AGENDA
Board of Directors Meeting
January 8, 2020

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

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

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

Board of Directors

President
Darcy McNaboe, Mayor
City of Grand Terrace

Vice-President
Frank Navarro, Mayor
City of Colton

Gabriel Reyes, Mayor
City of Adelanto

Art Bishop, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Bill Jahn, Council Member
City of Big Bear Lake

Evonne Ulloa, Mayor
City of Chino

Ray Marquez, Council Member
City of Chino Hills

Acquanetta Warren, Mayor
City of Fontana

Rebekah Swanson, Council Member
City of Hesperia

Larry McCallon, Mayor
City of Highland

Rhodes “Dusty” Rigby, Mayor
City of Loma Linda

John Dutrey, Mayor
City of Montclair

Edward Paget, Vice Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Toni Momberger, Council Member
City of Redlands

Deborah Robertson, Mayor
City of Rialto

John Valdivia, Mayor
City of San Bernardino

Joel Klink, Mayor Pro Tem
City of Twentynine Palms

Debbie Stone, Mayor
City of Upland

Jim Cox, Council Member
City of Victorville

David Avila, Mayor Pro Tem
City of Yucaipa

Rick Denison, Council Member
Town of Yucca Valley

Robert Lovingood, Supervisor
County of San Bernardino

Janice Rutherford, Supervisor
County of San Bernardino

Dawn Rowe, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Michael Beauchamp, Caltrans Ex-Officio Member

Ray Wolfe, Executive Director

Julianna Tillquist, General Counsel
AGENDA

Board of Directors
January 8, 2020

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

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   Pursuant to Government Code Section 54956.9(d)(1)--14 cases
   a. SBCTA--In re: Lumbermen’s Mutual Casualty Company, In Liquidation
      Office of Special Deputy Receiver, Docket No. 12 CH 24227
      Circuit Court of Cook County, Illinois
   b. SBCTA--Central Metal, Inc. v. San Bernardino County Transportation Commission
      San Bernardino Superior Court Case No. CIVDS 1602934
   c. SBCTA--Michael Foster v. State of California, County of San Bernardino, San Bernardino Associated Governments
      San Bernardino Superior Court Case No. CIVDS 1605806
   d. SBCTA--Gilbert Ramos and Rosa Ramos v. San Bernardino County Transportation Authority, Caltrans
      San Bernardino Superior Court Case No. CIVDS 1707564
   e. SBCTA--Southern California Edison v. SBCTA, Heirs and Devisees of Dee Kimura, et al.
      San Bernardino Superior Court Case No. CIVDS 1717318
   f. SBCTA--Southern California Edison v. SBCTA, SCRRRA, et al.
      San Bernardino Superior Court Case No. CIVDS 1717085
   g. SBCTA--Southern California Edison v. SBCTA, BNSF, et al.
      San Bernardino Superior Court Case No. CIVDS 1811360
   h. SBCTA--Billy Ardt, Inc.; KLR Property, LLC v. SBCTA
      San Bernardino Superior Court Case No. CIVDS 1813981
   i. SBCTA--Southern California Edison v. SBCTA, BNSF, et al.
      San Bernardino Superior Court Case No. CIVDS 1818929
   j. SBCTA--Southern California Edison v. SBCTA, BNSF, et al.
      San Bernardino Superior Court Case No. CIVDS 1819117
   k. SBCTA--SBCTA v. Kris Wyatt, Randy Wyatt and Wyatt’s Paint and Body
      San Bernardino Superior Court Case No. CIVDS 1907554
   l. SBCTA--SBCTA v. Rosa Lopez, Jose Lopez, Michael Kent Lawson and Frankie Lawson, Trustees
      San Bernardino Superior Court Case No. CIVDS 1907603
   m. SBCTA--Emily Chen v. San Bernardino County Transportation Authority, Michael Baker Intl., et al.
      Orange County Superior Court Case No. 30-2018-01034245-CU-OE-CJC
   n. SANBAG--Maebell Dorsey, an individual and Trustee v. Renovate America, Inc., SBCTA, etal.
      San Bernardino Superior Court Case No. CIVDS 1925774
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Pursuant to Government Code Section 54957
   Title: General Counsel

3. CONFERENCE WITH LABOR NEGOTIATOR
   Pursuant to Government Code Section 54957.6
   Agency Designated Representative: Darcy McNaboe, Board President
   Unrepresented Employee: General Counsel

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

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

CALL TO ORDER

   (Meeting Chaired by Darcy McNaboe)

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

Possible Conflict of Interest Issues

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

1.   Information Relative to Possible Conflict of Interest

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

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

CONSENT CALENDAR

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

Consent - Administrative Matters


   Presenter: Hilda Flores

   This item was received by the General Policy Committee on December 11, 2019.
3. **Budget Fiscal Year 2020/2021 Assessment Dues**

   That the Board, acting as the San Bernardino Associated Governments (SBCOG):
   Adopt the SBCOG Fiscal Year 2020/2021 mandatory assessments and additional mandatory obligations.

   **Presenter: Hilda Flores**

   *This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2019.*

4. **Fiscal Year 2020/2021 Budget Schedule**

   That the Board, acting as the San Bernardino Council of Governments and the San Bernardino County Transportation Authority:
   Approve the Fiscal Year 2020/2021 Budget Schedule.

   **Presenter: Hilda Flores**

   *This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2019.*

5. **Budget to Actual Report for Fourth Quarter Ending June 30, 2019**

   Receive and file Budget to Actual Report for fourth quarter ending June 30, 2019.

   **Presenter: Hilda Flores**

   *This item was received by the General Policy Committee on December 11, 2019.*

6. **Procurement Policy No. 11000 Update**

   That the Board, acting as the San Bernardino County Transportation Authority:
   Approve modifications to Contracting and Procurement Policy No. 11000, confirming the Executive Director or designee signature authority for Contract Task Orders as follows:

   **Contract Task Orders (CTO):**
   i. All CTOs up to $500,000, not-to-exceed the available contract balance.
   ii. CTO amendments within available contract balance:
      - With zero dollar value.
      - For CTOs originally less than $500,000, increasing the CTO amount up to $500,000.
      - For CTOs originally $500,000 or more, increasing the CTO amount up to 10% of the original CTO value but not-to-exceed $100,000.

   **Presenter: Hilda Flores**

   *This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2019. SBCTA General Counsel has reviewed this item and the draft policy.*
7. **Lease Amendment with Southern California Association of Governments for Unit 140 and Budget Amendment for Furniture, Fixtures and Equipment**

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

A. Approve Amendment No. 4 to Lease Agreement No. C13126 with Southern California Association of Governments for the lease of office space in Unit 140 at the San Bernardino Santa Fe Depot and authorize the Executive Director or his designee to execute the amendment.

B. Approve a budget amendment of $138,860 in Task 0805-Building Operation, using fund balance from the Indirect Cost fund, to purchase furniture, fixtures, building modifications, data and telecommunications improvements to add work stations for use by the San Bernardino County Transportation Authority.

**Presenter: Duane Baker**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2019. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

8. **Revision of Records Retention Schedule, Appendix A to Policy 10105**

That the Board acting as the San Bernardino County Transportation Authority and the San Bernardino Associated Governments:

Approve revised Records Retention Schedules, Appendix A to Policy 10105.

**Presenter: Marleana Roman**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2019. SBCTA General Counsel has reviewed this item and the draft revised schedules.

**Consent - Project Delivery**

9. **Interstate 10 University Street Improvements Project - Cooperative Agreement Amendment 1 and Request to Release Invitation For Bids**

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

A. Approve Amendment 1 to Agreement No. R14088 with the City of Redlands to redefine the project funding responsibilities based on the revised project cost estimates, increasing San Bernardino County Transportation Authority’s share of project costs to $4,346,013 and the City of Redlands share of project costs to $1,292,547.

B. Authorize advertising Invitation for Bids No. 20-1002290 for the construction of the Interstate 10 University Street Improvements Project in the City of Redlands.

**Presenter: Paula Beauchamp**

This item was reviewed and recommended for approval (17-0-1; Abstained: Momberger) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on September 12, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and drafts of the amendment and IFB.
Consent - Regional/Subregional Planning

10. Agreement with State of California Wildlife Conservation Board for further development of the Regional Conservation Investment Strategy

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

A. Approve Contract No. 20-1002330 with the California Wildlife Conservation Board (grant agreement number WC-1919CR) to receive an amount not-to-exceed $562,210 for development of a San Bernardino County Regional Conservation Investment Strategy.

And, that the Board, acting as the San Bernardino County Transportation Authority:

B. Approve the creation of a new fund No. 2665-California Wildlife Conservation Board and a budget amendment to the Fiscal Year 2019/2020 Budget, Task No. 0404 by adding California Wildlife Conservation Board (WCB) funds in the amount of $562,210 for consultant costs. Subsequent authorization to expend funds received from WCB will be presented to the SBCTA Board of Directors at a later date.

Presenter: Steve Smith

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the draft agreement.

Consent - Transit

11. Continuation of Victor Valley Transit Authority as the Consolidated Transportation Services Agency

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

Adopt Resolution No. 20-039 to continue Victor Valley Transit Authority’s designation as the Consolidated Transportation Services Agency for the Victor Valley and North Desert Measure I Subareas.

Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 12, 2019. SBCTA General Counsel has reviewed this item and the resolution.

12. Needles Short Range Transit Plan

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

Approve the Needles Short Range Transit Plan 2020-2025.

Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 12, 2019.

13. 2020 Transit and Intercity Rail Capital Program Grant Requests

Receive an update on the 2020 Transit and Intercity Rail Capital Program grant requests for projects in San Bernardino County.

Presenter: Carrie Schindler

This item was received by the Transit Committee on December 12, 2019. SBCTA General Counsel has reviewed this item.
14. Redlands Passenger Rail Project - Change of Arrow Service Operator
That the Board, acting as the San Bernardino County Transportation Authority:
Transfer the operation and maintenance of the Arrow hybrid-rail vehicles for the Arrow service, from Omnitrans to Southern California Regional Rail Authority, as the Federal Railroad Administration identified railroad of record and the current commuter rail service provider in San Bernardino County, contingent on the acceptance of that role by Southern California Regional Rail Authority.

Presenter: Carrie Schindler
This item was reviewed and recommended for approval (6-1-0; opposed Avila) by the Transit Committee on December 12, 2019.

15. Transit Fiscal Year 2019/2020 Department Budget Amendment
That the Board, acting as the San Bernardino County Transportation Authority:
A. Approve a budget amendment to the Fiscal Year 2019/2020 budget, to Task No. 0315 Transit Capital, increasing the total fiscal year budget by $950,000 as indicated below:
   • Substitute the source of funds used in the Fiscal Year 2019/2020 budget, in an amount of $24,438,380, for Redlands Passenger Rail Project expenditures as described in the background section with no net increase to the fiscal year budget or overall project budget.
   • Increase $935,000 Measure I Valley Express Bus/Rapid Transit Program Funds for the West Valley Connector Project.
   • Increase $15,000 State Transportation Assistance Funds for the Upland Metrolink Parking Lot Expansion Conceptual Plan.

B. Approve a budget amendment to the Fiscal Year 2019/2020 budget, to Task No. 9900 Transfers Out, increasing the total fiscal year budget by $10,652,284 in State Transit Assistance Funds (to record drawdowns from Transportation Development Act Funds) previously allocated to the Redlands Passenger Rail Project and Upland Metrolink Parking Lot Expansion Conceptual Plan.

C. Approve a budget amendment to the Fiscal Year 2019/2020 budget, to Task No. 0406 Traveler Services, increasing the total fiscal year budget by $150,000 due to unanticipated reimbursable revenue from Riverside County Transportation Commission.

Presenter: Carrie Schindler
This item was reviewed and unanimously recommended for approval by the Transit Committee on December 12, 2019.

Consent - Transportation Programming and Fund Administration
16. Interstate 15 Duncan Canyon Interchange Project Funding and Term Loan Agreements
That the Board, acting as the San Bernardino County Transportation Authority:
A. Approve Project Funding Agreement No. 19-1002225 with the City of Fontana for the Interstate 15 (I-15) Duncan Canyon Road Interchange Project.

B. Approve Term Loan Agreement No. 19-1002191, in an amount not-to-exceed $4,074,021, with the City of Fontana for the I-15/Duncan Canyon Road Interchange Project, which contains a provision that a $2,750 loan fee for Lender’s additional costs of administering the Term Loan will be paid by the City upon execution of the agreement.

Presenter: Andrea Zureick
This item was reviewed and recommended for approval (13-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 14, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the draft agreements.
17. **West Valley Connector Phase I Funding Plan**

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

Direct staff on a funding strategy for the West Valley Connector Phase I project that includes an allocation of up to $53 million in uncommitted transit funds and requests for at least $65 million in grant funds, with contingency funding of up to $50 million in uncommitted transit funds in the case of unsuccessful grant requests.  **Presenter: Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Transit Committee on December 12, 2019.

18. **Mountain/Desert Subarea Caltrans Meetings**

Receive a report on the Caltrans-Mountain/Desert Subarea Meetings.  **Presenter: Andrea Zureick**

This item was received by the Mountain/Desert Policy Committee on December 13, 2019.

19. **Crest Forest Drive/Lake Drive Planning Study Funding Agreement with the County of San Bernardino**

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

A. Approve an allocation in the amount of $100,000 in Measure I Mountains Subarea Project Development/Traffic Management Systems (PD/TMS) funds for the Crest Forest Drive/Lake Drive Planning Study.

B. Approve Agreement No. 20-1002236 with the County of San Bernardino in the amount of $100,000 for the Crest Forest Drive/Lake Drive Planning Study in substantially the form presented, subject to final approval as to form by General Counsel.

C. Approve an amendment to the Fiscal Year 2019/2020 Budget to increase Task No. 0550 Allocations/Pass Throughs by $100,000 to be funded with Measure I Mountains Subarea PD/TMS funds.  **Presenter: Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on December 13, 2019.  SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the draft agreement.  General Counsel will approve the final form of the Agreement once it has been approved by the Board of Supervisors.

20. **San Bernardino County Mountains Subarea Project Agreements**

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

A. Approve a transfer of $500,000 in Measure I Mountains Subarea Major Local Highway Projects Program funds originally allocated to the County of San Bernardino for the Arrowbear Bridge Project to the County of San Bernardino State Route 38 at Stanfield Cutoff Project.

B. Approve Amendment No. 1 to Agreement No. 16-1001376 with the County of San Bernardino to reduce the allocation of Measure I Mountains Subarea Major Local Highway Projects Program funds by $500,000 to $2,500,000 for the Arrowbear Bridge Project.

C. Approve Agreement No. 20-1002325 with the County of San Bernardino in the amount of $500,000 in Measure I Mountains Subarea Major Local Highway Projects Program funds for the State Route 38 at Stanfield Cutoff Project in substantially the form presented, subject to final approval as to form by General Counsel.  **Presenter: Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on December 13, 2019.  SBCTA General Counsel, Procurement Manager, and Risk Manager and have reviewed this item and drafts of the agreement and amendment.  General Counsel will approve the final form of the Agreement once it has been approved by the Board of Supervisors.
Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Discussion - Legislative/Public Outreach

21. State and Federal Legislative Update

A. Receive Presentation by Lauri Hettinger and Leslie Pollner from Holland & Knight LLP, San Bernardino Transportation Authority’s federal advocates, on the 2019 Federal Legislative and 2020 Legislative preview.

B. Receive Presentation by Delaney Hunter and Ross Buckley from California Advisors, LLC, San Bernardino Transportation Authority’s state advocates, on the 2019 State Legislative and 2020 Legislative preview.

Presenter: Otis Greer

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

Discussion - Project Delivery

22. Amendment No. 4 to Professional Services Contract No. C14045 with AECOM for State Route 60 Central Ave

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

Approve Amendment No. 4 to Professional Services Contract No. C14045 with AECOM Technical Services, Inc. for design services on the State Route 60 Central Interchange project to incorporate additional work authorized pursuant to release of contingency in the amount of $197,019.00 into the contract value, increase the contract budget for new design elements and additional construction support totaling $299,363.75 for a revised total contract amount of $2,853,580.01, and extend the contract expiration date to June 30, 2022.

Presenter: Paula Beauchamp

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

23. Mt. Vernon Viaduct Railroad Agreements and Design Build Contract

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

A. Authorize the SBCTA Board President to execute Construction and Maintenance Agreement No. 19-1002208 with BNSF Railway and the City of San Bernardino for the demolition, construction, and maintenance of the Mt. Vernon Viaduct, and for SBCTA to pay BNSF Railway actual construction support costs, estimated at $4,300,000, provide a mitigation payment to BNSF in an amount not-to-exceed $48,325,000, and receive a project contribution from BNSF for $29,500,000, upon finalization by staff and approval as to form by SBCTA General Counsel.

B. Authorize SBCTA Board President to execute Property Conveyance Agreement No. 19-1002209 between SBCTA and BNSF Railway for the Mt. Vernon Viaduct project, detailing disposition of properties between the two entities, upon finalization by staff and approval as to form by SBCTA General Counsel.
Agenda Item 23 (cont.)

C. Authorize SBCTA Board President to execute Construction Agreement No. 19-1002210 between SBCTA and Southern California Regional Rail Authority for design and construction parameters and payment of up to $500,000 for engineering, flagging and inspection costs for the Mt. Vernon Viaduct project.

D. Authorize the SBCTA Board President to award and execute Contract No. 18-1001966, in substantially the form attached, for the Mt. Vernon Viaduct Design Build (DB) Contract to Traylor-Granite Joint Venture for $TBD (to be determined and specified prior to the Board meeting), upon satisfaction of all conditions precedent to such award as set forth in the Request for Proposals, including, but not limited to, concurrence by the California Department of Transportation with the project’s Initial Funding Plan, and to take any other actions necessary to effectuate the award and execution of the DB Contract; and,

E. Approve allowances of $TBD and contingency of $TBD and authorize the Executive Director or designee to release as necessary for the Mt. Vernon Viaduct DB Contract No. 18-1001966, up to the full amount of the contingency, for a total amount of $TBD.

F. Authorize stipend payment of $175,000 to the unsuccessful, responsive, responsible proposer, Pulice Construction, per the terms of the Request for Proposals.

Presenter: Paula Beauchamp

Recommendations A, B and C were reviewed and recommended for approval (11-0-2; Abstained: Hagman and Rowe) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 15, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item. Drafts of the agreements and contract are still under review.

