPA will be expanded to coordinate development of the financial model to be established through completion of the comprehensive study. The JPA, as an independent authority, will fulfill a vital role in ensuring a public process is provided that is inclusive of all stakeholders within each affected jurisdiction.

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If necessary, use this page to continue response for Question #4 (Public Participation).

Commission/City Council/Board Review

While the AMIGA JPA will coordinate and oversee development of the comprehensive study, each participating agency will ensure their respective Transportation/Traffic Commissions, Planning Commissions, and City Councils/Boards are engaged through periodic briefings. As the range of solutions to the various deficiencies identified affect different jurisdictions, the recommendations identified in the comprehensive study will be the basis for potential amendments to goals and policies of the various General and Specific Plans that apply to land within the Study Area. Public review to incorporate any amendments to these General and Specific Plans is an important, and legal, process to be followed by each of the participating agencies.

SANBAG / WRCOG oversight

An outcome of the comprehensive study is a final model that may identify supplemental traffic uniform mitigation fees (or "TUMF") necessary to implement the required range of transportation projects required to ensure successful development within the Study Area. As the Study Area is divided between two different County Transportation Commissions, coordination with the San Bernardino Associated Governments ("SANBAG") and the Western Riverside Council of Governments ("WRCOG") will occur. A partnership of our efforts with SANBAG and WRCOG will enable the outcome of the comprehensive study to be coordinated in a way that facilitates incorporation of any supplemental TUMF as a subset to and component of the TUMF programs administered by each agency. This process will require review of the comprehensive study by various subcommittees at SANBAG and WRCOG, including review and approval by their Executive Boards which are represented by elected officials from all of the jurisdictions.

Community Workshops

Incorporated throughout the scope of work will be a variety of workshops and open houses to be conducted during the planning process to increase opportunities for participation by the public at large, including business owners and residents of adjoining neighborhoods. The City of Rialto will coordinate with participating agencies to schedule periodic community workshops at various locations to offer opportunities for public participation by all stakeholders. These events will provide opportunities to solicit concerns and suggested solutions from the various stakeholders, including the general public. The events will also be opportunities to provide the community with information and updates on the Agua Mansa Industrial Corridor Study.

The presentations to the participating jurisdictions will summarize the project status to date and include information gathered at the previous Community Workshops and Open House Events. These meetings will provide final opportunities to solicit concerns and suggested solutions from members of the various governing and advisory bodies. The intent of these presentations will also be to ensure a wide variety of views and potential solutions will be considered and any ideas or feedback is effectively generated and documented for the Report. In addition, the presentations will provide project updates to the various stakeholders.

Publicity & Outreach

The AMIGA will produce and distribute bilingual flyers, invitation letters, posters, radio public service announcements, and printed advertisements to community members, business owners, elected officials, community based organizations, county government organizations, faith based organizations, school district officials and staff developers, neighboring city planning departments and land owners and the media. Materials will be produced in Spanish and English for all of the appropriate planned events.

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5. Project Implementation (Do not exceed the space provided.) (20 points)

A. List the project's anticipated accomplishments and final deliverables. (10 points)

B. Explain how the final product will be carried forward into the implementation phase. (10 points)

The comprehensive study will require an iterative and collaborative approach that is inclusive of all stakeholders in each of the respective participating agencies. The study will develop planning guidelines that span jurisdictional lines, providing a consolidated and comprehensive look at multi-modal transportation issues occurring within the Study Area, including emphasis on providing safe access for pedestrians and bicyclists given the high volume of truck traffic being generated within the Study Area, and the cumulative effects of pollution from traffic. Whereas the land use and circulation plans that apply to the Study Area are currently divided between seven different jurisdictions (Riverside and San Bernardino counties, and the cities of Colton, Fontana, Jurupa Valley, Rialto, and Riverside) - the comprehensive study will consolidate the information from those plans to allow the AMIGA JPA to more effectively address the transportation challenges facing all of the jurisdictions now and in the future as economic development continues to occur.