Discussion - Regional/Subregional Planning

24. Cost Sharing Agreement No. 20-1002341 with Western Riverside Council of Governments

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

A. Approve Agreement No. 20-1002341 with the Western Riverside Council of Governments (WRCOG) to be a master agreement (“Agreement”) for cost sharing and providing an accounting mechanism related to collaborative work and grants.

B. Authorize the Executive Director, or his designee, to negotiate and execute Term Sheet(s), pursuant to the requirements set forth in the Agreement, for each Study.

C. Authorize the Executive Director, or his designee, to execute a Term Sheet for SBCTA to receive WRCOG reimbursement funds, in the amount of $3,034.06, based on previous staff work performed during the development of the Resilient IE Project.

Presenter: Josh Lee

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

25. SB 1 Grant Application Strategy

Receive information and provide direction to staff on a preliminary strategy for grant applications for Senate Bill 1 competitive grants, Cycle 2 (2020).

Presenter: Steve Smith

This item has not received prior policy committee or technical advisory committee review.
26. Southern California Association of Governments' Connect SoCal draft Program Environmental Impact Report

Receive information and provide direction on comments to be potentially submitted by San Bernardino County Transportation Authority on the Draft Connect SoCal Plan (Regional Transportation Plan/Sustainable Communities Strategy) and associated Draft Program Environmental Impact Report.

Presenter: Steve Smith

This item has not received prior policy committee or technical advisory committee review. This item is being brought directly to the Board meeting, given the January 24, 2020, deadline to submit comments on both Draft Connect SoCal and the PEIR.

Discussion - Administrative Matters

27. Presentation of the Comprehensive Annual Financial Report for Fiscal Year 2018/2019


Presenter: Hilda Flores

This item has not received prior policy committee review. The audit progress, procedures, and deliverables were discussed with the Executive Board on December 11, 2019.

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

Executive Directors Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance
Acronym List

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Agency Report

Committee Membership

Representatives on SCAG Committees
Appointments to External Agencies
Committee Membership

Mission Statement

Mission Statement
Meeting Procedures and Rules of Conduct

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

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

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

**Agenda Actions** – Items listed on both the “Consent Calendar” and “Discussion” contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors or unanimous vote of members present as provided in the Ralph M. Brown Act Government Code Sec. 54954.2(b).

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

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

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

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.
**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board’s authority. Matters raised under “Public Comment” may not be acted upon at that meeting. “Public Testimony on any Item” still applies.

**Disruptive or Prohibited Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive or prohibited conduct includes without limitation addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner. Your cooperation is appreciated!
General Practices for Conducting Meetings
of
Board of Directors and Policy Committees

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

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

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

Amendment or Substitute Motion.
- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he or she would like to amend his or her motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is voted upon first, and if it fails, then the original motion is considered.
- Occasionally, a motion dies for lack of a second.
Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008
Revised March 2014
Revised May 4, 2016
## Important Dates to Remember...

### January 2020

**SBCTA Meetings – Cancelled:**
- General Policy Committee
- Transit Committee

**SBCTA Meetings – Scheduled:**

<table>
<thead>
<tr>
<th>Committee</th>
<th>Date</th>
<th>Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Policy Committee</td>
<td>Jan 16</td>
<td>9:30 am</td>
<td>SBCTA Lobby, 1st Floor</td>
</tr>
<tr>
<td>Transit Committee</td>
<td>Jan 16</td>
<td>10:00 am</td>
<td>SBCTA Lobby, 1st Floor</td>
</tr>
<tr>
<td>Metro Valley Study Session</td>
<td>Jan 16</td>
<td>9:30 am</td>
<td>SBCTA Lobby, 1st Floor</td>
</tr>
<tr>
<td>1-10/I-15 Corridor Joint Sub-Committee</td>
<td>Jan 16</td>
<td>10:00 am</td>
<td>SBCTA Lobby, 1st Floor</td>
</tr>
<tr>
<td>Mountain/Desert Committee</td>
<td>Jan 17</td>
<td>9:30 am</td>
<td>Mojave Desert AQMD</td>
</tr>
</tbody>
</table>

**Other Meetings/Events:**

- None

**SBCTA Offices will be CLOSED:**
- January 20, Martin Luther King Jr. Day

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

**AGENDA ITEM: 1**

**Date:** January 8, 2020

**Subject:**
Information Relative to Possible Conflict of Interest

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Contract No.</th>
<th>Principals &amp; Agents</th>
<th>Subcontractors</th>
</tr>
</thead>
</table>
| 22       | 15-1001251 (C14045) | AECOM Technical Services, Inc. *Greg Hefter* | Arellano and Associates  
Diaz, Yourman, & Associates  
ICF Jones & Stokes  
LIN Consulting  
OPC  
Psomas  
Tatsumi |
| 23       | 19-1002208 19-1002209 | BNSF *French Thompson* | None |
| 23       | 18-1001966 | Traylor-Granite Joint Venture  
*C. John Meagher*  
*Bob Lofling* | COWI North America, Inc.  
CPM Logistics LLC  
Dan Brown & Associates  
Foothills Bridge Co.  
Granite Construction Company  
Hernandez, Kroone & Associates  
PPM Group, Inc.  
Terracon Consulting Engineers & Scientist  
Traylor Bros., Inc. |

**Financial Impact:**
This item has no direct impact on the budget.

**Reviewed By:**
This item is prepared monthly for review by Board and Committee members.

**Responsible Staff:**

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

AGENDA ITEM: 2

Date: January 8, 2020

Subject:
November 2019 Procurement Report

Recommendation:

Background:
The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on January 4, 2017. The Board of Directors authorized the Executive Director, or designee, to approve: a) contracts and purchase orders up to $100,000 and for purchase orders originally $100,000 or more, increasing the purchase order amount up to 10% of the original purchase order value, not-to-exceed $25,000; b) amendments with a zero dollar value; c) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; d) amendments that cumulatively do not exceed 50% of the original contract value or $100,000, whichever is less; and e) release Request for Proposals (RFP), Request for Qualifications (RFQ) and Invitation for Bids (IFB) for proposed contracts from which funding has been approved in the Annual Budget, and are estimated not-to-exceed $1,000,000.

The Board of Directors further authorized General Counsel to award and execute legal services contracts up to $100,000 with outside counsel as needed. A list of all Contracts and Purchase Orders that were executed by the Executive Director and/or General Counsel during the month of November 2019 is presented herein as Attachment A, and all RFPs and IFBs are presented in Attachment B.

Financial Impact:
This item is consistent with the Fiscal Year 2019/2020 Budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:
This item was received by the General Policy Committee on December 11, 2019.

Responsible Staff:
Hilda Flores, Chief Financial Officer

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority
## Attachment A

**November Contract Actions**

**New Contracts Executed:**

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Description of Specific Services</th>
<th>Vendor Name</th>
<th>Dollar Amount</th>
<th>Description of Overall Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-1002305</td>
<td>Reimbursement Agreement</td>
<td>City of Rancho Cucamonga</td>
<td>$14,000.00</td>
<td>Reimbursement Agreement for the appraisal of the Etiwanda Depot.</td>
</tr>
<tr>
<td>20-1002309</td>
<td>Meeting Space Rental</td>
<td>San Bernardino County Museum</td>
<td>$700.00</td>
<td>Utilize meeting space for the Board of Directors Visioning Workshop.</td>
</tr>
</tbody>
</table>
## Attachment A

### November Amendment Actions

#### Contract Amendments Executed:

<table>
<thead>
<tr>
<th>Contract No. &amp; Amendment No.</th>
<th>Reason for Amendment (include a description of the amendment)</th>
<th>Vendor Name</th>
<th>Previous Amendments &amp; Dollar Values</th>
<th>Dollar Amount of Amendment</th>
<th>Amended Contract Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>15-1001298 Amendment 2</td>
<td>Extended the contract term date and increased the not-to-exceed amount to cover project closeout due to construction delays. Project: Construction Management Services for Monte Vista Ave. Grade Separation</td>
<td>Kleinfelder/ Simon Wong Engineering</td>
<td>Original $2,968,200.00 Amendment 1 $0.00</td>
<td>$100,000.00</td>
<td>$3,068,200.00</td>
</tr>
<tr>
<td>C14005 Amendment 4</td>
<td>Increased the not-to-exceed amount to cover the cost of issuance of commercial paper. Project: Bond Counsel Services</td>
<td>Orrick Herrington &amp; Sutcliffe, LLP</td>
<td>Original $600,000.00 Amendment 1 $0.00 Amendment 2 $100,000.00 Amendment 3 $400,000.00</td>
<td>$100,000.00</td>
<td>$1,200,000.00</td>
</tr>
<tr>
<td>15-1001175 Amendment 2</td>
<td>Replaced the Right-of-Way funding and spending summary. Project: US 395 Phase I ROW</td>
<td>Caltrans</td>
<td>Original $0.00 Amendment 1 $0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>18-1001961 Amendment 1</td>
<td>Added the Lyft Concierge services. Project: Motorist Assistance Call Answering Center Services</td>
<td>AAMCOM, LLC.</td>
<td>Original $1,100,000.00</td>
<td>$8,248.00</td>
<td>$1,108,248.00</td>
</tr>
<tr>
<td>Contract No. &amp; Amendment No.</td>
<td>Reason for Amendment (include a description of the amendment)</td>
<td>Vendor Name</td>
<td>Previous Amendments &amp; Dollar Values</td>
<td>Dollar Amount of Amendment</td>
<td>Amended Contract Total</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>---------------------------------------------------------------</td>
<td>-------------</td>
<td>-------------------------------------</td>
<td>---------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>15-1001181 Amendment 1</td>
<td>Increased the not-to-exceed amount to cover the “Extra Work” for the extended summer hours. Project: Freeway Service Patrol Along Beat 5</td>
<td>Navarros Towing</td>
<td>Original $973,072.00</td>
<td>$60,000.00</td>
<td>$1,033,072.00</td>
</tr>
</tbody>
</table>
## Attachment A

### November Contract Task Order Actions

**Contract Task Order (CTO) Executed:**

<table>
<thead>
<tr>
<th>Contract No. &amp; CTO No.</th>
<th>Description of CTO</th>
<th>Vendor Name</th>
<th>Contract Amount</th>
<th>Previously Issued CTOs</th>
<th>Dollar Amount of CTO</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-1001741 CTO 8</td>
<td>Labor compliance services for electric vehicle infrastructure project.</td>
<td>GCAP Services</td>
<td>$650,000.00 Shared with Gafcon, Inc. (17-1001664)</td>
<td>Various CTOs not including CTO 8 $269,287.50</td>
<td>Total $4,000.00</td>
</tr>
</tbody>
</table>
## Attachment A
### November Purchase Order Actions

**Purchase Orders:**

<table>
<thead>
<tr>
<th>PO No.</th>
<th>PO Issue Date</th>
<th>Vendor Name</th>
<th>Description of Services</th>
<th>PO Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4001987</td>
<td>11/20/19</td>
<td>G/M Business Interiors</td>
<td>Furniture modification and additions for office 4.</td>
<td>$26,250.00</td>
</tr>
<tr>
<td>4001982</td>
<td>11/20/19</td>
<td>LACMTA</td>
<td>Fiscal Year 2020 Regional rideshare activities for guaranteed ride home and rideshare marketing/outreach.</td>
<td>$18,566.00</td>
</tr>
</tbody>
</table>
## Attachment A

### November Purchase Order Amendment Actions

**Purchase Order Amendments Executed:**

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

Packet Pg. 25
### Attachment B

**November RFP’s and IFB’s**

<table>
<thead>
<tr>
<th>Release Date</th>
<th>RFP/IFB No.</th>
<th>Description of Services</th>
<th>Anticipated Dollar Amount</th>
<th>Anticipated Award Date</th>
<th>Description of Overall Program and Program Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/26/19</td>
<td>RFP 20-1002320</td>
<td>On-Call Internal Audit &amp; Price Review Services</td>
<td>$500,000.00</td>
<td>April 2020</td>
<td>A bench of consultants to perform on-call internal audit &amp; price review services as needed for SBCTA.</td>
</tr>
</tbody>
</table>
**Minute Action**

AGENDA ITEM: 3

**Date:** January 8, 2020

**Subject:**
Budget Fiscal Year 2020/2021 Assessment Dues

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

Adopt the SBCOG Fiscal Year 2020/2021 mandatory assessments and additional mandatory obligations.

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

Mandatory assessments are used in Task 0501, Intergovernmental Relations, and support for SBCOG activities as approved by the Board. Projects include a grant writing services contract, a County-Wide Emergency Medical Services Optimization project, an analysis of the impacts of automation on San Bernardino County’s workforce, planning the City/County Conference, developing tools and strategies for dealing with changing housing policies and requirements, and coordinating efforts for 2020 Census complete count.

On December 2, 2015, the Board of Directors approved an additional mandatory obligation of $133,418 for Fiscal Year 2020/2021, specifically to support the addition of staff to work exclusively on SBCOG activities. Total assessments and other mandatory obligations of $124,121 budgeted for Fiscal Year 2020/2021 represent an increase of $4,396 or 1.7% from the prior year, as shown in the attachment.

**Financial Impact:**
This item establishes the Fiscal Year 2020/2021 budget for mandatory assessment and other monetary obligations which will be included in the proposed budget for Fiscal Year 2020/2021.

**Reviewed By:**
This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2019.

**Responsible Staff:**
Hilda Flores, Chief Financial Officer
## San Bernardino Associated Governments
### General Assessment Dues Calculation
#### Fiscal Year 2020/2021

<table>
<thead>
<tr>
<th>JURISDICTION</th>
<th>POP.</th>
<th>TOTAL</th>
<th>BEFORE RDA</th>
<th>% OF ASSESSED VALUE</th>
<th>% OF AVG.</th>
<th>FY2020</th>
<th>MANDATORY</th>
<th>OTHER MONETARY</th>
<th>FY2021</th>
<th>VAR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019</td>
<td></td>
<td>2019/2020</td>
<td></td>
<td></td>
<td>AMOUNT</td>
<td>AMOUNT</td>
<td>AMOUNT ($)</td>
<td>AMOUNT</td>
<td></td>
</tr>
<tr>
<td>Adelanto</td>
<td>35,136</td>
<td>1.603%</td>
<td>$2,316,760,063</td>
<td>0.977%</td>
<td>1.290%</td>
<td>$6,882</td>
<td>$1,601</td>
<td>$5,337</td>
<td>$6,938</td>
<td>$56</td>
</tr>
<tr>
<td>Apple Valley</td>
<td>73,464</td>
<td>3.351%</td>
<td>$6,301,585,026</td>
<td>2.659%</td>
<td>3.005%</td>
<td>$8,935</td>
<td>$3,730</td>
<td>$5,337</td>
<td>$9,067</td>
<td>$132</td>
</tr>
<tr>
<td>Barstow</td>
<td>24,150</td>
<td>1.102%</td>
<td>$1,461,421,627</td>
<td>0.617%</td>
<td>0.859%</td>
<td>$6,366</td>
<td>$1,066</td>
<td>$5,337</td>
<td>$6,403</td>
<td>$37</td>
</tr>
<tr>
<td>Big Bear Lake</td>
<td>5,461</td>
<td>0.249%</td>
<td>$3,681,700,537</td>
<td>1.553%</td>
<td>0.901%</td>
<td>$6,416</td>
<td>$1,119</td>
<td>$5,337</td>
<td>$6,456</td>
<td>$40</td>
</tr>
<tr>
<td>Chino</td>
<td>89,829</td>
<td>4.098%</td>
<td>$14,223,945,266</td>
<td>6.01%</td>
<td>5.049%</td>
<td>$11,382</td>
<td>$4,421</td>
<td>$5,337</td>
<td>$11,604</td>
<td>$222</td>
</tr>
<tr>
<td>Chino Hills</td>
<td>84,364</td>
<td>3.848%</td>
<td>$12,983,141,079</td>
<td>5.478%</td>
<td>4.663%</td>
<td>$10,920</td>
<td>$5,788</td>
<td>$5,337</td>
<td>$11,125</td>
<td>$205</td>
</tr>
<tr>
<td>Colton</td>
<td>54,391</td>
<td>2.481%</td>
<td>$3,770,649,849</td>
<td>1.591%</td>
<td>2.036%</td>
<td>$7,775</td>
<td>$2,586</td>
<td>$5,337</td>
<td>$7,923</td>
<td>$92</td>
</tr>
<tr>
<td>Fontana</td>
<td>212,078</td>
<td>9.674%</td>
<td>$21,160,085,508</td>
<td>8.928%</td>
<td>9.301%</td>
<td>$16,473</td>
<td>$2,043</td>
<td>$5,337</td>
<td>$17,380</td>
<td>$72</td>
</tr>
<tr>
<td>Grand Terrace</td>
<td>12,654</td>
<td>0.577%</td>
<td>$1,158,028,860</td>
<td>0.489%</td>
<td>0.533%</td>
<td>$5,975</td>
<td>$661</td>
<td>$5,337</td>
<td>$5,998</td>
<td>$23</td>
</tr>
<tr>
<td>Hesperia</td>
<td>96,362</td>
<td>4.396%</td>
<td>$6,463,913,012</td>
<td>2.727%</td>
<td>3.561%</td>
<td>$9,601</td>
<td>$4,421</td>
<td>$5,337</td>
<td>$9,758</td>
<td>$157</td>
</tr>
<tr>
<td>Highland</td>
<td>55,778</td>
<td>2.544%</td>
<td>$3,845,838,565</td>
<td>1.623%</td>
<td>2.084%</td>
<td>$7,831</td>
<td>$2,586</td>
<td>$5,337</td>
<td>$7,923</td>
<td>$92</td>
</tr>
<tr>
<td>Loma Linda</td>
<td>24,335</td>
<td>1.110%</td>
<td>$2,340,481,074</td>
<td>0.987%</td>
<td>1.049%</td>
<td>$6,593</td>
<td>$1,302</td>
<td>$5,337</td>
<td>$6,639</td>
<td>$46</td>
</tr>
<tr>
<td>Montclair</td>
<td>39,563</td>
<td>1.805%</td>
<td>$3,525,995,924</td>
<td>1.488%</td>
<td>1.646%</td>
<td>$7,308</td>
<td>$2,043</td>
<td>$5,337</td>
<td>$7,380</td>
<td>$72</td>
</tr>
<tr>
<td>Needles</td>
<td>5,085</td>
<td>0.232%</td>
<td>$360,049,104</td>
<td>0.152%</td>
<td>0.192%</td>
<td>$5,567</td>
<td>$238</td>
<td>$5,337</td>
<td>$5,575</td>
<td>$8</td>
</tr>
<tr>
<td>Ontario</td>
<td>178,268</td>
<td>8.132%</td>
<td>$27,517,353,669</td>
<td>11.610%</td>
<td>9.871%</td>
<td>$17,155</td>
<td>$12,252</td>
<td>$5,337</td>
<td>$17,589</td>
<td>$434</td>
</tr>
<tr>
<td>Rancho Cucamonga</td>
<td>179,412</td>
<td>8.184%</td>
<td>$27,642,340,160</td>
<td>11.663%</td>
<td>9.923%</td>
<td>$17,218</td>
<td>$12,317</td>
<td>$5,337</td>
<td>$17,654</td>
<td>$436</td>
</tr>
<tr>
<td>Rialto</td>
<td>107,271</td>
<td>4.893%</td>
<td>$10,022,185,498</td>
<td>4.229%</td>
<td>4.561%</td>
<td>$10,798</td>
<td>$5,661</td>
<td>$5,337</td>
<td>$10,998</td>
<td>$200</td>
</tr>
<tr>
<td>San Bernardino</td>
<td>219,233</td>
<td>10.001%</td>
<td>$15,557,320,601</td>
<td>6.564%</td>
<td>8.282%</td>
<td>$15,253</td>
<td>$10,280</td>
<td>$5,337</td>
<td>$15,617</td>
<td>$364</td>
</tr>
<tr>
<td>Twentynine Palms</td>
<td>28,958</td>
<td>1.321%</td>
<td>$927,857,888</td>
<td>0.391%</td>
<td>0.856%</td>
<td>$6,362</td>
<td>$1,063</td>
<td>$5,337</td>
<td>$6,400</td>
<td>$38</td>
</tr>
<tr>
<td>Upland</td>
<td>78,481</td>
<td>3.580%</td>
<td>$9,820,386,020</td>
<td>4.143%</td>
<td>3.862%</td>
<td>$9,960</td>
<td>$4,793</td>
<td>$5,337</td>
<td>$10,130</td>
<td>$170</td>
</tr>
<tr>
<td>Victorville</td>
<td>126,543</td>
<td>5.772%</td>
<td>$9,343,514,086</td>
<td>3.942%</td>
<td>4.857%</td>
<td>$11,152</td>
<td>$6,029</td>
<td>$5,337</td>
<td>$11,366</td>
<td>$214</td>
</tr>
<tr>
<td>Yucaipa</td>
<td>54,844</td>
<td>2.502%</td>
<td>$4,724,942,109</td>
<td>1.994%</td>
<td>2.248%</td>
<td>$8,028</td>
<td>$2,790</td>
<td>$5,337</td>
<td>$8,127</td>
<td>$99</td>
</tr>
<tr>
<td>Yucca Valley</td>
<td>22,050</td>
<td>1.006%</td>
<td>$1,799,677,421</td>
<td>0.759%</td>
<td>0.883%</td>
<td>$6,394</td>
<td>$1,095</td>
<td>$5,337</td>
<td>$6,432</td>
<td>$38</td>
</tr>
<tr>
<td>County</td>
<td>312,654</td>
<td>14.262%</td>
<td>$35,611,532,309</td>
<td>15.025%</td>
<td>14.644%</td>
<td>$22,860</td>
<td>$18,177</td>
<td>$5,330</td>
<td>$23,507</td>
<td>$647</td>
</tr>
</tbody>
</table>

| TOTAL | 2,192,203 | 100.00% | $237,014,054,031 | 100.00% | $124,121 | $133,418 | $257,539 | $4,396 |

**NOTES:**

1) Population Source: Most recent Measure I population data, which is the Department of Finance estimate as of January 1 reconciled to the total population for San Bernardino County.


3) These calculations are based on the most recent data received from the County of San Bernardino.

4) Assessed valuation of jurisdiction includes properties within redevelopment areas.

5) The Board of Directors approved an additional $133,418 in FY2020/2021 dues for Council of Government (COG) activities.

12/19/2019
Minute Action

AGENDA ITEM: 4

Date: January 8, 2020

Subject:
Fiscal Year 2020/2021 Budget Schedule

Recommendation:
That the Board, acting as the San Bernardino Council of Governments and the San Bernardino County Transportation Authority:

Approve the Fiscal Year 2020/2021 Budget Schedule.

Background:
The preparation of the San Bernardino County Transportation Authority (SBCTA) Fiscal Year 2020/2021 Budget requires a schedule for development, consideration and adoption of the final budget appropriations. The General Policy Committee is primarily responsible for policy input for the development and review of the budget. Other policy committees are also scheduled to consider proposed tasks under their review.

A full SBCTA Board of Directors Budget Workshop will be scheduled in conjunction with the May 6, 2020 Board of Directors meeting for consideration of the proposed budget. Final budget adoption for Fiscal Year 2020/2021 is scheduled for the June 3, 2020 Board of Directors meeting. The schedule is similar to prior years.

Financial Impact:
This item has no budgetary impact.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2019.

Responsible Staff:
Hilda Flores, Chief Financial Officer

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

Approved
Board of Directors
Date: January 8, 2020
Witnessed By:
<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 11, 2019</td>
<td>General Policy Committee Review and Discussion of 2020/2021 Budget Schedule</td>
</tr>
<tr>
<td>January 8, 2020</td>
<td>Board Approval of 2020/2021 Budget Schedule</td>
</tr>
<tr>
<td>February 13, 2020</td>
<td>Metro Valley Study Session General Overview by Region</td>
</tr>
<tr>
<td>February 21, 2020</td>
<td>Mountain/Desert Committee General Overview by Region</td>
</tr>
<tr>
<td>March 11, 2020</td>
<td>General Policy Committee Review of Tasks</td>
</tr>
<tr>
<td>March 12, 2020</td>
<td>Metro Valley Study Session Review of Tasks</td>
</tr>
<tr>
<td>March 12, 2020</td>
<td>Transit Committee Review of Tasks</td>
</tr>
<tr>
<td>March 20, 2020</td>
<td>Mountain/Desert Committee Review of Tasks</td>
</tr>
<tr>
<td>April 8, 2020</td>
<td>General Policy Committee Further Review of Tasks, if Required</td>
</tr>
<tr>
<td>April 9, 2020</td>
<td>Metro Valley Study Session Further Review of Tasks, if Required</td>
</tr>
<tr>
<td>April 9, 2020</td>
<td>Transit Committee Further Review of Tasks, if Required</td>
</tr>
<tr>
<td>April 17, 2020</td>
<td>Mountain/Desert Committee Further Review of Tasks, if Required</td>
</tr>
<tr>
<td>May 6, 2020</td>
<td>Budget Presentation and Workshop of the Proposed Budget in Conjunction with Board of Directors’ Meeting Adoption of the Council of Governments’ Fiscal Year 2020/2021 Budget</td>
</tr>
<tr>
<td>June 3, 2020</td>
<td>Public hearing on SBCTA’s recommended budget for Fiscal Year 2020/2021 and Board of Directors Adoption of the SBCTA Fiscal Year 2020/2021 Budget</td>
</tr>
</tbody>
</table>
Minute Action

AGENDA ITEM: 5

Date: January 8, 2020

Subject:
Budget to Actual Report for Fourth Quarter Ending June 30, 2019

Recommendation:
Receive and file Budget to Actual Report for fourth quarter ending June 30, 2019.

Background:
The Budget for Fiscal Year 2018/2019 for new activity was adopted by the Board of Directors on June 6, 2018. This report provides a summary of program activity and task activity compared to budget based on the new string structure implemented in Fiscal Year 2018/2019. Budgetary information includes the original and revised budgets and expenditures as of June 30, 2019. The report is broken out by Fund group and provides a percentage of the budget received or expended through June 30, 2019, and explanations for significant changes are as follows:

General Fund
A. Revenues:
   1. Measure I Sales Tax revenue exceeds the prior fiscal year due to a strong economy and the department of tax and fee administration releasing funds from the prior fiscal year due to conversion of new financial system.
   2. Investment earnings are not budgeted.
B. Expenditures:
   1. Expenditures are lower than budget due to timing of capital expenditures or program activities.
C. Other Financing Sources:
   1. Operating transfers in represent cash transfers to reimburse expenditures funded by the Local Transportation Fund (LTF), State Transit Assistance Fund (STAF), and State of Good Repair Fund.
   2. Operating transfers out are a combination of cash transfers within the General Fund to fund the Indirect Cost Fund and cash transfers to the Capital Projects Fund due to funding changes for the Sierra Avenue and Juniper Avenue Metrolink Crossing Pedestrian Improvements Projects.

Federal Highway Fund
A. Revenues:
   1. The timing for collections of revenues fluctuates as all federal grants are on a reimbursement basis.
   2. Investment earnings are not budgeted.
B. Expenditures:
   1. Expenditures are lower than budget due to timing of capital expenditures, which can take several years.

C. Other Financing Sources:
   1. Operating transfers are cash transfers to the capital projects fund to maximize funding from federal demonstration grant for the Interstate 10 (I-10) Pepper Interchange project.
   2. Loss on the sale of assets recorded at year-end. The loss is not budgeted since the proceeds from the sale are not determinable until the time of sale.

Federal Transit Administration Fund
A. Revenues:
   1. The timing for collections of revenues fluctuates as all federal grants are on a reimbursement basis.

B. Expenditures:
   1. Expenditures are lower than budget due to timing of capital expenditures, which can take several years.

State Highway Fund
A. Revenues:
   1. The timing for collections of revenues fluctuates as most state grants are on a reimbursement basis.
   2. Investment earnings are not budgeted.

B. Expenditures:
   1. Expenditures are lower than budget due to timing of capital expenditures, which can take several years.

C. Other Financing Sources:
   1. Operating transfers out to Measure I 2010-2040 to maximize Regional Improvement Program (RIP) state funding.

Proposition 1B Fund
A. Revenues:
   1. The revenue recognition for most Proposition 1B funds is when expenditures are incurred since the funds are received in advance.
   2. Investment earnings resulted higher than budgeted.

B. Expenditures:
   1. Expenditures are lower than budget due to timing of capital expenditures, which can take several years.

C. Other Financing Sources:
   1. Operating transfers in represent cash transfers resulting from changes in funding sources.
2. Operating transfers out to the capital projects fund to maximize a Trade Corridor Improvement Fund (TCIF) - Proposition 1B grant for the I-10 Pepper Interchange project.

Local Transportation Fund (LTF)
A. Revenues:
   1. LTF revenue is higher than the prior fiscal year due to a strong economy and distribution of funds from the department of tax and fee administration pertaining to the prior fiscal year due to conversion of new financial system.
   2. Investment earnings are not budgeted.
B. Expenditures:
   1. Expenditures are lower than budget due to timing of capital expenditures, which can take several years.
C. Other Financing Sources:
   1. Operating transfers out represent cash transfers to the General Fund to fund administrative, planning and transit activities, and transit projects. These transfers are based on a reimbursement basis.

State Transit Assistance Fund (STAF)
A. Revenues:
   1. The timing for recording of revenues fluctuates based on the period of performance upon distribution from the state.
   2. Investment earnings are not budgeted.
B. Expenditures:
   1. Expenditures are lower than budget due to timing of capital expenditures, which can take several years.
C. Other Financing Sources:
   1. Operating transfers in represent cash transfers from the General Fund to return State Transit Assistance funds as some expenses were reclassified as project deposits.
   2. Operating transfers out represent cash transfers to the General Fund to fund transit projects.

Measure I 1990-2010 Fund
A. Revenues:
   1. Measure I 1990-2010 ended on March 31, 2010 and only interest earnings are accrued based on cash balances.
   2. Investment earnings resulted higher than budgeted.
B. Expenditures:
   1. Expenditures to date are low and can be due to timing of capital expenditures, which can take several years.

San Bernardino Council of Governments
San Bernardino County Transportation Authority
C. Other Financing Sources:
   1. Loss on the sale of assets recorded at year-end. The loss is not budgeted since the proceeds from the sale are not determinable until the time of sale.

**Measure I 2010-2040 Fund**

A. Revenues:
   1. Measure I Sales Tax revenue is higher than the prior fiscal year due to a strong economy and distribution of funds from the department of tax and fee administration pertaining to the prior fiscal year due to conversion of new financial system.
   2. Investment earnings resulted higher than budgeted.

B. Expenditures:
   1. Expenditures incurred are lower than budget due to timing of capital expenditures, which can take several years.

C. Other Financing Sources:
   1. Operating transfers in are not budgeted since they are unknown during the budget development. The amount represents cash transfers resulting from changes in funding sources. The $1,300,000 reduces the need to use Measure I funds since revenue bond proceeds or local funding sources were used to cover the expenditures.
   2. Operating transfers out represent cash transfers to: 1) the General Fund of $4,884,000 to fund the Indirect Cost Fund, $1,253 to transfer salaries, fringe, and indirect costs to Measure I – Express Bus Valley program for the West Valley Connector project, and $5,773 costs to maximize local funding for the Redlands Passenger Rail Project.
   2) Debt Service Fund of $12,831,130 to meet debt service commitments; and 3) Capital projects fund of $6,654 to reverse the prior year transfer due to unallowable expenses that cannot be reimbursed by TCIF and Public Utilities Commission 190 funding.
   3. Gain on the sale of assets recorded at year-end. The gain is not budgeted since the amount is not determinable until the time of sale.

**Debt Service Fund**

A. Revenues:
   1. Investment earnings are not budgeted.

B. Expenditures:
   1. No major variances.

C. Other Financing Sources:
   1. Transfers in represent cash transfer from the Measure I funds to cover debt service expenditures.

**Capital Projects Fund**

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

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

C. Other Financing Sources:
   1. Operating transfers in are not budgeted since they are unknown during the budget development. The amount represents cash transfers resulting from changes in funding sources. The transfer of $582,226 reduces the need to use local funding sources since revenue bond proceeds and Measure I were used to cover the expenditures.
   2. Operating transfers out represent cash transfers resulting from changes in funding sources. The $1,300,000 reduces the need to use Measure I funds since local funding sources were used to cover the expenditures.
   3. Loss on the sale of assets recorded at year-end. The loss is not budgeted since the proceeds from the sale are not determinable until the time of sale.

Nonmajor Governmental Funds – Excluding Council of Governments

A. Revenues:
   1. The timing for collections of revenues fluctuates as most of the state grants are on a reimbursement basis.
   2. Investments earnings exceed amount budgeted.

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

C. Other Financing Sources:
   1. Operating transfers in represent cash transfers resulting from changes in funding sources. The $582,226 reduces the need to use local funding sources since revenue bond proceeds and Measure I were used to cover the expenditures.
   2. Operating transfers out represent cash transfers resulting from changes in funding sources. The $1,300,000 reduces the need to use Measure I funds since local funding sources were used to cover the expenditures.
   3. Loss on the sale of assets recorded at year-end. The loss is not budgeted since the proceeds from the sale are not determinable until the time of sale.

Council of Governments Fund

A. Revenues:
   1. The timing of collection of revenues fluctuates as this program is mostly funded on a reimbursement basis.
   2. Investment earnings resulted higher than budgeted.

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

C. Other Financing Sources:
   1. Operating transfers out represent cash transfers to fund the Indirect Cost Fund.
Enterprise Fund

A. Expenditures:
   1. Expenditures to date are low and can be due to timing of capital expenditures. Furthermore, the hiring of the additional positions depends on financial close-out of the I-10 Corridor Contract 1 project.

B. Other Financing Sources:
   1. Operating transfers not required during the fiscal year.

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

Reviewed By:
This item was received by the General Policy Committee on December 11, 2019.

Responsible Staff:
Hilda Flores, Chief Financial Officer
## Fiscal Year 2018-2019
### Fourth Quarter Budget to Actual Report
#### June 30, 2019

<table>
<thead>
<tr>
<th></th>
<th>2018-2019 Original Budget</th>
<th>2018-2019 Revised Budget</th>
<th>Actual Revenues &amp; Expenditures to Date</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax - MSI</td>
<td>1,628,000</td>
<td>-</td>
<td>1,836,220</td>
<td>-</td>
<td>(208,220)</td>
<td>-12.79%</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>12,497</td>
<td>12,497</td>
<td>2,750</td>
<td>-</td>
<td>9,747</td>
<td>77.99%</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>749,503</td>
<td>-</td>
<td>721,565</td>
<td>-</td>
<td>27,938</td>
<td>3.73%</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>-</td>
<td>-</td>
<td>704,766</td>
<td>-</td>
<td>(704,766)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>-</td>
<td>1,150</td>
<td>1,150</td>
<td>-</td>
<td>(1,150)</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>2,390,000</td>
<td>-</td>
<td>2,390,000</td>
<td>-</td>
<td>(876,451)</td>
<td>-36.67%</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Government</td>
<td>11,500,283</td>
<td>5,398</td>
<td>11,505,681</td>
<td>-</td>
<td>3,095,080</td>
<td>26.90%</td>
</tr>
<tr>
<td>Regional &amp; Subregional Planning</td>
<td>1,010,263</td>
<td>(4,197)</td>
<td>1,006,066</td>
<td>-</td>
<td>382,802</td>
<td>38.05%</td>
</tr>
<tr>
<td>Transit</td>
<td>37,997,759</td>
<td>14,826,378</td>
<td>52,824,137</td>
<td>-</td>
<td>20,774,648</td>
<td>60.67%</td>
</tr>
<tr>
<td>Project Delivery</td>
<td>1,400</td>
<td>1,400</td>
<td>699</td>
<td>-</td>
<td>701</td>
<td>50.07%</td>
</tr>
<tr>
<td>Fund Administration</td>
<td>369,074</td>
<td>30,172</td>
<td>399,246</td>
<td>-</td>
<td>17,450</td>
<td>4.37%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>50,877,379</td>
<td>14,859,151</td>
<td>65,736,530</td>
<td>-</td>
<td>35,545,522</td>
<td>54.07%</td>
</tr>
<tr>
<td><strong>Other Financing Sources</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers in</td>
<td>49,184,161</td>
<td>434,855</td>
<td>49,619,016</td>
<td>-</td>
<td>16,644,855</td>
<td>33.55%</td>
</tr>
<tr>
<td>Transfers out</td>
<td>(2,761,677)</td>
<td>(1,268,709)</td>
<td>(4,030,386)</td>
<td>-</td>
<td>(4,030,386)</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Other Financing Sources</strong></td>
<td>46,422,484</td>
<td>(833,854)</td>
<td>45,588,630</td>
<td>-</td>
<td>16,644,855</td>
<td>36.51%</td>
</tr>
<tr>
<td>Revenues Over (Under) Expenditures</td>
<td>(2,064,895)</td>
<td>(15,693,005)</td>
<td>(17,757,906)</td>
<td>-</td>
<td>(19,777,118)</td>
<td>-0.00%</td>
</tr>
</tbody>
</table>

Note: Transfers in are from LTF, STA, and SGR revenue for budget purposes. The comprehensive annual financial report accounts for the activity in the individual funds of LTF, STA, and SGR, not the general fund.