Specifically, the comprehensive study will include a consolidation of each jurisdiction's General and Specific Plans that apply within the Study Area, and will include:

- Land Use Map
- Approved Project List & Map (Entitled Development)
- Circulation Map
- Trip Generation Map
- Trip Distribution Map
- Existing/Future ADT Map
- Volume/Capacity Map
- Transportation Deficiency List & Map
- Transportation Mitigation Project List & Map
- Transportation Mitigation Project Estimates
- Transportation Mitigation Project Priority List & Map
- Financial Model

The comprehensive study will be implemented through a financial model that may identify supplemental traffic uniform mitigation fees (or "TUMF") necessary to implement the required range of transportation projects required to ensure successful development within the Study Area. As the Study Area is divided between two different County Transportation Commissions, coordination with the San Bernardino Associated Governments ("SANBAG") and the Western Riverside Council of Governments ("WRCOG") will occur. A partnership of our efforts with SANBAG and WRCOG will enable the outcome of the comprehensive study to be coordinated in a way that facilitates incorporation of any supplemental TUMF as a subset to and component of the TUMF programs administered by SANBAG and WRCOG. Ultimately, when the appropriate supplemental TUMF is identified, the AMIGA JPA will coordinate receipt of TUMF generated from development projects approved within the Study Area, and coordinate expenditure of TUMF on prioritized transportation projects that ensure the most effective implementation of the transportation solutions identified in the comprehensive study.

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- | |
|--|
| <p>6. Project Management (20 points)
A. Scope of Work (10 points)
B. Project Timeline (10 points)</p> |
|--|

See Scope of Work and Project Timeline samples and checklists for requirements.

SCOPE OF WORK CHECKLIST

The scope of work is the official description of the work that is to be completed during the contract. **The scope of work must be consistent with the project timeline.**

The scope of work must:

- ☐ Be completed using the FY 2013-14 template provided and in Microsoft Word format.
- ☐ List all tasks and sub-tasks using the same title as stated in the project timeline.
- ☐ Have task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline.
- ☐ List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e. applicant, sub-applicant, or consultant).
- ☐ Have a thorough and accurate description of each task and sub-task.
- ☐ Include a task for a kick-off meeting with Caltrans at the start of the grant.
- ☐ Include a task for procurement of consultants, if consultants are needed.
- ☐ Include a task for invoicing.
- ☐ Include a task for quarterly reporting to Caltrans.
- ☐ Include public participation and services to diverse communities.
- ☐ NOT include environmental, complex design, or engineering work and other ineligible activities.
- ☐ List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline.

NOTE: Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your scope of work is complete.

SCOPE OF WORK: Agua Mansa Industrial Corridor

INTRODUCTION:

The City of Rialto, with the assistance of a qualified consulting firm and participating neighboring jurisdictions will complete a study for the Agua Mansa Industrial Corridor. The project will include the preparation of a comprehensive study of anticipated growth within a 17,800 acre area that includes unincorporated Riverside and San Bernardino Counties, and the cities of Colton, Fontana, Jurupa Valley, Rialto, and Riverside. The study will analyze how growth will impact existing and future mobility, access and safety for all modes of transportation, and identify how land use decisions made individually by each jurisdiction may be made coordinated to preserve the transportation systems.

RESPONSIBLE PARTIES:

City of Rialto, with the assistance of a consulting firm and participating jurisdictions. The City will select a consultant firm following the proper procedures through a competitive qualifications based Request for Proposals ("RFP") process. The City anticipates that the preliminary costs identified will not differ substantially from the final costs, and the final cost will not exceed the grant amount requested.