### FEDERAL HIGHWAY FUND
#### Revenues
- Intergovernmental: 150,802,268
- Investment Earnings: 57,123
- **Total Revenues**: 150,802,268

#### Expenditures
- Commuter and Motorist Assistance: 1,509,176
- Project Delivery: 149,293,092
- **Total Expenditures**: 150,802,268

### FEDERAL TRANSIT ADMINISTRATION FUND
#### Revenues
- Intergovernmental: 31,908,059
- **Total Revenues**: 31,908,059

#### Expenditures
- Commuter and Motorist Assistance: 1,398,500
- Transit: 43,456,460
- Project Delivery: 32,460,948
- Fund Administration: 618,083
- **Total Expenditures**: 34,435,458

### STATE HIGHWAY FUND
#### Revenues
- Intergovernmental: 37,441,808
- Investment Earnings: -1,150
- **Total Revenues**: 37,441,808

#### Expenditures
- General Government: 12,535
- Regional & Subregional Planning: 4,382
- Transit: 43,386,860
- Project Delivery: 32,460,948
- Fund Administration: 618,083
- **Total Expenditures**: 34,386,803

Note: Transfers in are from LTF, STA, and SGR revenue for budget purposes. The comprehensive annual financial report accounts for the activity in the individual funds of LTF, STA, and SGR, not the general fund.
### Fiscal Year 2018-2019

**Fourth Quarter Budget to Actual Report**

**June 30, 2019**

<table>
<thead>
<tr>
<th>2018-2019</th>
<th>Original Budget</th>
<th>Amendments</th>
<th>2018-2019 Revised Budget</th>
<th>Actual Revenues &amp; Expenditures to Date</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Remaining</th>
</tr>
</thead>
</table>

**Other Financing Sources**

| Transfers in       | (5,975)         | (5,975)    | (5,975)                   | -                                      | -            | 0.00%   |
| Total Other Financing Sources | -               | -          | -                         | (48,300)                               | 0.00%        |
| Revenues Over (Under) Expenditures | 1,201,812       | 1,201,812  | 2,972,239                 | (8,077,427)                            |

**PROPOSITION 1B FUND**

**Revenues**

| Intergovernmental | 1,005,361        | -          | 1,005,361                 | 1,053,661                              | -            | 977,325  | 93.08%   |
| Investment Earnings | 251,500         | -          | 251,500                   | 406,558                                | (155,658)    |
| Total Revenues     | 1,256,861        | -          | 1,256,861                 | 1,460,219                              | -            | (203,358) | -16.18%  |

**Expenditures**

| Transit            | 11,318,000       | (1)        | 11,317,999               | 7,257,533                              | -            | 8,560,466 | 75.64%   |
| Project Delivery   | 1,005,361        | (77,133)   | 928,228                  | 767,749                                | -            | 160,479   | 17.29%   |
| Total Expenditures | 12,323,361       | (77,133)   | 12,246,277               | 3,525,282                              | -            | 8,720,945 | 71.21%   |

**Other Financing Sources**

| Transfers in       | -               | -          | -                         | 360                                    | (360)        | 0.00%   |
| Total Other Financing Sources | -               | -          | -                         | (0)                                    | -            | 0.00%   |
| Revenues Over (Under) Expenditures | (11,066,500)   | (29,999)   | (11,096,499)             | (2,171,836)                            | (8,924,663)  |

**LOCAL TRANSPORTATION FUND**

**Revenues**

| Sales Tax-LTF      | 96,075,522       | -          | 96,075,522               | 106,927,206                            | -            | (10,851,684) | -11.29% |
| Investment Earnings | -               | -          | -                         | 2,404,861                              | (2,404,861)  |
| Total Revenues     | 96,075,522       | -          | 96,075,522               | 109,332,067                            | -            | (13,256,545) | -13.80% |

**Expenditures**

| Transit            | 87,876,000       | 9,378,562  | 97,254,562               | 78,433,106                             | -            | 18,821,456  | 19.35%   |
| Total Expenditures | 87,876,000       | 9,378,562  | 97,254,562               | 78,433,106                             | -            | 18,821,456  | 19.35%   |

**Other Financing Sources**

| Transfers out      | -               | -          | -                         | (107,133)                              | (107,133)    |
| Total Other Financing Sources | -               | -          | -                         | (106,773)                              | -            | 0.00%   |
| Revenues Over (Under) Expenditures | (11,066,500)   | (29,999)   | (11,096,499)             | (2,171,836)                            | (8,924,663)  |

**STATE TRANSIT ASSISTANCE FUND**

**Revenues**

| Intergovernmental | 21,092,146       | -          | 21,092,146               | 24,985,877                             | -            | (3,893,731) | -18.46%  |
| Investment Earnings | -               | -          | -                         | 1,995,368                              | (1,995,368)  |
| Total Revenues     | 21,092,146       | -          | 21,092,146               | 26,981,245                             | -            | (5,889,099) | -27.92%  |

**Expenditures**

| Transit            | 24,325,414       | 384,421    | 24,709,835               | 11,088,810                             | -            | 13,621,025  | 55.12%   |
| Total Expenditures | 24,325,414       | 384,421    | 24,709,835               | 11,088,810                             | -            | 13,621,025  | 55.12%   |

**Other Financing Sources**

| Transfers in       | -               | -          | -                         | 1,073,715                              | (1,073,715)  |
| Transfers out      | (16,688,544)     | (731,199)  | (17,429,743)             | (9,745,578)                            | (7,684,165)  | 0.00%   |
| Total Other Financing Sources | (16,688,544)   | (731,199)  | (17,429,743)             | (8,671,863)                            | (8,757,880)  | 50.25%  |
| Revenues Over (Under) Expenditures | (19,931,812) | (1,115,620)| (21,047,432)             | 7,220,567                             | (28,268,004) |

**MEASURE I 1990-2010 FUND**

**Revenues**

| Investment Earnings | 70,000           | -          | 70,000                   | 274,900                                | -            | (204,900) | -292.71% |
| Total Revenues      | 70,000           | -          | 70,000                   | 274,900                                | -            | (204,900) | -292.71% |

**Expenditures**

| Environment and Energy Conservation | 442,000          | -          | 442,000                  | 1,082                                  | -            | 440,918   | 99.76%   |
| Commuter and Motorist Assistance    | 1,050,000        | -          | 1,050,000                | 72,675                                 | -            | 977,325   | 93.08%   |
| Project Delivery                   | 6,872,444        | 112,741    | 6,985,185                | 2,942,926                              | -            | 4,042,259 | 57.87%   |
| Total Expenditures                 | 8,364,444        | 112,741    | 8,477,185                | 3,016,883                              | -            | 5,460,502 | 64.41%   |
### Fiscal Year 2018-2019

**Fourth Quarter Budget to Actual Report**

**June 30, 2019**

<table>
<thead>
<tr>
<th>2018-2019</th>
<th>Original Budget</th>
<th>Revised Budget</th>
<th>Actual Revenues &amp; Expenditures to Date</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Other Financing Sources</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gain (loss) from Sale of Assets</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,544</td>
<td>-</td>
</tr>
<tr>
<td>Total Other Financing Sources</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,544</td>
<td>-</td>
</tr>
<tr>
<td>Revenues Over (Under) Expenditures</td>
<td>(8,294,444)</td>
<td>(112,741)</td>
<td>(8,407,185)</td>
<td>(2,743,327)</td>
<td>-</td>
<td>(5,663,858)</td>
</tr>
<tr>
<td><strong>MEASURE I 2010-2040 FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenues</td>
<td>161,172,000</td>
<td>8,206,000</td>
<td>169,378,000</td>
<td>181,785,772</td>
<td>-</td>
<td>(12,407,772)</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>2,005,500</td>
<td>-</td>
<td>2,005,500</td>
<td>10,000,449</td>
<td>-</td>
<td>(7,994,949)</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>163,177,500</td>
<td>8,206,000</td>
<td>171,383,500</td>
<td>191,786,221</td>
<td>-</td>
<td>(20,402,721)</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Government</td>
<td>1,077,850</td>
<td>(59,253)</td>
<td>1,018,597</td>
<td>738,223</td>
<td>-</td>
<td>280,374</td>
</tr>
<tr>
<td>Environment and Energy Conservation</td>
<td>223,929</td>
<td>(22,000)</td>
<td>201,929</td>
<td>189,134</td>
<td>-</td>
<td>12,795</td>
</tr>
<tr>
<td>Commuter and Motorist Assistance</td>
<td>1,440,517</td>
<td>14,242</td>
<td>1,426,275</td>
<td>469,760</td>
<td>-</td>
<td>992,757</td>
</tr>
<tr>
<td>Transit</td>
<td>736,304</td>
<td>2,979,509</td>
<td>738,283</td>
<td>472,556</td>
<td>-</td>
<td>255,727</td>
</tr>
<tr>
<td>Project Delivery</td>
<td>127,285,075</td>
<td>8,770,236</td>
<td>135,955,311</td>
<td>52,175,811</td>
<td>-</td>
<td>33,000,221</td>
</tr>
<tr>
<td>Fund Administration</td>
<td>86,350,658</td>
<td>3,502,514</td>
<td>89,853,172</td>
<td>59,571,279</td>
<td>-</td>
<td>30,281,893</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>263,342,044</td>
<td>12,815,482</td>
<td>276,158,526</td>
<td>135,615,089</td>
<td>-</td>
<td>140,543,037</td>
</tr>
<tr>
<td><strong>Other Financing Sources</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers in</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,288,671</td>
<td>-</td>
</tr>
<tr>
<td>Transfers out</td>
<td>(17,653,650)</td>
<td>(1,433,240)</td>
<td>(19,086,890)</td>
<td>(17,728,810)</td>
<td>-</td>
<td>(1,558,000)</td>
</tr>
<tr>
<td>Gain (loss) on sale of assets</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(65,107)</td>
</tr>
<tr>
<td>Total Other Financing Sources</td>
<td>(17,653,650)</td>
<td>(1,433,240)</td>
<td>(19,086,890)</td>
<td>(16,380,002)</td>
<td>-</td>
<td>(2,706,888)</td>
</tr>
</tbody>
</table>

Note: Sales tax - MSI is net of the 1% for Measure I Administration and accounted for in the General Fund.

### DEBT SERVICE FUND

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Investment Earnings</th>
<th>-</th>
<th>-</th>
<th>2,515</th>
<th>-</th>
<th>(2,515)</th>
<th>0.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenues</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,515</td>
<td>-</td>
<td>(2,515)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

| Expenditures | Debt Service | 12,769,650 | 15,000 | 12,784,650 | 12,774,649 | - | 10,001 | 0.08% |
| Total Expenditures | 12,769,650 | 15,000 | 12,784,650 | 12,774,649 | - | 10,001 | 0.08% |

| Other Financing Sources | Operating Transfers In | 12,769,650 | - | 12,769,650 | 12,831,130 | - | (61,480) | -0.48% |
| Total Other Financing Sources | 12,769,650 | - | 12,769,650 | 12,831,130 | - | (61,480) | -0.48% |
| Revenues Over (Under) Expenditures | - | (15,000) | (15,000) | 58,996 | - | (73,996) | |

### CAPITAL PROJECTS FUND

| Revenues | Intergovernmental | 22,376,392 | 3,284,599 | 25,660,991 | 24,080,289 | - | 1,580,702 | 6.16% |
| Investment Earnings | - | - | - | 806,622 | - | (806,622) | 0.00% |
| Miscellaneous | 11,106,230 | 2,343,388 | 13,449,618 | 562,314 | - | 12,887,304 | 95.82% |
| Total Revenues | 33,482,622 | 5,627,987 | 39,110,609 | 25,449,225 | - | 13,661,384 | 34.93% |

| Expenditures | Environment and Energy Conservation | - | 1,560,000 | 1,560,000 | 391,613 | - | 1,168,387 | 74.90% |
| Commuter and Motorist Assistance | 497,399 | (154,881) | 342,518 | 40,941 | - | 301,577 | 88.05% |
| Transit | 1,361,746 | 2,111,255 | 3,473,001 | 2,108,206 | - | 1,364,795 | 39.30% |
| Project Delivery | 33,923,830 | 1,055,449 | 34,979,279 | 16,834,050 | - | 18,145,229 | 51.87% |
| Total Expenditures | 35,082,975 | 4,721,823 | 40,804,798 | 19,441,581 | - | 21,263,217 | 52.24% |

| Other Financing Sources | Operating Transfers In | - | - | 582,226 | - | (582,226) | 0.00% |
| Operating Transfers Out | - | (1,385,320) | (1,385,320) | (1,325,121) | - | (60,199) | 4.35% |
| Gain (loss) on sale of assets | - | - | - | 24,104 | - | (24,104) | 0.00% |
| Total Other Financing Sources | - | (1,385,320) | (1,385,320) | (718,791) | - | (666,529) | 0.00% |
| Revenues Over (Under) Expenditures | (2,500,353) | (479,156) | (2,979,509) | 5,288,853 | - | (8,268,362) | |
### Fiscal Year 2018-2019

**Fourth Quarter Budget to Actual Report**

**June 30, 2019**

#### NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COUNCIL OF GOVERNMENTS FUND

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Original Budget</th>
<th>Amendments</th>
<th>Revised Budget</th>
<th>&amp; Expenditures</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intergovernmental</td>
<td>17,576,884</td>
<td>13,512,077</td>
<td>31,088,961</td>
<td>20,054,537</td>
<td>-</td>
<td>11,034,424</td>
<td>35.49%</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>4,700</td>
<td>-</td>
<td>4,700</td>
<td>3,758</td>
<td>-</td>
<td>942</td>
<td>20.04%</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>12,000</td>
<td>-</td>
<td>12,000</td>
<td>173,448</td>
<td>-</td>
<td>(1,644,488)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,208</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>17,593,584</td>
<td>13,512,077</td>
<td>31,105,661</td>
<td>20,232,951</td>
<td>-</td>
<td>10,872,710</td>
<td>34.95%</td>
</tr>
</tbody>
</table>

#### Expenditures

| General Government | 363,094 | 15,645 | 378,739 | 211,983 | - | 166,756 | 44.03% |
| Environment and Energy Conservation | 5,093,500 | - | 5,093,500 | 4,671,701 | - | 421,799 | 8.28% |
| Commuter and Motorist Assistance | 4,389,125 | 154,881 | 4,544,006 | 3,859,801 | - | 684,205 | 15.06% |
| Environment and Energy Conservation | 494,294 | - | 505,570 | 106,705 | - | 398,865 | 78.89% |
| Investment Earnings | - | - | - | - | 1,208 | - | 0.00% |
| Miscellaneous | 22,000 | - | 22,000 | 56,381 | - | (34,381) | -156.28% |
| Charges for Services | 4,700 | - | 4,700 | - | - | 942 | 20.04% |
| Special Assessments | 248,545 | - | 248,545 | 248,545 | - | - | 0.00% |
| General Government | 363,094 | 15,645 | 378,739 | 211,983 | - | 166,756 | 44.03% |
| Transfers in | 21,525 | - | 21,525 | 6,002 | - | 15,523 | 72.12% |
| Transfers out | (173,314) | (173,314) | (173,314) | - | - | 0.00% |
| **Total Other Financing Sources** | (151,789) | (151,789) | (167,312) | - | - | 15,523 | -10.23% |
| Revenues Over (Under) Expenditures | 1,009,651 | (675,271) | 3,638,130 | (2,749,644) | - | (3,088,486) | - |

#### COUNCIL OF GOVERNMENTS FUND

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Original Budget</th>
<th>Amendments</th>
<th>Revised Budget</th>
<th>&amp; Expenditures</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intergovernmental</td>
<td>87,760</td>
<td>250,635</td>
<td>338,395</td>
<td>111,747</td>
<td>-</td>
<td>220,648</td>
<td>65.20%</td>
</tr>
<tr>
<td>Special Assessments</td>
<td>248,545</td>
<td>-</td>
<td>248,545</td>
<td>248,545</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>22,000</td>
<td>-</td>
<td>22,000</td>
<td>56,381</td>
<td>-</td>
<td>(34,381)</td>
<td>-156.28%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>458,730</td>
<td>-</td>
<td>458,730</td>
<td>103,748</td>
<td>-</td>
<td>354,982</td>
<td>77.38%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>817,035</td>
<td>250,635</td>
<td>1,067,670</td>
<td>526,421</td>
<td>-</td>
<td>541,249</td>
<td>50.69%</td>
</tr>
</tbody>
</table>

#### Expenditures

| General Government | 462,590 | 747,740 | 1,210,330 | 329,479 | - | 880,851 | 72.78% |
| Environment and Energy Conservation | 494,294 | 11,276 | 505,570 | 106,705 | - | 398,865 | 78.89% |
| Regional & Subregional Planning | 20,588 | 250,635 | 271,223 | 88,542 | - | 182,681 | 67.35% |
| **Total Expenditures** | 977,472 | 1,009,651 | 1,987,123 | 524,726 | - | 1,462,397 | 73.59% |

#### Other Financing Sources

| Transfers out | (117,213) | (38,724) | (155,937) | (95,688) | - | (60,249) | 38.64% |
| **Total Other Financing Sources** | (117,213) | (38,724) | (155,937) | (95,688) | - | (60,249) | 38.64% |
| Revenues Over (Under) Expenditures | (277,650) | (797,740) | (1,075,390) | (93,993) | - | (981,397) | - |

#### ENTERPRISE FUND

| Expenditures | Project Delivery | 30,410,333 | (1,245) | 30,409,088 | - | - | 30,409,088 | 100.00% |
| Enterprise | 499,465 | 1,245 | 500,710 | 85,542 | - | 415,168 | 82.92% |
| **Total Expenditures** | 30,909,798 | - | 30,909,798 | 85,542 | - | 30,824,256 | 99.72% |

#### Other Financing Sources

| Transfers in | 30,909,798 | - | 30,909,798 | - | - | 30,909,798 | 100.00% |
| **Total Other Financing Sources** | 30,909,798 | - | 30,909,798 | - | - | 30,909,798 | 100.00% |
| Revenues Over (Under) Expenditures | - | - | - | - | 85,542 | - | 85,542 | 0.00% |
Minute Action

AGENDA ITEM: 6

Date: January 8, 2020

Subject:
Procurement Policy No. 11000 Update

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

Approve modifications to Contracting and Procurement Policy No. 11000, confirming the Executive Director or designee signature authority for Contract Task Orders as follows:

Contract Task Orders (CTO):
- All CTOs up to $500,000, not-to-exceed the available contract balance.
- CTO amendments within available contract balance:
  - With zero dollar value.
  - For CTOs originally less than $500,000, increasing the CTO amount up to $500,000.
  - For CTOs originally $500,000 or more, increasing the CTO amount up to 10% of the original CTO value but not-to-exceed $100,000.

Background:
At the request of the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) during the October Transit Meeting, Procurement Policy No. 11000 is being updated to include a signature authority limit for the Executive Director or his designee on Contract Task Orders (CTO). On-Call contracts that utilize CTOs are an effective way to expedite projects.

A formal Request for Proposals (RFP) solicitation is conducted in order to select the firm or firms for contracts using CTOs. The RFP includes approval for release, a question & answer period, proposal submission, an independent evaluation and scoring, shortlist meeting, scored interviews, and contract award. The average RFP takes between four to eight months to complete; during this process the firms are fully vetted and qualified. Once the contracts are fully executed, Staff can issue individual CTOs for work as needed. This allows for flexibility and a quick turnaround. The average CTO takes only three to six weeks, instead of months. CTOs executed by the Executive Director or his designee are currently reported in the monthly Procurement Report.

Having a $500,000 signature limit will still continue to allow the majority of CTOs to be executed in an efficient manner with the accelerated timeline, which is the main benefit of utilizing CTOs. These CTOs will continue to be reported on the monthly Procurement Report.

CTOs in excess of $500,000 will now require Board approval prior to the execution of the CTO. This will allow the Board to have more oversight on large CTOs, while not limiting the effectiveness of the CTO process.

Entity: San Bernardino County Transportation Authority
Financial Impact:
This item imposes no impact on the Fiscal Year 2019/2020 Budget.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2019. SBCTA General Counsel has reviewed this item and the draft policy.

Responsible Staff:
Hilda Flores, Chief Financial Officer
San Bernardino County Transportation Authority

Adopted by the Board of Directors January 3, 1997

Contracting and Procurement Policy

Policy 11000

Revised 12/06/2017

Revision No. 232

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

Table of Contents
| Purpose | References | Policy | General | Types of Procurements | Exceptions | Delegation of Authority | Leasing of Real Property | Standard of Ethics | Revision History |

I. PURPOSE

This policy establishes contracting and procurement standards to guide the selection of the most qualified firms to perform services to the best advantage of the Agency. It provides guidance to SBCTA staff with respect to policy considerations adopted by the SBCTA Board of Directors.

II. REFERENCES

Policy 10025, Guidelines for Agenda Materials


2 CFR Chapter XII—Department of Transportation, Part 1201—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; (see 2 CFR sec. 1201.317).

40 USC Chapter 11 (Brooks Act)

23 CFR part 172

California Department of Transportation Local Assistance Procedures

III. POLICY

All contracts and purchase orders for construction projects, leases of real property, professional, non-professional and maintenance services, and the purchase of goods shall be processed according to the following policies.

IV. GENERAL

A. Definitions

**Awarding Authority** means the Board, or a Board Committee or the Executive Director to whom the Board delegated authority to award a contract or purchase order under this Policy or by other action of the Board.

**Construction (Public Works)** means construction, reconstruction, erection, alteration, renovation, demolition, painting, and repair work involving any publicly owned, leased or operated facility, building, structure, real property, street or highway, or other public improvement of any kind. Does not include routine operation, maintenance or repair of existing facilities, buildings, structures, or real property, or recurring or usual work for the preservation or protection of publicly owned or operated facilities.

**Goods** means supplies, materials, equipment, and other movable/tangible things.
Non-Professional Services means janitorial, maintenance, security, advertising, printing, postal, landscape maintenance, including mowing, weeding, watering, trimming/pruning, planting, and servicing of irrigation and sprinkler systems, the maintaining or servicing of Goods, and other services that are not deemed a professional service.

Procurement contract means an agreement or purchase order with a third party for acquisition of Goods, Non-Professional Services, Professional Services (A & E), Professional Services (Non A & E) or Construction work.

Professional Services (A & E) means architectural, engineering, environmental, land surveying, construction engineering, construction project management services, or other professional services of an architectural or engineering nature that are required to be performed or approved by a person licensed, registered, or certified to provide such services.

Professional Services (Non A & E) means advisory, information technology, legal, financial, accounting, auditing, legislative advocacy, marketing, freeway service patrol, program management, and any other services which involve the exercise of professional discretion and independent judgment based on advanced or specialized knowledge, expertise or training gained by formal studies or experience, but excludes Professional Services (A & E).

Procurement Solicitation means Invitation for Bids (IFB), Request for Proposals (RFP), Invitation for Quotes (IFQ), or other forms of written or verbal solicitations for the procurement of Goods, Non-Professional and Professional Services, and Construction projects.

SBCTA Staff means full-time employees of San Bernardino Associated Governments, or upon the transfer of such employees to SBCTA pursuant to SB 1305, the full-time employees of SBCTA.

B. Standard Requirements

1. Written Contracts. Written contracts shall be required for construction projects and for all employment contracts.

2. Legal Counsel Review. All contracts shall be reviewed by legal counsel prior to presentation to the Board or the Executive Director, or his/her designee, for approval.

3. Contract Provisions. All contracts shall specify a period of performance, description of the function to be performed, total contract amount, and appropriate performance standards.

4. Non-Discrimination. All contracts shall contain a standard non-discrimination clause.

5. Contract Term. The maximum term for procurement contracts shall be five years unless otherwise authorized by the Board.

6. Federal/State Requirements. When utilizing state and federal funds which require more rigorous or different procurement standards than required by these policies, such standards will apply. SBCTA is responsible for ensuring that such standards including those set out in 2 CFR part 200 and 2 CFR part 1201 are met and are included in appropriate contracts.

7. Consultant Selection. When procuring a consulting firm for architectural and engineering services utilizing federal funds through Caltrans, SBCTA will advertise, award and administer the project in accordance with Caltrans current Local Assistance Procedures per 23 CFR part 172 unless otherwise stated in the executed Caltrans project-specific Program Supplement.

8. Insurance. SBCTA’s Risk Manager is responsible for ensuring that all insurance requirements are reviewed and approved prior to the solicitation being released for all of the following procurements, meeting any of the following criteria:
   a. Anticipated value of $500,000 or greater, regardless of the procurement type;
   b. Construction projects;
   c. Environmental services;
   d. Rail projects;
   e. FSP services.
9. **Independent Cost Estimates (ICE).** ICE are required for all procurement actions, including but not limited to all contract amendments and contract change orders. The United States Department of Transportation, Federal Highways Administration and Federal Transit Administration require recipients of federal dollars to "perform a cost or price analysis in connection with every procurement action, including contract modifications..." The starting point for cost or price analysis is the development of an ICE which should be used in the evaluation of the consultant’s or contractor’s price proposal.

An ICE should be prepared by staff who are knowledgeable about the goods, services or construction work being procured. The ICE is the best ‘estimate’ as to the cost of the goods, services or construction work being procured. The method and degree of analysis is dependent on the complexity of the goods, services or construction work being procured. An ICE should be prepared in advance of the receipt of any bids or proposals, amendments or change orders. The ICE is particularly critical whenever there is no price competition (e.g., for architectural and engineering procurements or where only one proposal is received), or when firms submit unusually high price proposals.

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**V. TYPES OF PROCUREMENTS**

**A. Goods and Non-Professional Services – Competitive Procurement**

1. **Informal Procurement** (PUC § 130232(b))

   The following procedures will generally be used when each expected procurement for goods and non-professional services is valued in excess of $1,000, but not exceeding $25,000:

   a. Whenever possible, informal procurements should be based on the solicitation of at least three (3) bids, either written or oral (telephone survey), that permit prices and terms to be compared.

   b. An Invitation for Quotes (IFQ) or letters may be required if the goods or non-professional services being requested require more detailed bids. IFQ or letters will be issued to a limited number of prospective bidders.

   c. Award of a purchase order or contract will be to the lowest responsive responsible bidder whose bid conforms to SBCTA’s requirements.

   d. SBCTA will document the results of all such informal procurement actions.

2. **Formal Procurement** (PUC § 130232(a))

   The following policies apply for goods and non-professional services procurements valued in excess of $25,000:

   a. An Invitation for Bids (IFB) will be distributed and a notice inviting bids will be published at least once in a newspaper of general circulation or the equivalent. The publication shall be made at least 10 days before the date for the receipt of the bids. The competitive sealed bid method will be used.

   b. A control record will be maintained as the IFB is distributed indicating the date, time, and/or place of distribution or notice. The record shall contain the names and addresses of offerors receiving the IFB and details regarding the publication of the notice of IFB. The control record shall be used as a mailing or distribution list for the issuance of notices relative to the IFB and as a verification record in the case of vendor protests.

   c. Award of a contract or purchase order shall be made to the lowest responsive responsible bidder whose bid conforms to all the material terms and conditions of the IFB.

   d. The Board, at its discretion, may reject any and all bids and readvertise.
3. Amendments
   a. Contracts and purchase orders for goods and non-professional services may be amended to extend the term of the contract or purchase order.
   b. Contracts and purchase orders for non-professional services may be amended to add additional scope of work and compensation for additional work that was not foreseen at the time the original contract or purchase order was awarded pursuant to competitive procurement, if the Awarding Authority determines it is in the best interests of SBCTA to do so. The Awarding Authority shall consider cost-effectiveness, timeliness, prior quality of performance of services in determining if it is in the best interests of SBCTA.

B. Construction – Competitive Procurement

1. Informal Procurement
   The following policies will generally apply for Construction procurements valued at $25,000 or less:
   a. Whenever possible, informal procurements should be based on the solicitation of at least three (3) bids.
   b. An Invitation for Quotes (IFQ) will be issued to a limited number of prospective bidders.
   c. Award of a contract will be to the lowest responsive responsible bidder whose bid conforms to the SBCTA’s requirements.
   d. SBCTA will document results of all such informal procurement actions.

2. Formal Procurement
   The following policies apply to Construction procurements in excess of $25,000. (PUC § 130232)
   a. An Invitation for Bids (IFB) will be distributed and a notice inviting bids will be published at least once in a newspaper of general circulation or the equivalent. The publication shall be made at least 10 days before the date for the receipt of the bids. The competitive sealed bid method will be used.
   b. A control record will be maintained as the IFB is distributed indicating the date, time, and/or place of distribution or notice. The record shall contain the names and addresses of offerors receiving the IFB and details regarding the publication of the notice of IFB. The control record shall be used as a mailing or distribution list for the issuance of notices relative to the IFB and as a verification record in the case of vendor protests.
   c. Award of a Construction contract shall be made to the lowest responsive responsible bidder whose bid conforms to all the material terms and conditions of the IFB.
   d. Award of a Construction contract may proceed directly to the Board without prior review or recommendation by a Board Committee if the contract award recommended is to the lowest responsive responsible bidder.
   e. The Board, at its discretion, may reject any and all bids and readvertise.

3. Amendments/Change Orders
   a. Amendments and change orders to Construction contracts shall comply with the California Public Contract Code.
   b. Department Directors are authorized to approve Change Orders on all Construction contracts up to the authorized contract contingency amount. Change Orders approved by the Department Directors will be presented monthly for review and ratification to the appropriate Policy Committee.
C. Professional Services (A & E) – Qualifications Based Procurement

1. Informal Procurement

The following policies will generally be used for Professional Services (A & E) procurements valued at $25,000 or less:

a. An Invitation for Quotes (IFQ) will be issued to a limited number of prospective proposers.

b. Whenever possible, informal procurements should be based on the solicitation of at least three (3) proposals.

c. Award of a purchase order or contract will be made to the consultant whose proposal conforms to the requirements of the IFQ and is most advantageous to the agency based on price and other factors considered.

d. SBCTA will document results of all such informal procurement actions.

2. Formal Procurement

The following policies will be used for Professional Services (A & E) procurements valued at more than $25,000:

a. The Request for Proposal (RFP)/Request for Qualifications (RFQ) process will be used to solicit proposals.

b. The RFP/RFQ process is a competitive procurement process that requires evaluation of a consultant's proposal and qualifications.

c. These contracts shall be awarded based upon demonstrated competence, and professional qualifications and capabilities necessary to perform the services at a fair and reasonable price. This procurement process does not require award to the lowest cost proposer.

d. Staff will maintain a control record as RFP packets are distributed indicating the date and time of distribution. The record shall contain the names and addresses of consultants receiving the RFP and attendance at pre-proposal conferences, if any.

e. Pre-proposal conferences will be held, when appropriate, to discuss the basic requirements such as instructions to the consultants, funding, contract type, evaluation criteria, and specific points that should be addressed in each proposal.

f. Special consideration is required in the instances of a formal competitive process resulting in only one response. In those instances, SBCTA staff shall evaluate factors relative to the competitive process, including adequacy of notification to qualified competitors, requirements of the RFQ/RFP, the amount of time provided to respond to the RFQ/RFP, adequacy of the one proposal received, and urgency. After such an analysis, the Executive Director shall make a recommendation to either accept or reject the proposal. Each circumstance will require consideration of facts relevant to the specific solicitation and work to be performed.

3. Amendments

a. In those instances where it has been determined that professional services are required beyond the term of the existing contract, the standard practice shall be for the contract to be reviewed prior to the end of the contracted performance period and assessed relative to (1) the scope and continued need for the function performed, (2) the adequacy of performance under the contract, and (3) other terms and conditions of the contract.

In certain instances, SBCTA consultants are required to work closely with other public agency partners and SBCTA member jurisdictions. When such a professional services contract is being considered for a revised scope or extension, staff will solicit input from the representatives of those public agencies on the performance, demeanor, and timely implementation of work performed by the consultant.

b. Based upon the demonstrated competence and on the professional qualifications of the consultant and upon the particular project needs, professional services contracts may be recommended for extension or be recommended for re-competition.
c. Re-competition for required professional services serves to assess the competitive market conditions relative to expertise and pricing for such services and may be prudent on a periodic basis. However, where professional services relate to specific on-going projects or levels of unique qualifications, skills, and experience, it may be appropriate to extend such contracts without re-competition. Staff shall analyze each contract based upon the specific project needs and include justification for such recommendation in the report to the Board or Executive Director.

d. It may be prudent for staff to recommend against a renewed competitive process in the following instances:
   i. When the amendments are the result of an increase in the scope of work for the same project, wherein the qualifications and experience required to perform the new tasks were clearly examined as part of the prior competitive process.
   ii. When, on the basis of a specific finding or competitive process prior to approval of the original contract, the consultant was determined to be the most qualified and responsive to undertake the work addressed by the contract amendment.
   iii. Where the consultant, based upon findings presented to the Board, is found to be preeminently positioned to perform the work due to its: (1) specific qualifications, (2) unique knowledge of the project, or (3) unique knowledge of the work required.

e. The Executive Director or Board may periodically approve amendments to product specific professional and technical services consulting contracts contingent upon consultant performance and negotiation. Amendments may address all contract components, but typically relate to increased cost, the period of performance to accomplish the project, or adjustments to the scope of work.

f. Amendments to increase the cost and/or period of performance of an established scope of work are approved as a matter of prudence and necessity. These result from increased difficulty or range of work effort to accomplish the defined scope. Examples requiring such amendments include actions in response to review comments, the imposition of new state or federal regulations, various design complications, and other factors generally beyond the consultant's control and not anticipated during the initial cost proposal.

4. Procurement Process

   The following procedures will be used for Professional Services (A&E) procurements to ensure that only highly qualified firms matching SBCTA’s needs will be selected.

   a. Preparation and distribution of RFP/RFQ. Staff will prepare the scope of work and the RFP/RFQ.

   b. Appointment of Selection Team. The Board, Policy Committees and/or SBCTA staff shall appoint a selection team. A representative of SBCTA member jurisdictions or representatives of SBCTA counterpart agencies shall be invited to participate in the selection of consultants, when appropriate. Members of the selection team shall be appointed with reference to the discipline involved and the location of the project. When possible, SBCTA staff shall participate in the entire selection process.

   c. Responses to Queries. Numerous inquiries are typically received during the circulation period for any RFP/RFQ. Relevant information will be provided, and pre-proposal conferences will be held, when appropriate, to discuss the basic requirements such as instructions to offerors, funding, contract type, evaluation criteria, terms, scope, and the selection process. The names of the selection team are often requested. Relevant technical information will be provided, but names of the selection team shall not be made available prior to formal interviews.

   d. Short-listing. Short-listing is the most important part of the process. Narrowing the list to a small set of qualified firms greatly reduces the likelihood of making a poor selection. Ensuring an adequate short-list is therefore very important. Members of the selection team shall review and evaluate all responses to establish a short-list of the most highly qualified firms in preparation for formal interviews.
The review and evaluation will focus especially on the following points:

- Understanding of the project
- Management structure of the project team
- Approach

e. Interviews. The selection team shall convene to interview the short-listed firms. Procurement staff will coordinate the interview process in questioning and discussion, but shall have no vote, and will not attempt to influence the decision. This will ensure adequate technical expertise and perspective from SBCTA’s program interests.

f. Debriefing. An essential part of the selection process is the debriefing of firms that were either not short-listed or not selected. Members of the selection team shall designate one member to meet with unsuccessful proposers to explain the selections that have been made and to offer recommendations for improving future proposals. Contract staff will not participate in the debriefing.