OVERALL PROJECT OBJECTIVES:

The primary project objective is to promote community involvement to improve mobility, access and safety while promoting economic opportunity, equity and environmental protection for the Study Area. In addition, the project will consolidate each jurisdiction's General and Specific Plans that apply within the Study Area. The Final Project Report will include:

- Land Use Map
- Approved Project List & Map (Entitled Development)
- Circulation Map
- Trip Generation Map
- Trip Distribution Map
- Existing/Future ADT Map
- Volume/Capacity Map
- Transportation Deficiency List & Map
- Transportation Mitigation Project List & Map
- Transportation Mitigation Project Estimates
- Transportation Mitigation Project Priority List & Map
- Financial Model

Task 1.0 Project Initiation

Task 1.1: Project Kick-off Meeting

- The City of Rialto and participating jurisdictions will hold a project kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including quarterly reporting, timelines and all other relevant project information. A meeting summary will be prepared.
- Responsible Party: The City of Rialto

Task 1.2: Staff Coordination

- Regularly scheduled face-to-face project team meetings with the City of Rialto and participating jurisdictions with the selected Consultant will occur to ensure frequent and effective communication, adherence to planned tasks, schedules and budget. Meetings will be scheduled based on need and, on at least a monthly basis. Meetings will be scheduled for the duration of the project to ensure progress is being achieved. Caltrans staff will be included in invitations distributed for the regular meetings.
- Responsible Party: The City of Rialto

Task 1.3: Develop Request for Proposals (RFP)

- The City of Rialto will coordinate with participating jurisdictions to develop a formal solicitation document (Request for Proposals – RFP) for formal work/technical proposals from professional firms interested in providing the required services for this project.
- Responsible Party: The City of Rialto

Task 1.4: Consultant Selection

- The City of Rialto will coordinate receipt and review of formal work/technical proposals received in response to the City's solicitation document (RFP). Proposals will be reviewed by an Evaluation Committee, with scoring in accordance with criteria identified in the RFP. A preliminary ranking of firms will be determined, and formal interviews with short-listed firms will be scheduled. Following formal interviews, the most qualified firm will be identified, and contract negotiations will occur. Upon successful negotiations, a professional services agreement with the selected firm will be scheduled for award by the City Council.
- Responsible Party: The City of Rialto

Task 1.5: Identify Existing Conditions

- The City's selected Consultant will review existing conditions within the Study Area, including identification of background data, opportunities and constraints. In addition, the selected Consultant will be required to determine the standards that will be used as a guide in the preparation of the Study such as existing and planned land uses, population characteristics, and travel projections within the Study Area.
- Responsible Party: Consultant

Task	Deliverables
<i>1.1</i>	<i>Meeting Notes and sign-in sheets</i>
<i>1.2</i>	<i>Meeting Notes and sign-in sheets</i>
<i>1.3</i>	<i>Request for Proposals (RFP)</i>
<i>1.4</i>	<i>Executed Professional Services Agreement</i>
<i>1.5</i>	<i>Existing Conditions Report</i>

Task 2.0 Public Outreach

Task 2.1: Community Workshop #1

- The first of six proposed Community Workshops will be scheduled to provide an opportunity to solicit concerns and suggested solutions from various stakeholders within the Study Area. The Workshop will ensure a wide variety of views and potential solutions will be considered and any ideas or feedback is effectively generated and documented for the draft Project Report. The Workshop will also provide an opportunity for updates to be given to the community on progress being made with preparation of the draft Project Report.
- Responsible Parties: Consultant, City of Rialto and Participating Jurisdictions

Task 2.2: Community Workshop #2

- The second of six proposed Community Workshops will be scheduled to provide an opportunity to solicit concerns and suggested solutions from various stakeholders within the Study Area. The Workshop will ensure a wide variety of views and potential solutions will be considered and any ideas or feedback is effectively generated and documented for the draft Project Report. The Workshop will also provide an opportunity for updates to be given to the community on progress being made with preparation of the draft Project Report.
- Responsible Parties: Consultant, City of Rialto and Participating Jurisdictions

Task 2.3: Community Workshop #3

- The third of six proposed Community Workshops will be scheduled to provide an opportunity to solicit concerns and suggested solutions from various stakeholders within the Study Area. The Workshop will ensure a wide variety of views and potential solutions will be considered and any ideas or feedback is effectively generated and documented for the draft Project Report. The Workshop will also provide an opportunity for updates to be given to the community on progress being made with preparation of the draft Project Report.
- Responsible Parties: Consultant, City of Rialto and Participating Jurisdictions