D. Professional Services (Non A & E) – Qualifications Based Procurement

1. Informal Procurement

   The policies of Section V.C.1 for the Informal Procurement for A & E Professional Services contracts generally apply to Non A & E Professional Services procurements.

2. Formal Consultant Selection Process

   The policies of Section V.C.2 for the Formal Procurement for A & E Professional Services contracts generally apply to Non A & E Professional Services procurements. Award of a purchase order or contract will be made to the consultant whose proposal conforms to the requirements of the RFP and is most advantageous to the agency based on qualifications, price and other factors considered.

3. Amendments

   Amendments to contracts for Non A & E Professional Services shall be processed in accordance with the policies contained in Section V.C.3.

4. Procurement Process

   Non A & E Professional Services shall be procured in accordance with the provisions contained in Section V.C.4, provided however Non A & E consultants’ proposals may be ranked for short-listing based upon both qualifications and cost.

VI. EXCEPTIONS

A. Sole Source/Single Source

   1. Goods--Single Source

      Any Goods may be purchased without observing the provisions of this policy regarding contracts, bids, advertisement or notice, upon a finding by two-thirds (2/3) of all Board members that there is only a single source of procurement and the purchase is for the sole purpose of duplicating or replacing the supply, equipment, or material already in use. (PUC § 130237)

   2. Professional Services—Sole Source

      a. In those specific instances when it may be necessary or prudent to enter into sole source contracts, specific approval shall be required.

      b. All sole source contracts shall be governed by the following guidelines:
i. Sole source contracts may be recommended for approval upon a finding of appropriateness and that it is in the best interest of the agency to do so.

ii. Contracts may be recommended for approval on a sole source selection based upon a requirement for unique qualifications, the existence of significant time constraints, and/or in certain instances of demonstrated experience.

iii. Any recommendation for approval of a contract for which a competitive process has not been completed shall contain justification for the lack of competition.

iv. Any recommendation to the Board for sole source procurement must be specifically called out in the agenda item and shall be placed on the discussion calendar.

B. Cooperative Procurements

SBCTA may contract with the vendor or supplier of any federal, state or local governmental department or agency (Public Agency) that has selected the vendor or supplier after complying with the Public Agency’s competitive procurement requirements, and if it is in the best interest of SBCTA to do so. SBCTA’s Procurement Manager will determine whether the purchase of goods and services directly from the vendor or supplier of a Public Agency is in the best interest of SBCTA based upon price, quality and whether the terms and conditions of the cooperative procurement contract meet SBCTA’s necessary requirements.

C. Emergency Procurements (PUC § 130234)

In the event of great public calamity, as defined by Public Utilities Code § 130234, the Board may declare and determine, by resolution adopted by two-thirds (2/3) vote of all its members, that public interest and necessity demand the immediate expenditure of funds to safeguard life, health, or property, and enter into a contract without observance of the provisions of this policy and/or Public Utilities Code § 130232.

D. Remedial Measures (PUC § 130235)

Upon determining that immediate remedial measures are necessary to avert or alleviate damage to property, or to replace, repair, or restore damaged/destroyed property in order to ensure that SBCTA’s facilities are available to serve the transportation needs of the public, and upon determining that available remedial measures are inadequate, including the procurement of goods and services or construction in accordance with Public Utilities Code §§ 130232-130234, the Executive Director may authorize the expenditure of funds for the procurement of goods and services without observance of the provisions of this policy and/or Public Utilities Code §§ 130232-130234. The Executive Director shall submit a report to the Board explaining the necessity of any such expenditure.

E. Prototype Equipment (PUC § 130236)

Upon a finding by two-thirds (2/3) vote by all members of the Board that a proposed competitive bid or open market purchase, in accordance with Public Utilities Code §§ 130232 and 130233, does not constitute an adequate method of procurement for the operation of SBCTA facilities or equipment, the Board may direct the procurement of prototype equipment or modifications in an amount sufficient to conduct and evaluate operational testing without further observance of the provisions of this policy and/or Public Utilities Code § 130232.

F. Specialized Equipment (PUC § 130238)

The Board may, upon a finding by two-thirds (2/3) vote by all its members, direct that the procurement of (1) specialized rail transit equipment, including rail cars, and (2) computers, telecommunications equipment, fare collections equipment, microwave equipment, and other related electronic equipment and apparatus be conducted through competitive negotiation as set forth in Public Utilities Code § 130238.

G. Open Market (PUC § 130233)

If after rejecting bids received from a formal competitive procurement process, the Board determines by a majority vote that the goods or non-professional services may be purchased at a lower price in
the open market, the procurement of such goods or services may proceed without further observance of
the provisions of this policy regarding contracts, bids, advertisement, or notice.

H. Design Build

Procurements may be authorized by the Board, pursuant to the Public Contract Code § 6820 et seq. or other applicable law, for the design and construction of eligible projects through design build contracts. Such procurements shall be performed in accordance with applicable state and federal laws.

VII. DELEGATION OF AUTHORITY

A. Invitations for Quotes, Requests for Proposals, Requests for Qualifications, Invitations for Bids,

1. The Executive Director, or his/her designee, is authorized to release and advertise Invitations for Quotes (IFQ), Requests for Proposals (RFP), Requests for Qualifications (RFQ) and Invitations for Bids (IFB) for proposed contracts/projects for which funding has been approved in SBCTA’s Annual Budget and are estimated not to exceed $1 Million.

   Board approval must be obtained prior to circulation of any RFP/RFQ/IFB if funding has not been approved in SBCTA’s Annual Budget, or the anticipated value of the RFP/RFQ/IFB exceeds $1 Million.

2. General Counsel is authorized to issue RFQs for the purpose of creating and maintaining panels of qualified lawyers and law firms to provide legal services.

B. Contracts, Purchase Orders, and Amendments

1. General Policy.
   a. All contracts, purchase orders, amendments, and memoranda of understanding in excess of $100,000 require approval by the Board, unless otherwise authorized by the Board.
   b. In order to prevent delays that would result in negative impacts to projects and/or programs, staff will provide sufficient time for Policy Committees and/or the Board to review and consider staff recommendations for approval of contracts and contract amendments. Refer to Policy 10025.

2. Board President. The Board President is the officer designated to sign contracts on behalf of the organization, unless otherwise authorized by the Board. In the absence of the Board President, the Board Vice President is authorized to sign contracts on behalf of the organization.

3. General Policy Committee. The General Policy Committee is authorized to approve contracts in excess of $100,000 in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval.

4. Executive Director. The Executive Director, or his/her designee, is authorized to approve and execute:
   a. All contracts and purchase orders up to $100,000.
   b. Contract amendments:
      i. With zero dollar value.
      ii. Amendments to exercise the optional term(s) set out in contracts approved by the Board.
      iii. Amendments that cumulatively do not exceed 50% of the original contract value or $100,000 individually, whichever is less.
   c. Purchase order amendments:
      i. With zero dollar value.
      ii. For purchase orders originally less than $100,000, increasing the purchase order amount up to $100,000.
iii. For purchase orders originally $100,000 or more, increasing the purchase order amount up to 10% of the original purchase order value but not to exceed $25,000.

d. **Contract Task Orders (CTO):**
   i. All CTOs up to $500,000, not-to-exceed the available contract balance.
   ii. CTO amendments within available contract balance:
       - With zero dollar value.
       - For CTOs originally less than $500,000, increasing the CTO amount up to $500,000.
       - For CTOs originally $500,000 or more, increasing the CTO amount up to 10% of the original CTO value but not-to-exceed $100,000.

e. Sole source procurements up to $100,000. Such sole source procurements shall be routinely reported to the Board.

5. **General Counsel.** General Counsel is authorized to directly award and execute legal services agreements up to $100,000 in order to address the agency's legal needs. All such agreements shall be routinely reported to the Board. Award of contracts exceeding $100,000 require Board approval.

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**VIII. LEASING OF REAL PROPERTY**  (Not Applicable to Rail Property – See Policy No. 31602)

SBCTA may, from time to time, enter into contracts for the leasing of real property belonging to SBCTA or leased for use by SBCTA. Examples of this type contract are for office space occupied by SBCTA staff, lease of rail rights-of-way owned by SBCTA not immediately required for rail operations, or other short-term project specific leases.

**A. Leasing SBCTA Property**

1. All lease agreements resulting from call for bids require approval of the Board.
2. The call for bids shall be posted in at least three public places for not less than 15 days and published for not less than two weeks in a newspaper of general circulation. The highest proposal for the proposed lease submitted in response to a call for bids shall be accepted, or all bids shall be rejected.
3. Leases for a period not exceeding ten years and having an estimated monthly rental of not more than $5,000 may be excluded from the bidding procedure specified in the preceding paragraph, but shall be subject to the following requirements:
   a. Notices requesting offers to lease SBCTA property shall be posted in the SBCTA offices. Notices shall also be mailed or delivered at least 15 days prior to accepting offers to lease to any person who has filed written request for notice with SBCTA. Such requests to receive notices shall be renewed annually. Notice shall be published as provided in Government Code § 6061.
   b. Notices requesting offers to lease SBCTA property shall describe the property proposed to be leased, the terms of the lease, the location where offers to lease the property will be accepted, the location where leases will be executed, and any SBCTA officer authorized to execute the lease.
   c. The Executive Officer, or his/her designee, is authorized to approve and execute leases exempted from the bidding procedures specified in this section.
   d. Leases exempt from the bidding procedures are not renewable except by approval of the Board after a competitive process.

**B. Leasing Property for SBCTA Use**

Board approval is required on all leases of real property for use by SBCTA, except that the Executive Director, or his/her designee, is authorized to lease real property for a term not to exceed three years and for a rental not to exceed $2,500 per month. The Executive Director, or his/her designee, is authorized to amend real property leases for improvements or alterations with a total cost not to
exceed $2,500, provided that the amendment does not extend the term of the lease and that no more than two amendments, not exceeding $2,500 each, are made within a 12-month period.

IX. STANDARD OF ETHICS

A. No SBCTA staff shall solicit, demand or accept from any person anything of a monetary value for or because of any action taken, or to be taken, in the performance of his or her duties. SBCTA staff failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by SBCTA, including possible dismissal.

B. No SBCTA staff shall use confidential information for his or her actual or anticipated personal gain, or the actual or anticipated personal gain of any other person related to such SBCTA staff by blood, marriage, or by common commercial or financial interest. SBCTA staff failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by SBCTA, including possible dismissal.

C. SBCTA procurements shall be conducted in accordance with SBCTA’s Procurement Standards of Conduct and in compliance with the SBCTA Conflicts of Interest Policy and applicable federal and state law.

X. REVISION HISTORY

<table>
<thead>
<tr>
<th>Revision No.</th>
<th>Revisions</th>
<th>Adopted</th>
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<tbody>
<tr>
<td>0</td>
<td>New Policy. Adopted by the Board of Directors</td>
<td>01/03/97</td>
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<tr>
<td>1</td>
<td>Modified Para. 11000.10</td>
<td>01/07/98</td>
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<tr>
<td>2</td>
<td>Modified Para. 11000.7.2</td>
<td>01/07/98</td>
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<tr>
<td>3</td>
<td>Deleted &amp; replaced Para. 11000.7.3</td>
<td>01/07/98</td>
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<td>4</td>
<td>Added Para. 11000.10 B</td>
<td>03/04/98</td>
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<td>-Modified Para. 11000.7.3.5.B</td>
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<td>-Modified Para. 11000.9.3.2</td>
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<tr>
<td>7</td>
<td>-Added new Para. 11000.5.G</td>
<td>07/05/00</td>
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<tr>
<td></td>
<td>-Re-identified Para. 11000.5.H (was Para. 11000.5.G) and revised to add  &quot;...or the Plans and Programs Committee ...&quot;</td>
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<tr>
<td></td>
<td>-Re-identified Para. 11000.5.l (was Para. 11000.5.H)</td>
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|              | -Moved Para. 11000.7.5.3 to new paragraph 11000.7.5.1.d and added "...and shall be placed on the discussion calendar."
<p>|              | -Added Para 11000.12 REVISION HISTORY                                       |          |
| 8            | -Revised Par. 11000.2 DEFINITIONS to REFERENCES and added Policy 10025, Guidelines for Agenda Materials. | 01/09/02 |
|              | -Revised Paragraphs 11000.5.H and 11000.5.I                              |          |
|              | -Re-numbered original Par. 11000.5.I to 11000.5.J                       |          |
|              | -Deleted Par. 11000.10 POLICY GOVERNING DISADVANTAGED BUSINESS ENTERPRISES; re-numbered original Paragraphs 11000.11 and 11000.12 to 11000.10. and 11000.11. | |
| 9            | Par. IX.A.1: Added additional paragraph &quot;In certain instances, SANBAG professional services contractors are required to work closely with other public agency partners...&quot;: Re-formatted paragraph numbering to match current policy format, e.g., 11000.1 PURPOSE changed to I. PURPOSE. | 07/02/03 |
| 10           | Eliminated the Local Preference Policy – Paragraph VII.C; subsequent paragraphs VII.D and E renumbered to VII.C and D. | 11/07/07 |
| 11           | Par. IV.E.2 and 3: Increased the Executive Director’s authority for approving Purchase Orders from $25,000 to $50,000. | 12/03/08 |
| 12           | Revised the “Director of Freeway Construction” to “Director of Project Delivery”. Par. VII.D.2: Increased the Executive Director’s authority for approving sole source procurements from $25,000 to $50,000. All other changes in language were made for clarity. | 10/06/10 |
| 13           | Par. V.K: Added authorization for SANBAG General Counsel to award and execute legal services agreements up to $50,000. Par. VII.B.1.b: Added authorization for SANBAG General Counsel to issue RFQs. | 07/11/12 |
| 14           | Par. IX.C: Changed “Director of Project Delivery” to ‘SANBAG Department Directors’. Par. V.F: Changed the maximum term for standard SANBAG contracts, unless otherwise authorized by the Board of Directors, to five years (was three years). | 08/01/12 |
| 15           | Par. V.L: Added Requirement for Independent Cost Estimates. Adopted by Board of Directors on 10/3/12, Agenda Item 6. | 10/03/12 |</p>
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<tr>
<td>16</td>
<td>Par. VII.A.2: Added Insurance Requirements.&lt;br&gt;Par. VII.C: Major Projects Negotiating Guidelines removed since Policy 34504, Major Projects Program, Contract Negotiation Guidelines, was repealed on 9/5/12 (Board Agenda Item 5).&lt;br&gt;Par. VII.D, Sole Source Process renamed to Par. VII.C.</td>
<td>11/07/12</td>
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<td>17</td>
<td>Par. VII.A.1.c: Deleted “Use of electronic quotation systems operating within San Bernardino County” and replaced with language on Cooperative Procurements.</td>
<td>12/05/12</td>
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<tr>
<td>18</td>
<td>Changes approved by the Board of Directors on February 6, 2013, Agenda Item 32. Approve modifications, granting the SANBAG Executive Director or designee, contracting and/or signature authority as follows: 1. To release and advertise Requests for Proposals, Request for Quotes and Invitation for Bids, for proposed contracts for which funding has been approved in SANBAG’s Annual Budget, and which are estimated not to exceed $1,000,000. 2. To approve and execute all purchase orders and contracts up to $100,000; and 3. To approve and execute contract amendments that meet at least one of the following criteria: a. Amendments with zero dollar value; b. Amendments to exercise the option term(s) set out in contracts approved by the SANBAG Board of Directors; or c. Amendments that cumulatively do not exceed 50% of the original contract value or $100,000 individually whichever is less. Paragraphs IV.E.3, V.B, V.H, VII.B.1.a, VII.C.2, IX, and IX.B revised to incorporate these changes. Par. V.H: Revised to incorporate Board-approved agenda items (9/5/12 Agenda Item 7 and 11/7/12 Agenda Item 28) on the renaming and deletion of policy committees.</td>
<td>02/06/13</td>
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<tr>
<td>19</td>
<td>Change approved by the Board of Directors on May 1, 2013, Agenda Item 6. VII.B.3. Removed “In this instance of SANBAG’s Major Projects contracts, the selection team shall consist of 2 Caltrans representatives and 3 representatives from member counterpart agencies, or members of the Board of Directors or their designees.”</td>
<td>05/01/13</td>
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<tr>
<td>20</td>
<td>Change approved by the Board of Directors on April 9, 2014, Agenda Item 7. Par. V.F: Further identified term duration and description of procurement contracts. Par. V.H.3 Approved modification, granting the SANBAG Executive Director authority to approve and execute purchase order amendments.</td>
<td>04/09/14</td>
</tr>
<tr>
<td>21</td>
<td>Change approved by the Board of Directors on January 4, 2017, Agenda Item 6. Change SANBAG to SBCTA. Revised to reorganize sections and incorporate statutory provisions of SB1305 applicable to SBCTA. Deleted requirement for Committee approval of contract awards to low bidders. Increased General Counsel contract authority to $100,000.</td>
<td>01/04/17</td>
</tr>
<tr>
<td>22</td>
<td>Change approved by the Board of Directors on December 6, 2017, Agenda Item 4. Incorporated language regarding 2 CFR part 200 federal requirements.</td>
<td>12/06/17</td>
</tr>
<tr>
<td>23</td>
<td>Changes approved by the Board of Directors on January 8, 2020, Agenda Item XX. Added in Executive Director CTO signature limit.</td>
<td>1/8/20</td>
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</table>
**Minute Action**

**AGENDA ITEM: 7**

**Date:** January 8, 2020

**Subject:**
Lease Amendment with Southern California Association of Governments for Unit 140 and Budget Amendment for Furniture, Fixtures and Equipment

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

A. Approve Amendment No. 4 to Lease Agreement No. C13126 with Southern California Association of Governments for the lease of office space in Unit 140 at the San Bernardino Santa Fe Depot and authorize the Executive Director or his designee to execute the amendment.

B. Approve a budget amendment of $138,860 in Task 0805-Building Operation, using fund balance from the Indirect Cost fund, to purchase furniture, fixtures, building modifications, data and telecommunications improvements to add work stations for use by the San Bernardino County Transportation Authority.

**Background:**
Since 2009, San Bernardino County Transportation Authority (SBCTA) has leased office space, known as Unit 140, at the Santa Fe Depot to Southern California Association of Governments (SCAG) for their use as a regional office and video conference location.