Task 2.4: Community Workshop #4

- The fourth of six proposed Community Workshops will be scheduled to provide an opportunity to solicit concerns and suggested solutions from various stakeholders within the Study Area. The Workshop will ensure a wide variety of views and potential solutions will be considered and any ideas or feedback is effectively generated and documented for the draft Project Report. The Workshop will also provide an opportunity for updates to be given to the community on progress being made with preparation of the draft Project Report.
- Responsible Parties: Consultant, City of Rialto and Participating Jurisdictions

Task 2.5: Community Workshop #5

- The fifth of six proposed Community Workshops will be scheduled to provide an opportunity to solicit concerns and suggested solutions from various stakeholders within the Study Area. The Workshop will ensure a wide variety of views and potential solutions will be considered and any ideas or feedback is effectively generated and documented for the draft Project Report. The Workshop will also provide an opportunity for updates to be given to the community on progress being made with preparation of the draft Project Report.
- Responsible Parties: Consultant, City of Rialto and Participating Jurisdictions

Task 2.6: Community Workshop #6

- The sixth of six proposed Community Workshops will be scheduled to provide an opportunity to solicit concerns and suggested solutions from various stakeholders within the Study Area. The Workshop will ensure a wide variety of views and potential solutions will be considered and any ideas or feedback is effectively generated and documented for the draft Project Report. The Workshop will also provide an opportunity for updates

to be given to the community on progress being made with preparation of the draft Project Report.

- Responsible Parties: Consultant, City of Rialto and Participating Jurisdictions

Task 2.7: SANBAG / WRCOG / Participating Jurisdictions Presentations

- Final presentations of the draft Project Report will be scheduled with SANBAG, WRCOG and participating jurisdictions. These presentations will be scheduled at public meetings, and will provide final opportunities to solicit concerns and suggested solutions from members of the various governing bodies. These presentations will also ensure the widest variety of views and potential solutions are considered and documented for the final Project Report.
- Responsible Parties: Consultant, City of Rialto and Participating Jurisdictions

Task	Deliverable
2.1	<i>PowerPoint Presentation, Workshop Summary, Photos and Sign-in Sheets</i>
2.2	<i>PowerPoint Presentation, Workshop Summary, Photos and Sign-in Sheets</i>
2.3	<i>PowerPoint Presentation, Workshop Summary, Photos and Sign-in Sheets</i>
2.4	<i>PowerPoint Presentation, Workshop Summary, Photos and Sign-in Sheets</i>
2.5	<i>PowerPoint Presentation, Workshop Summary, Photos and Sign-in Sheets</i>
2.6	<i>PowerPoint Presentation, Workshop Summary, Photos and Sign-in Sheets</i>
2.7	<i>PowerPoint Presentation, Workshop Summary, Photos and Sign-in Sheets</i>

Task 3.0 Project Report

Task 3.1: Develop Scope of Work for Report

- Based on the Existing Conditions report and feedback received during the Kick-Off Meeting, a Scope of Work for the draft Project Report outline will be developed.
- Responsible Parties: Consultant and City of Rialto

Task 3.2: Identify Existing Land Uses and Identify Approved Entitlements

- Based on a collection of General Plans and Specific Plans from the various jurisdictions within the Study Area, a Land Use Map illustrating existing and proposed Land Uses will be developed. Based on research

performed with the various jurisdictions, approved entitlements will be identified and the locations included on the Land Use Map.