During this time, SBCTA has grown. The number of projects, the financial oversight requirements, and the project management needs related to these projects has forced us to use all of the available space in our current offices. This situation is not ideal and we have reached the point where we need to provide more work spaces for our teams, whether the teams are SBCTA employees or contract employees working on our capital program.

The proposal before you is to modify the lease with SCAG to decrease the space that they lease from the 2,050 square foot entirety of Unit 140 to approximately 175 square feet consisting of two existing private offices, room for a copier and SCAG’s telecommunications equipment, and shared use of the video conference room. In this way, SCAG will still be able to maintain their office and presence in San Bernardino County. The balance of the space, approximately 1,875 square feet, will be for SBCTA’s use. In this space, SBCTA will create nine new workstations.

Other changes to the lease include reducing the base rent from $2,202/month to $750/month, removing the obligation of SCAG to contribute to the Common Area Maintenance (CAM), reducing dedicated parking spaces from nine to five, and requiring access to the office to go through SBCTA security screening. This amendment will also extend the term of the lease from May 2020 until June 2022.

In addition to amending the lease with SCAG, staff is also requesting a budget amendment of $138,860. These funds are needed for minor demolition and construction work in the space; for new electrical, data and telecommunications cable runs; for capacity improvements to our routers.

**Entity:** San Bernardino County Transportation Authority
and data switches; for new furniture and equipment related to nine new workstations; and for minor modifications to the security hardware on the exterior doors.

**Financial Impact:**
This item will require a budget increase of $138,860 to Indirect Cost Fund 7001 which will come from the current fund balance for the Indirect Cost Fund. This item will also result in a decrease of annual lease revenue from $26,424 to $9,000 and an annual loss of contributions to the Common Area Maintenance of the Depot in the amount of $18,300.

**Reviewed By:**
This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2019. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

**Responsible Staff:**
Duane Baker, Deputy Executive Director
# Contract Summary Sheet

## General Contract Information

<table>
<thead>
<tr>
<th>Contract No:</th>
<th>C13126</th>
<th>Amendment No.:</th>
<th>4</th>
<th>Sole Source?</th>
<th>N/A</th>
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<tbody>
<tr>
<td>Vendor No.:</td>
<td>01963</td>
<td>Vendor/Customer Name:</td>
<td>Southern California Association of Governments</td>
<td></td>
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</tr>
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</table>

Description: Amendment to Lease Agreement Santa Fe Depot Unit No. 140

Estimated Start Date: 06/05/2013  |  Expiration Date: 05/31/2020  | Revised Expiration Date: 06/30/2022

List Any SBCTA Related Contracts Nos.: 

## Dollar Amount

<table>
<thead>
<tr>
<th>Original Contract</th>
<th>$101,232.00</th>
<th>Original Contingency</th>
<th>$ -</th>
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</thead>
<tbody>
<tr>
<td>Prior Amendments</td>
<td>$64,501.00</td>
<td>Prior Amendments</td>
<td>$ -</td>
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<tr>
<td>Current Amendment</td>
<td>$22,500.00</td>
<td>Current Amendment</td>
<td>$ -</td>
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<tr>
<td><strong>Total/Revised Contract Value</strong></td>
<td><strong>$188,233.00</strong></td>
<td><strong>Total Contingency Value</strong></td>
<td><strong>$ -</strong></td>
</tr>
</tbody>
</table>

**Total Dollar Authority (Contract Value and Contingency)** $188,233.00

## Contract Authorization

Board of Directors | Date: 01/08/2020 | Board | Item # | 6358 |

## Contract Management (Internal Purposes Only)

### Accounts Payable

<table>
<thead>
<tr>
<th>Accounts Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Contract Funding: $</td>
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</tbody>
</table>

### Accounts Receivable

<table>
<thead>
<tr>
<th>Accounts Receivable</th>
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</thead>
<tbody>
<tr>
<td>Total Contract Funding: $</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor No.:</th>
<th>00-1000873</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Reversion Date:</th>
</tr>
</thead>
</table>

**Duane Baker**  
Project Manager (Print Name)

**Duane Baker**  
Task Manager (Print Name)

Additional Notes:

---

Form 200 05/2018

Packet Pg. 57

Attachment: Contract Summary Sheet (6358 : Lease Amendment with SCAG and Budget Amendment for Fixtures and Furnishings)
FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (the "Amendment") is entered into and is effective as of January 8, 2020 through June 30, 2022, by and between San Bernardino County Transportation Authority (SBCTA) ("Landlord"), and Southern California Association of Governments (SCAG) ("Tenant"), on the basis of the following:

RECITALS

A. Landlord and Tenant previously entered into a Lease agreement and Amendments (collectively, the "Lease") for the rental of the Premises described as 1170 West 3rd Street, Unit 140, San Bernardino, California, also identified as Contract No: C13126.

B. An agreement has been reached whereby the Landlord will begin to utilize a portion of the Leased Premises for its own use, under the terms and conditions contained herein.

AGREEMENT

IT IS HEREBY AGREED by Landlord and Tenant on the basis of the foregoing and in consideration of the Premises contained herein, as follows:

1. **Shared Premises.** Effective January 8, 2020, Landlord shall take possession of a portion of the Premises to be used for offices for SBCTA staff. Tenant shall retain the exclusive use of two (2) private offices within the Premises (consisting of approximately 175 square feet), and the shared use of the restroom and kitchen. Tenant shall also be permitted to keep one Konica Minolta printer and printer table outside of the two private offices as well as a rack of server/network equipment where it is currently installed. Before January 8, 2020, Tenant shall remove its personal property, equipment, and furniture from that certain portion of the Premises that Landlord is re-possessing and intending to use for offices for SBCTA staff.

Tenant shall also share the existing videoconference room in the Premises with Landlord (to be coordinated and scheduled between Landlord and Tenant) with videoconference events of either organization having priority, if scheduled three business days prior to the event. Tenant shall be permitted to have its existing telecommunication equipment, five (5) tables, and 31 chairs remain in place within the shared conference room, and shall continue to have its own separate phone & data accounts. For secure access to and from the Premises, Tenant shall adopt and utilize the same security measures as used by Landlord. Landlord will provide written documentation of the expected security measures upon execution of this Amendment. Landlord will be responsible for security and alarm monitoring for the Premises.

2. **Base Rent.** Effective December 1, 2019, Tenant's Base Rent shall be reduced to $750.00 per month.

3. **Common Area Maintenance Expenses (CAM).** Effective December 1, 2019, Tenant shall no longer be required to pay CAM charges as provided for in Section 6 of the Lease.

4. **Parking.** Section 1.10 of the Lease shall be amended whereby Tenant's reserved parking spaces shall be reduced from nine (9) spaces to five (5) spaces.

5. **Supremacy.** Except as otherwise expressly stated in this Amendment, all other provisions in the Lease shall continue in full force and effect without modification. In the event of any conflict between the terms of this Amendment and those of the Lease, the terms of the Amendment shall govern.
IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment, the effective date of which is the date first set forth above.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: ________________________________
    Dr. Raymond Wolfe,
    Executive Director

Date: ________________________________

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)

By: ________________________________
    Basil Panas,
    Chief Financial Officer

Date: ________________________________

APPROVED AS TO FORM

By: ________________________________
    Julianna K. Tillquist,
    General Counsel

By: ________________________________
    Joann Africa,
    Chief Counsel

CONCURRENCE

By: ________________________________
    Jeffery Hill,
    Procurement Manager
Minute Action

AGENDA ITEM: 8

Date: January 8, 2020

Subject: Revision of Records Retention Schedule, Appendix A to Policy 10105

Recommendation:
That the Board acting as the San Bernardino County Transportation Authority and the San Bernardino Associated Governments:

Approve revised Records Retention Schedules, Appendix A to Policy 10105.

Background:
In July 2018, the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Associated Governments Board of Directors adopted Records Management Policy No. 10105. The objective of the Policy is to: comply with state, federal and contractual requirements; ensure records are kept only as long as they have some operational, legal, financial or historical value; establish legal documentation of the agencies’ normal course of business for the management, retention and destruction of the agencies’ records; and evidence the agencies’ accountability to the public as trustees of public records. The Clerk of the Board, as the Records Administrator, will review the Policy and Retention Schedules at least every five years to determine if any changes are necessitated by changes in contract requirements, in the law or Agencies’ needs. Such revisions will be brought back to the Board for review and approval.

In July 2019, we provided an update to the Board regarding our progress towards implementation. At that time, we acknowledged the complexity of our retention schedules. Since then, SBCTA staff has worked diligently on revising the retention schedules and formatting them in a way that is more intuitive. Working with our General Counsel, some of the retention periods have been refined based on federal and state funding requirements, federal and state law, and as determined to be in the best interests of the Agency. Record categories have been consolidated where needed, and inconsistent retention periods corrected.

The Revised Retention Schedules (Policy 10105, Appendix A) are attached. Approval of these revised schedules will facilitate our continued progress toward full implementation of the policy.

Financial Impact:
This item does not have a financial impact on the Fiscal Year 2019/2020 budget.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2019. SBCTA General Counsel has reviewed this item and the draft revised schedules.

Responsible Staff:
Marleana Roman, Deputy Clerk of the Board

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority
## RECORDS RETENTION SCHEDULE

### RETENTION CODES
- AU = Audit
- CY = Current Year
- FP = Final Payment
- MI = Measure I
- T = Termination
- CL = Closed/Completed
- FD = Final Disposition
- LOB = Life of Bond
- NR = Not Required
- UC = Upon Completion
- AV = Audio/Video Tape
- CD = Compact Disc
- E = Electronic
- P = Paper
- C = Confidential
- F = Financial
- H = Historical
- L = Legal
- OP = Operational

### DEPARTMENT: AGENCYWIDE

#### RECORD SERIES NUMBER

#### RECORD CATEGORY NAME & DESCRIPTION
- **AGENCY CONTACT DATABASE**
  - Database containing agency contact information (i.e. name, phone number, address, e-mail, etc.).
  - Destroy when no longer needed for agency function

- **AGENCY FORMATION**
  - Records related to establishment of, rules governing, and operation of the agencies (e.g. SB1305, SANBAG Bylaws, SBCTA Administrative Code, etc.).
  - UC + 10 yrs

- **AGENCY INSURANCE RECORDS**
  - Records related to insurance coverage affecting agency liability. Includes policies, amendments, certificates, riders, and proof of payment.
  - Permanent

- **LEGAL ADVERTISEMENTS**
  - Includes public notices, and legal publications (not project related).
  - CY + 4 yrs

- **LOBBYIST REPORTS (QUARTERLY)**
  - Reports to the State regarding paid lobbyist.
  - 7 yrs

- **MEASURE I CAMPAIGN INFORMATION**
  - Records related to the passage of Measure I (e.g. polling, campaign material, expenditure plan development, etc.).
  - Destroy when no longer needed for agency function

- **PUBLIC OFFICIAL APPOINTMENTS FORM (FORM 806)**
  - Form used to report additional compensation paid to Board members.
  - CY + 2 yrs

- **PUBLIC RECORD REQUESTS**
  - Records relating to Public Records Requests received by SBCTA or SANBAG.
  - UC + 4 yrs

- **SANBAG JPA AND BYLAWS**
  - Records related to the establishment of, rules governing, and operation of SANBAG.
  - Permanent

- **STATEMENT OF ECONOMIC INTERESTS**
  - Economic Interest Form 700 detailing economic holdings of employees and Board members.
  - 7 yrs

- **STATEMENT OF FACTS FILINGS**
  - Roster of public agency filing with Secretary of State.
  - Permanent

#### RETENTION PERIOD
- **Minimum**
- **Maximum**

#### RECORD MEDIUM
- **AV** = Audio/Video Tape
- **CD** = Compact Disc
- **E** = Electronic
- **P** = Paper

#### VALUE
- **C** = Confidential
- **F** = Financial
- **H** = Historical
- **L** = Legal
- **OP** = Operational

#### OFFICE OF RECORDS
- Clerk of the Board
- Risk Manager
- Responsible Department
- Legislative & Public Affairs
- Clerk of the Board
- Clerk of the Board
- Clerk of the Board
- Clerk of the Board

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**DATE:** 01/08/2020

**REVISION NO. 1**
### AGENCY PROGRAMS AND PLANS

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<td>CALL BOX</td>
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<td>O, C</td>
<td>Air Quality</td>
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<td>Records related to call box program (e.g. voice/data logs, maintenance logs, work orders, knockdown/recovery worksheets, call center statistics, encroachment permits, etc.).</td>
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<td>L, OP</td>
<td>O, C</td>
<td>Air Quality</td>
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<td>H, OP</td>
<td>O, C</td>
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<tr>
<td></td>
<td>Countywide, subarea, corridor, and special reports and studies (e.g. greenhouse gas, VMT, habitat, grade separations, subarea transportation, etc.).</td>
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<td>H, OP</td>
<td>O, C</td>
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<td>COUNTYWIDE TRANSPORTATION AND LONG RANGE TRANSIT PLANS</td>
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<td>Plans for all modes. Includes data, documentation and communications.</td>
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<td>COG</td>
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<td>Records related to countywide vision plan developed and adopted by SBCTA Board and County Board of Supervisors.</td>
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<td>Includes plan data, documentation and communications.</td>
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<td>FEDERAL AND REGIONAL TRANSPORTATION IMPROVEMENT PLAN (FTIP/RTIP) FTIP/RTIP submittals to SCAG, back-up, jurisdiction mark-up, etc.</td>
<td>CY + 10 yrs</td>
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<td>Fund Admin</td>
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<td>UC + 10 yrs</td>
<td>CY + 10 yrs</td>
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<td>OP</td>
<td>O, C</td>
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<td>FREEWAY SERVICE PATROL</td>
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<td>Records related to Freeway Service Patrol program (e.g. motorist response logs, motorist liability releases, motorist comments, quarterly stats, driver files, etc.).</td>
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<td>O, C</td>
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<td>GEOGRAPHIC INFORMATION SYSTEM FILES GIS data and Growth Forecasts created and maintained by SBCTA.</td>
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<td>OP</td>
<td>O</td>
<td>Planning</td>
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<td>Destroy when no longer needed for agency function</td>
<td>CY + 10 yrs</td>
<td>E</td>
<td>OP</td>
<td>O</td>
<td>Planning</td>
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## AGENCY PROGRAMS AND PLANS CONTINUED

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<tr>
<th>RECOR SERIES NUMBER</th>
<th>RECORD CATEGORY NAME &amp; DESCRIPTION</th>
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<th>RECORD MEDIUM</th>
<th>VALUE</th>
<th>ORIGINAL or COPY</th>
<th>OFFICE OF RECORDS</th>
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</thead>
<tbody>
<tr>
<td>HERO/PACE</td>
<td>Records related to the Hero Program formation and administration (e.g. executed improvement bonds, S.B. County Auditor/Controller Property Tax Division Agency Apportionment Reports, and Special Assessment Extracts).</td>
<td>LOB + 4 yrs</td>
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<td>E, P</td>
<td>F, L</td>
<td>COG</td>
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<tr>
<td>IE 511</td>
<td>Records related to IE511 program (e.g. system comments, quarterly stats, etc.).</td>
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<td>L, OP</td>
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<tr>
<td>LEGISLATIVE POSITIONS</td>
<td>Records relating to SBCTA's legislative actions or positions.</td>
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<td>CY + 4 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>Legislative &amp; Public Affairs</td>
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<tr>
<td>MI ADMINISTRATION</td>
<td>Includes allocations, arterial loans, population by fiscal year, strategic plan, maintenance of effort, working documents, submittals, correspondence, etc.</td>
<td>MI + 5 yrs or UC + 5 yrs whichever is longer</td>
<td>MI + 5 yrs or UC + 5 yrs whichever is longer</td>
<td>E, P</td>
<td>OP</td>
<td>Fund Admin/Planning</td>
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<td>METROLINK AND TRANSIT OPERATORS</td>
<td>Ridership and revenue data.</td>
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<td>F, H, OP</td>
<td>C</td>
<td>Transit</td>
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<tr>
<td>PARK AND RIDE LOTS</td>
<td>Copies of leases, communications, etc. regarding park and ride lots.</td>
<td>UC + 2 yrs</td>
<td>UC + 2 yrs</td>
<td>E, P</td>
<td>OP</td>
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<tr>
<td>REGIONAL TRANSPORTATION PLAN (RTP)</td>
<td>RTP submittals to SCAG, back-up, jurisdiction mark-up, etc.</td>
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<td>CY + 10 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>Planning</td>
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<tr>
<td>RIDE SHARE</td>
<td>Records related to ride share program (e.g. vehicle ridership surveys, commute data, incentive applications, CMAQ fund requests or reimbursements, etc.).</td>
<td>CY + 7 yrs</td>
<td>CY + 7 yrs</td>
<td>E, P</td>
<td>OP</td>
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<tr>
<td>SAN BERNARDINO REGIONAL ENERGY PARTNERSHIP</td>
<td>Status reports, brochures/fflyers, correspondence w/cities and utilities, invoices.</td>
<td>CY + 2 yrs</td>
<td>CY + 2 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>COG</td>
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</tbody>
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## RECORDS RETENTION SCHEDULE

**RETAIL CODES**
- **AU** = Audit
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**RECORD MEDIUM**
- **E** = Electronic
- **P** = Paper
- **L** = Legal
- **O** = Operational