- Responsible Parties: Consultant

Task 3.3: Identify Committed and Proposed Developments in Project Area

- Based on research performed with the various jurisdictions, approved developments will be identified and a list established.
- Responsible Parties: Consultant

Task 3.4: Identify Existing and Proposed Roadways and Intersections

- Based on a collection of General Plans and Specific Plans from the various jurisdictions within the Study Area, a Circulation Map illustrating existing and proposed roadway classifications will be developed.
- Responsible Parties: Consultant

Task 3.5: Calculate Trip Generation

- Based on research performed and the Approved Projects List, and in accordance with the current ITE Manual, forecast traffic volumes will be identified and a Trip Generation Map will be developed.
- Responsible Parties: Consultant

Task 3.6: Identify Trip Distribution/Assignment

- Based on research performed, the Approved Projects List, the Trip Generation Map, and in accordance with the current ITE Manual, traffic volumes will be distributed and assigned to roadways within the Circulation Map for the Study Area, and a Trip Generation Map will be developed.
- Responsible Parties: Consultant

Task 3.7: Identify Existing and Future Volumes

- Based on traffic counts obtained for the roadways within the Circulation Map, existing traffic volumes will be identified. In accordance with the current ITE Manual, future traffic volumes will be estimated, and an ADT Map illustrating existing and future traffic volumes will be developed.
- Responsible Parties: Consultant

Task 3.8: Complete Volume/Capacity Analysis

- Based on existing and future traffic volumes identified for roadways within the Study Area, and in accordance with the current ITE Manual and traffic engineering theory, volume/capacity analysis of roadway intersections will be determined, and a Volume Capacity Map will be developed.
- Responsible Parties: Consultant

Task 3.9: Forecast Future Conditions

- Based future traffic volumes identified for roadways within the Study Area, a Future ADT Map will be developed.
- Responsible Parties: Consultant

Task 3.10: Identify Deficient Intersections / Roadways

- Based on future traffic volumes identified for roadways within the Study Area, and the volume/capacity analysis of roadway intersections, a Deficiency Map will be developed to identify specific roadways and intersections that lack capacity and require improvement to accommodate planned growth. All modes of travel will be considered, and improvements identified for pedestrians, bicyclists, and others.
- Responsible Parties: Consultant

Task 3.11: Identify Future Projects to Mitigate Deficiencies

- Based on the Deficiency Map, specific projects required to improve level of service on deficient roadways and intersections will be identified, and a project listing and map of future project locations will be developed. The project listing and map will be prepared in coordination with participating jurisdictions, and will include information discussed at Community Workshops. All modes of travel will be considered, and projects identified to improve travel for pedestrians, bicyclists, and others.
- Responsible Parties: Consultant, City of Rialto and Participating Jurisdictions

Task 3.12: Identify Project Phases and Priorities

- Based on the Project List and Map, projects will be prioritized and phased, and a Priority List and Map will be developed. The Priority List and Map will be prepared in coordination with participating jurisdictions, and will consider comments made by stakeholders at Community Workshops. All modes of travel will be considered, and projects prioritized that will improve travel for pedestrians, bicyclists, and others.
- Responsible Parties: Consultant, City of Rialto and Participating Jurisdictions

Task 3.13: Identify Funding Sources / Develop Financial Model

- Based on the Priority List and Map of projects required to improve level of service on deficient roadways, project costs will be estimated and the total cost of required improvements determined. A Financial Model will be developed and potential funding sources identified based on a review of existing traffic mitigation fees collected by the various jurisdictions, subject to the two County sales tax measures.
- Responsible Parties: Consultant

Task 3.14: Prepare Draft Project Report

- A draft Project Report will be developed based on all of the information and data gathered, including feedback obtained during the Community Workshops, Open House Events, and presentations.
- Responsible Parties: Consultant

Task 3.15: Draft Project Report Review

- The draft Project Report will be distributed to all of the various participating jurisdictions for review and comment. Comments will be gathered, and where appropriate will be incorporated into the final Project Report.
- Responsible Parties: Consultant, City of Rialto and Participating Jurisdictions

Task 3.16: Prepare Final Project Report

- The final Project Report will be completed based on review of the draft Project Report and comments submitted by reviewing agencies. The final Project Report will address comments from the various stakeholders during the Draft Report phase. Credit for the financial contribution and support from Caltrans will be announced on the final Project Report cover and in the final Project Report. Copies of the final Project Report will be distributed to all the various stakeholders, including Caltrans.
- Responsible Parties: Consultant, City of Rialto and Participating Jurisdictions

Task 3.17: Adoption of Final Project Report by Participating Jurisdictions

- Presentation of the final Project Report will be made to SANBAG, WRCOG and the governing bodies for the participating jurisdictions. Resolution of any remaining issues related to information contained within the Final Report will be documented. Adoption of the Final Report by SANBAG, WRCOG and the participating jurisdictions will be scheduled.
- Responsible Parties: Consultant, City of Rialto and Participating Jurisdictions

Task	Deliverable
3.1	<i>Final Scope of Work</i>
3.2	<i>Land Use Map</i>
3.3	<i>Approved Projects List</i>
3.4	<i>Circulation Map</i>
3.5	<i>Trip Generation Map</i>
3.6	<i>Trip Distribution Map</i>
3.7	<i>Existing / Future ADT Map</i>
3.8	<i>Volume / Capacity Map</i>

3.9	<i>Future ADT Map</i>
3.10	<i>Deficiency Map</i>
3.11	<i>Project Listing and Map</i>
3.12	<i>Priority List and Map</i>
3.13	<i>Financial Model</i>
3.14	<i>Draft Project Report</i>
3.15	<i>Review Comments</i>
3.16	<i>Final Project Report</i>
3.17	<i>Project Report Adoption</i>

Task 4.0 Fiscal Management

Task 4.1: Invoicing

- Submission of complete invoice packages to Caltrans District office staff will be made based on milestone completion and achievements. Invoices will be submitted on a monthly basis.
- Responsible Parties: City of Rialto

Task 4.2: Quarterly Reports

- Submission of regular progress reports to Caltrans District office staff will be made. Progress reports will summarize project progress and grant/local match expenditures on a quarterly basis.
- Responsible Parties: City of Rialto

Task	Deliverable
4.1	<i>Invoice Packages</i>
4.2	<i>Quarterly Reports</i>

Project Title		Agua Mansa Industrial Corridor							Grantee		City of Rialto						Deliverable													
Task Number	Task Title	Responsible Party	Budget				FY 2013/14						FY 2014/15		FY 2015/16															
			Total Cost	Grant Amount	Local Cash Match	Local In-Kind Match	J	A	S	O	N	D	J	F	M	A		M	J	J	A	S	O	N	D	J	F			
1.0	Project Initiation																													
1.1	Project Kick-off Meeting	Rialto	\$2,500			\$2,500																							Meeting Notes, Sign-in Sheets	
1.2	Staff Coordination	Rialto	\$10,000			\$10,000																							Monthly Meeting Notes, Sign-in Sheets	
1.3	Develop Request for Proposals (RFP)	Rialto	\$500			\$500																							Request for Proposals (RFP)	
1.4	Consultant Selection	Rialto	\$1,000			\$1,000																							Executed Professional Services Agreement	
1.5	Identify Existing Conditions	Consultant	\$15,000	\$13,500	\$1,500																								Existing Conditions Report	
2.0	Public Outreach																													
2.1	Community Workshop #1	Consultant, Rialto and Participating Jurisdictions	\$3,500	\$2,250	\$250	\$1,000																								PowerPoint Presentation, Workshop Summary, Photos, Sign-in Sheets
2.2	Community Workshop #2	Consultant, Rialto and Participating Jurisdictions	\$3,500	\$2,250	\$250	\$1,000																								PowerPoint Presentation, Workshop Summary, Photos, Sign-in Sheets
2.3	Community Workshop #3	Consultant, Rialto and Participating Jurisdictions	\$3,500	\$2,250	\$250	\$1,000																								PowerPoint Presentation, Workshop Summary, Photos, Sign-in Sheets
2.4	Community Workshop #4	Consultant, Rialto and Participating Jurisdictions	\$3,500	\$2,250	\$250	\$1,000																								PowerPoint Presentation, Workshop Summary, Photos, Sign-in Sheets
2.5	Community Workshop #5	Consultant, Rialto and Participating Jurisdictions	\$3,500	\$2,250	\$250	\$1,000																								PowerPoint Presentation, Workshop Summary, Photos, Sign-in Sheets
2.6	Community Workshop #6	Consultant, Rialto and Participating Jurisdictions	\$3,500	\$2,250	\$250	\$1,000																								PowerPoint Presentation, Workshop Summary, Photos, Sign-in Sheets
2.7	SANBAG / WRCOG Presentations	Consultant, Rialto and Participating Jurisdictions	\$3,500	\$2,250	\$250	\$1,000																								PowerPoint Presentation, Workshop Summary, Photos, Sign-in Sheets

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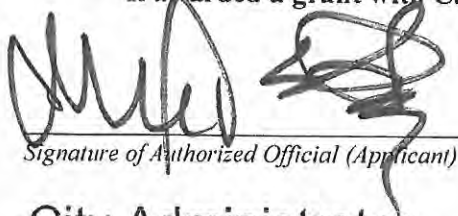
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Application Signature Page

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct.

If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.



Signature of Authorized Official (Applicant)

City Administrator

Title

Michael Story

Print Name

03/28/2013

Date

Signature of Authorized Official (Sub-Applicant)

Print Name

Title

Date

ITEM NO. 4

**REPORT/RECOMMENDATION TO THE
AUGA MANSA INDUSTRIAL GROWTH ASSOCIATION
EXECUTIVE COMMITTEE
AND RECORD OF ACTION**

July 31, 2013

ITEM NO. 4

FROM: JEFFREY O. RIGNEY, Director
Special Districts Department, County of San Bernardino

SUBJECT: PRESENTATION OF STAFF REPORT ON POTENTIALLY AMENDING THE
AMIGA JOINT POWERS AGREEMENT

RECOMMENDATION(S)

Consider Staff Report, attached as Exhibit "A," on potentially amending the AMIGA Joint Powers Agreement ("JPA").

(Presenter: Dawn Messer, Deputy County Counsel, County of San Bernardino and counsel to AMIGA, 387-5455)

FINANCIAL IMPACT

The financial costs associated with amending the AMIGA JPA or, alternatively, creating a new Joint Powers Agreement are unknown. There will be necessary staff resources and expenses and it is unknown how these costs will be funded.

BACKGROUND INFORMATION

At the AMIGA regular meeting held on June 5, 2013, the City of Rialto presented a proposal for a Transportation Planning Grant, which it had recently submitted to the Department of Transportation ("Caltrans"), for a comprehensive study of anticipated growth within a 17,800 acre area, which would impact members of the AMIGA JPA, as well as the cities of Fontana and Jurupa Valley. The study will analyze how growth will impact mobility, access, safety, and environmental health for all modes of transportation, and identify how land use decisions made individually by each jurisdiction may be coordinated to preserve and improve the transportation system.

Staff was directed to review the existing AMIGA JPA and determine how and to what extent the JPA could be utilized to facilitate the comprehensive study and address transportation impacts within this expanded area. Attached as Exhibit "A" is a Staff Report outlining issues for consideration in either amending the AMIGA JPA or, alternatively, creating a new Joint Powers Agreement.

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Moved: _____ Second: _____ Aye: _____ Nay: _____

Approved Date: _____

Secretary of the Governing Board _____

**PRESENTATION OF STAFF REPORT ON POTENTIALLY AMENDING THE
AMIGA JOINT POWERS AGREEMENT
JULY 24, 2013
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REVIEW BY OTHERS

This item has been reviewed by Michelle Blakemore, Chief Assistant County Counsel, and Dawn Messer, Deputy County Counsel, County of San Bernardino, and counsel to AMIGA, on July 24, 2013.

STAFF REPORT EXHIBIT "A"

1. Initial Purpose/Function of the JPA (Article I)

In May 1985, the members of the JPA submitted a joint pre-application to the State Department of Commerce to establish an Enterprise Zone designation for the Agua Mansa area. The JPA was formed as part of the application and to implement the Enterprise Zone. Since that time, the Agua Mansa Enterprise Zone has sunset.

AMIGA Community Facilities District No. 89-1 was formed in 1989 and issued bonds in 1992. Development did not occur as expected and in order to make the property within the CFD more marketable, the AMIGA Executive Committee established Community Facilities District (CFD) 2002-1. Bonds were issued to in part, refinance the outstanding 1992 indebtedness, which resulted in special taxes. This encouraged development within the CFD. Bonds in the amount of \$12,705,000 were issued in 2003. Currently, AMIGA meets one time per year in order to administer the annual levy of special taxes established by CFD 2002-1.

If there is a determination to revamp the JPA to add members and take on additional goals or projects the JPA would need to be amended to expand its scope and purpose. Also, more regular meeting dates might need to be established to deal with increased activities and duties.

2. Members of the JPA

The JPA includes the County of Riverside and San Bernardino and the Cities of Colton, Rialto and Riverside. The County of Riverside no longer participates in meetings.

A proposal is being considered to amend the JPA to include the Cities of Fontana and Jurupa Valley.

3. Administrative, Marketing and Other Functional Agencies (Article III)

The JPA specifies that the County of San Bernardino is the Administrative Agency and the County of Riverside is the Marketing Agency. The JPA also specifies that other functional agencies and their duties may be created.

Consideration to amending the JPA is whether the Administrative Agency and Marketing Agency should continue and whether the current public agencies continue to fulfill those roles. Consideration should also be given as to whether other functional agencies and duties should be created.

4. Offices and Staff (Article XIII)

The JPA provides that the AMIGA's business office is located at the offices of the Administrative Agency (County of San Bernardino), which shall make its personnel available as necessary to perform the secretarial, clerical and administrative duties of the AMIGA. The AMIGA is also prohibited from seeking reimbursement nor crediting any party for office space used or personnel time expended on behalf of the AMIGA.

Consideration to amending the JPA should be made as to whether the County of San Bernardino's role will continue in this capacity. Presumably, more staff time and expenses would increase as a result of expansion of AMIGA's function/purpose.

5. Finance and Budgeting (Article XI)

The JPA provides that each party contributes \$6,000 every July 1 as a "mandatory contribution." The JPA also specifies that each party can contribute its pro-rata share of any special project budget as a "voluntary contribution."

Currently, the \$6,000 mandatory contribution is not being actively collected from members of the JPA. The only expenses incurred are a result of administration of the CFD, with expenses being paid through CFD funds. However, any revenues collected by the CFD can only be utilized for the purposes of the CFD.

Consideration should be made as to whether the intent is to initiate active collection of the mandatory contribution, whether that amount needs to be modified or whether a special project budget will be created. Consideration should also be given as to the source of any funding for expenses, such as legal costs.

6. Other Miscellaneous Issues

- Accounting (Article XI)—The records and accounts of AMIGA are annually audited by the Auditor/Controller's Office. As a result of an expanded purpose (as well as the need to keep CFD, revenues and expenses segregated), the annual audit expenses may increase and consideration should be made as to how the audit expenses may be paid.
- Counsel—The San Bernardino County Counsel currently provides counsel to AMIGA. Consideration should be made as to whether County Counsel will

continue to provide legal representation or whether it would be beneficial to seek counsel from one of the other member entities or seek independent legal counsel. As a result of an expanded purpose, legal expenses may increase and consideration should be made as to how these expenses will be paid.

- Other issues may arise depending on the direction provided by the Executive Committee.

7. Recommendation

- As a result of the completion for the most part, of the improvements within the CFD and the nature of the remaining obligations of the Executive Committee with respect to the CFD, County staff is reviewing the possibility of “simplifying” the existing AMIGA JPA to make it easier and more efficient to administer the CFD. Staff seeks direction from the Executive Committee on this issue.
- Since a major overhaul of the existing AMIGA JPA would be required to accommodate any expansion of goals and duties and if new members are to be added, the process is the same as developing a new JPA. The existing and proposed new members would have to adopt a substantially revised JPA. It may be simpler to establish a new JPA with the new members and set it up as determined by the member agencies. Staff recommends this would be the better approach and seeks direction from the Executive Committee.