---

**DEPARTMENT:** AGENCYWIDE  
**DATE:** 01/08/2020  
**REVISION NO. 1**

### AGENCY PROGRAMS AND PLANS CONTINUED

<table>
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<tr>
<th>RECORD SERIES NUMBER</th>
<th>RECORD CATEGORY NAME &amp; DESCRIPTION</th>
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<th>OFFICE OF RECORDS</th>
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<td>O, C</td>
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<tr>
<td></td>
<td>Records documenting analysis reports, notice of Title VI, memos, postings, complaints, etc.</td>
<td>CY + 4 yrs</td>
<td>E, P</td>
<td>L, OP</td>
<td>O, C</td>
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<td><strong>TRANSIT - TDA</strong></td>
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<td>OP</td>
<td>O, C</td>
<td>Responsible Department</td>
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<tr>
<td></td>
<td>Includes LTF, STA, workbooks, triennial performance reviews, PO logs, unmet needs, etc.</td>
<td>CY + 4 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
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<tr>
<td></td>
<td><strong>TRANSPORTATION MODELING</strong></td>
<td>CY + 10 yrs</td>
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<td>E, P</td>
<td>OP</td>
<td>O, C</td>
</tr>
<tr>
<td></td>
<td>Includes modeling data, analysis, requests, billing, and other documents related to San Bernardino Transportation Analysis Model.</td>
<td>CY + 10 yrs</td>
<td>Destroy when no longer needed for agency function</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
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<tr>
<td></td>
<td><strong>TRIP REDUCTION PLANS (SCAQMD)</strong></td>
<td>CY + 5 yrs</td>
<td>E, P</td>
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<td>O, C</td>
<td>Transit</td>
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<tr>
<td></td>
<td>Records documenting SBCTA’s effort to reduce number of employee vehicle trips.</td>
<td>CY + 5 yrs</td>
<td>E, P</td>
<td>OP</td>
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<tr>
<td></td>
<td><strong>VANPOOL</strong></td>
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<td>E, P</td>
<td>OP</td>
<td>O, C</td>
<td>Transit</td>
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<tr>
<td></td>
<td>Records related to vanpool program (e.g. applications, commute data, leasing vendor documents, NTD reports, etc.).</td>
<td>CY + 7 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
<td>Transit</td>
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### AGREEMENTS

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<tr>
<td></td>
<td><strong>AGREEMENTS</strong></td>
<td>NR</td>
<td>E, P</td>
<td>OP</td>
<td></td>
<td>Responsible Department</td>
</tr>
<tr>
<td></td>
<td>Department copies of agreements/contracts and/or memoranda of understanding between SBCTA/SANBAG and third parties.</td>
<td>NR</td>
<td>E, P</td>
<td>OP</td>
<td></td>
<td>Responsible Department</td>
</tr>
<tr>
<td></td>
<td><strong>AGREEMENTS</strong></td>
<td>Permanent</td>
<td>P = 5 years</td>
<td>F, L</td>
<td>O</td>
<td>Clerk of the Board</td>
</tr>
<tr>
<td></td>
<td>Agreements/contracts and/or memoranda of understanding between SBCTA/SANBAG and third parties.</td>
<td>Permanent</td>
<td>P = 5 years</td>
<td>F, L</td>
<td>O</td>
<td>Clerk of the Board</td>
</tr>
<tr>
<td></td>
<td><strong>CLOSING DOCUMENTS</strong></td>
<td>Permanent</td>
<td>P</td>
<td>H</td>
<td>O</td>
<td>Clerk of the Board</td>
</tr>
<tr>
<td></td>
<td>SBCTA closing documents related to real property deeds and permanent easements.</td>
<td>Permanent</td>
<td>P</td>
<td>H</td>
<td>O</td>
<td>Clerk of the Board</td>
</tr>
<tr>
<td></td>
<td><strong>DEEDS</strong></td>
<td>Permanent</td>
<td>P</td>
<td>H</td>
<td>O</td>
<td>Clerk of the Board</td>
</tr>
<tr>
<td></td>
<td>SBCTA real property deeds and permanent easements.</td>
<td>Permanent</td>
<td>P</td>
<td>H</td>
<td>O</td>
<td>Clerk of the Board</td>
</tr>
</tbody>
</table>
# RECORDS RETENTION SCHEDULE

## RECORDS RETENTION SCHEDULE

### RETENTION CODES

- **AU** = Audit
- **CY** = Current Year
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### RECORD MEDIUM VALUE

- **E** = Electronic
- **P** = Paper
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### MINIMUM MAXIMUM

### DATE: 01/08/2020

### REVISION NO. 1

### ORIGINAL or COPY

### OFFICE OF RECORDS

### DEPARTMENT: AGENCYWIDE

### RECORD SERIES NUMBER

### RECORD CATEGORY NAME & DESCRIPTION

<table>
<thead>
<tr>
<th>Record Category Name &amp; Description</th>
<th>Retention Period</th>
<th>Record Medium</th>
<th>Value</th>
<th>Original or Copy</th>
<th>Office of Records</th>
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</thead>
<tbody>
<tr>
<td><strong>BOARD AND POLICY COMMITTEE MEETINGS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AD HOC COMMITTEE MEETINGS Agendas and support material related to Ad Hoc Committee meetings.</td>
<td>UC + 2 yrs</td>
<td>UC + 2 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>Responsible Department</td>
</tr>
<tr>
<td>ADVISORY COMMITTEE MEETINGS Agendas and minutes of Agency Brown Act advisory committee meetings</td>
<td>Permanent</td>
<td>Permanent</td>
<td>E, P</td>
<td>H</td>
<td>Clerk of the Board</td>
</tr>
<tr>
<td>BOARD AND POLICY COMMITTEE MEETING AUDIO/VIDEO Audio and video recordings of Board, Policy</td>
<td>CY + 3 yrs</td>
<td>CY + 3 yrs</td>
<td>AV</td>
<td>H</td>
<td>Clerk of the Board</td>
</tr>
<tr>
<td>COMMITTEE AND SUB-COMMITTEE MEETINGS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOARD AND POLICY COMMITTEE MEETINGS Copies of records related to Brown Act Board, Policy Committee</td>
<td>NR</td>
<td>CY + 2 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>Responsible Department</td>
</tr>
<tr>
<td>and sub-committee meetings, including agendas, agenda packets, minutes, and meeting documents.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>BOARD AND POLICY COMMITTEE MEETINGS Records related to Brown Act Board, Policy Committee and</td>
<td>Permanent</td>
<td>Permanent</td>
<td>E, P</td>
<td>H</td>
<td>Clerk of the Board</td>
</tr>
<tr>
<td>sub-committee meetings. Includes agendas, agenda packets, posting affidavits, minutes, and meeting</td>
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<tr>
<td>documents.</td>
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<td></td>
</tr>
<tr>
<td>BOARD BOX ITEMS Informational items distributed by staff to Board members (e.g. Executive Director</td>
<td>CY + 4 yrs</td>
<td>CY + 4 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>Legislative &amp; Public Affair</td>
</tr>
<tr>
<td>Update).</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>BOARD RESOLUTIONS, ORDINANCES AND MINUTE ACTIONS Formal legal actions by the Board of Directors.</td>
<td>Permanent</td>
<td>Permanent</td>
<td>E, P</td>
<td>H</td>
<td>Clerk of the Board</td>
</tr>
<tr>
<td>POLICIES AND PROCEDURES Board approved policies and Executive Director approved procedures.</td>
<td>Permanent</td>
<td>Permanent</td>
<td>E, P</td>
<td>L, OP</td>
<td>Administrative</td>
</tr>
<tr>
<td><strong>BUDGET DOCUMENTS</strong></td>
<td></td>
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<tr>
<td>BUDGET - ADOPTED Board approved annual budget and amendments.</td>
<td>Permanent</td>
<td>Permanent</td>
<td>E, P</td>
<td>L, F</td>
<td>Finance</td>
</tr>
<tr>
<td>BUDGET WORKING PAPERS Records related to budget preparation, and administration/monitoring of</td>
<td>CY + 2 yrs</td>
<td>CY + 2 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>Responsible Department</td>
</tr>
<tr>
<td>department task budget.</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Attachment: SBCTA Retention Schedules_Final 12-2019_Agencywide (6347 : Revision of Records Retention Schedule, Appendix A to Policy)
## RECORDS RETENTION SCHEDULE

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### RECORD MEDIUM VALUE

- **C** = Confidential
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### DEPARTMENT: AGENCYWIDE

#### RECORD SERIES NUMBER

#### RECORD CATEGORY NAME & DESCRIPTION

<table>
<thead>
<tr>
<th>Category Name &amp; Description</th>
<th>Retention Period</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Record Medium</th>
<th>Value</th>
<th>Original or Copy</th>
<th>Office of Records</th>
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</thead>
<tbody>
<tr>
<td>CLAIMS/LITIGATION</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Records relating to claims filed against SBCTA and/or SANBAG (i.e. investigation, rejection letters, etc.)</td>
<td>CL + 2 yrs</td>
<td>CL + 2 yrs</td>
<td>E, P</td>
<td>L</td>
<td>O, C</td>
<td>Risk Management</td>
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</tr>
<tr>
<td>CONFIDENTIAL LEGAL OPINIONS, ADVICE AND ATTORNEY WORK PRODUCT</td>
<td>Permanent</td>
<td>Permanent</td>
<td>E, P</td>
<td>C, L</td>
<td>O</td>
<td>General Counsel</td>
<td></td>
</tr>
<tr>
<td>INVESTIGATIONS Memos and research.</td>
<td>UC + 2 yrs</td>
<td>UC + 2 yrs</td>
<td>E, P</td>
<td>C, L</td>
<td>O, C</td>
<td>General Counsel</td>
<td></td>
</tr>
<tr>
<td>LITIGATION Lawsuits by or against SBCTA or SANBAG. Includes correspondence, pleadings, discovery, research, etc.</td>
<td>CL + 2 yrs</td>
<td>CL + 2 yrs</td>
<td>E, P</td>
<td>L</td>
<td>O, C</td>
<td>General Counsel</td>
<td></td>
</tr>
<tr>
<td>REPORTS Summaries of claims and/or litigation, and loss run report.</td>
<td>CY + 4 yrs</td>
<td>CY + 4 yrs</td>
<td>E, P</td>
<td>L</td>
<td>O, C</td>
<td>Risk Management</td>
<td></td>
</tr>
<tr>
<td>GENERAL CORRESPONDENCE (not tied to another category)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>GENERAL CORRESPONDENCE Department general correspondence and other general administrative documents. May be organized by date, subject, or correspondent.</td>
<td>CY + 2 yrs</td>
<td>CY + 2 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
<td>Responsible Department</td>
<td></td>
</tr>
<tr>
<td>COMMITTEE MEETINGS Agendas, notes and records of various non-SBCTA committee meetings (e.g. CalCOG, League of Calif. Cities, IEEP, Alliance for Education, etc.).</td>
<td>NR</td>
<td>CY + 2 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
<td>Responsible Department</td>
<td></td>
</tr>
<tr>
<td>DEPARTMENT EXPENDITURES Copies of purchase orders, request for payments, credit card statements, reimbursement requests, and back-up documents, etc.</td>
<td>NR</td>
<td>CY + 2 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>C</td>
<td>Responsible Department</td>
<td></td>
</tr>
<tr>
<td>DEPARTMENT PROCEDURES Records documenting approved procedures for performing activities pertaining to individual departments.</td>
<td>While in Effect</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
<td>Responsible Department</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Policy 10105 Appendix A
## General Department Files Continued

### General Administrative Forms
Forms used to request services and track completion.
- **Retention Period:** NR CY + 2 yrs
- **Record Medium:** E, P
- **Value:** OP O, C
- **Office of Records:** Responsible Department

### General Department Logs
Records used in tracking activities and events.
- **Retention Period:** NR CY + 2 yrs
- **Record Medium:** E, P
- **Value:** OP O, C
- **Office of Records:** Responsible Department

### General Department Schedules
Records documenting the planned and actual achievement of departmental goals.
- **Retention Period:** NR CY + 2 yrs
- **Record Medium:** E, P
- **Value:** OP O, C
- **Office of Records:** Responsible Department

### Informal Meetings
Agendas, notes, and records of informal or unofficial committee meetings.
- **Retention Period:** NR UC + 2 yrs
- **Record Medium:** E, P
- **Value:** OP O, C
- **Office of Records:** Responsible Department

### Working Files
Department working files, supervisor file.
- **Retention Period:** NR CY + 2 yrs
- **Record Medium:** E, P
- **Value:** OP O, C
- **Office of Records:** Responsible Department

## Grants

### Grants (Awarded)
Includes guidelines, applications, comments, and support letters and other communications.
- **Retention Period:** determined based on project funding consistent with the PROJECT FILES category
- **Record Medium:** E, P
- **Value:** OP O, C
- **Office of Records:** Responsible Department

### Grants (Not Awarded)
Includes guidelines, applications, comments, and support letters and other communications.
- **Retention Period:** CY + 5 yrs
- **Record Medium:** E, P
- **Value:** OP O, C
- **Office of Records:** Responsible Department

## Procurement

### Department Procurement File
Department copies of documents used for departmental procurement, tracking, and administration of services and goods (i.e., requisitions, purchase orders, and invoices).
- **Retention Period:** NR CL + 2 yrs
- **Record Medium:** E, P
- **Value:** OP C
- **Office of Records:** Responsible Department

### Cancelled Procurements
Records related to procurements not resulting in a contract award.
- **Retention Period:** CY + 4 yrs
- **Record Medium:** E, P
- **Value:** L O, C
- **Office of Records:** Procurement

### Procurements
Records relating to the procurement of goods, services or construction. Includes solicitation materials (RFP/RFO/IFB), successful proposals/bids, evaluation information, bid protests, contract negotiation and award, etc.
- **Retention Period:** determined based on project funding consistent with the PROJECT FILES category
- **Record Medium:** E, P
- **Value:** F, L O, C
- **Office of Records:** Procurement
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#### RECORD MEDIUM
- E = Electronic
- P = Paper
- OP = Operational

#### VALUE
- O, C

### DEPARTMENT:
**AGENCYWIDE**

#### DATE:
01/08/2020

#### REVISION NO. 1

#### DEPARTMENT:

### RECORD SERIES NUMBER

<table>
<thead>
<tr>
<th>RECORD CATEGORY NAME &amp; DESCRIPTION</th>
<th>RETENTION PERIOD</th>
<th>RECORD MEDIUM</th>
<th>VALUE</th>
<th>ORIGINAL or COPY</th>
<th>OFFICE OF RECORDS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RECORD CATEGORY NAME &amp; DESCRIPTION</strong></td>
<td><strong>RETENTION PERIOD</strong></td>
<td><strong>RECORD MEDIUM</strong></td>
<td><strong>VALUE</strong></td>
<td><strong>ORIGINAL or COPY</strong></td>
<td><strong>OFFICE OF RECORDS</strong></td>
</tr>
<tr>
<td><strong>UNSUCCESSFUL PROPOSALS/BIDS</strong></td>
<td>CY + 4 yrs</td>
<td>CY + 4 yrs</td>
<td>E, P</td>
<td>L</td>
<td>O, C</td>
</tr>
<tr>
<td><strong>VENDOR INSURANCE RECORDS</strong></td>
<td>Permanent</td>
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<td>E, P</td>
<td>L</td>
<td>O, C</td>
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<tr>
<td><strong>PROJECT FILES (note that litigation affects the retention period)</strong></td>
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<tr>
<td><strong>RETENTION PERIOD IS DRIVEN BY FUND SOURCES IN PROJECT. Longest retention period governs retention period for project files.</strong></td>
<td></td>
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<tr>
<td><strong>IF THE PROJECT USES:</strong></td>
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<tr>
<td>Proposition 1B Security Funds</td>
<td>Notice of Grant Completion + 35 yrs</td>
<td>Notice of Grant Completion + 35 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
</tr>
<tr>
<td>Debt Financing (e.g. TIFIA, HERO, etc.)</td>
<td>CL + 5 yrs</td>
<td>CL + 5 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
</tr>
<tr>
<td>Measure I</td>
<td>MI + 5 yrs or UC + 5 yrs whichever is longer</td>
<td>MI + 5 yrs or UC + 5 yrs whichever is longer</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
</tr>
<tr>
<td>Proposition 1B TLSP, TCIF, CMIA and Transportation Development Act (TDA)</td>
<td>Final Closeout + 4 yrs</td>
<td>Final Closeout + 4 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
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<tr>
<td>Proposition 1B SLPP, PTMISEA</td>
<td>FP + 3 yrs (final payment of funds to SBCTA from State)</td>
<td>FP + 3 yrs (final payment of funds to SBCTA from State)</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
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</table>
## RECORDS RETENTION SCHEDULE

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### DEPARTMENT: AGENCYWIDE

### DATE: 01/08/2020

### REVISION NO. 1

<table>
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<tr>
<th>RECORD SERIES NUMBER</th>
<th>RECORD CATEGORY NAME &amp; DESCRIPTION</th>
<th>RETENTION PERIOD</th>
<th>RECORD MEDIUM</th>
<th>VALUE</th>
<th>ORIGINAL or COPY</th>
<th>OFFICE OF RECORDS</th>
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<td></td>
<td></td>
<td>Minimum</td>
<td>Maximum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AS-BUILT &amp; CONFORMED DRAWINGS</td>
<td>Drawings indicating actual construction and to reflect completed project(s) on SBCTA owned property.</td>
<td>Permanent</td>
<td>Permanent</td>
<td>E, P</td>
<td>H, L, OP</td>
<td>O, C</td>
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<tr>
<td>PERSONAL PROPERTY MANAGEMENT</td>
<td>Records related to the maintenance, inspection, and use of moveable agency property (e.g. equipment and vehicles)</td>
<td>FD + 2 yrs</td>
<td>FD + 2 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
</tr>
<tr>
<td>PROPERTY MANAGEMENT - SF DEPOT</td>
<td>Records pertaining to SBCTA's management of the SF Depot (e.g. copies of agreement and leases, maintenance, inspection, testing, improvements, etc.)</td>
<td>UC + 5 yrs</td>
<td>UC + 5 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
</tr>
<tr>
<td>REAL PROPERTY MANAGEMENT</td>
<td>Records related to the management and maintenance of SBCTA real property (e.g. maintenance of way, inspection records, emergency repairs/improvements, etc.)</td>
<td>CY + 5 yrs</td>
<td>CY + 5 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
</tr>
<tr>
<td>SF DEPOT SECURITY VIDEO</td>
<td>Recordings from security cameras at the SF Depot (building and parking lots)</td>
<td>90 days</td>
<td>90 days</td>
<td>AV</td>
<td>L, OP</td>
<td>O</td>
</tr>
<tr>
<td>SECURITY</td>
<td>Records related to protecting employees, equipment, buildings and information that should not be disclosed for security reasons. Includes security card list, alarm codes, ID/Badge and photos, and password lists, etc.</td>
<td>CY + 2 yrs</td>
<td>CY + 2 yrs</td>
<td>E, P</td>
<td>C, OP</td>
<td>O, C</td>
</tr>
<tr>
<td>SENSITIVE SECURITY INFORMATION</td>
<td>Records containing sensitive security data.</td>
<td>10 yrs</td>
<td>Destory when no longer needed for agency function</td>
<td>E, P</td>
<td>C, H</td>
<td>O, C</td>
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### PUBLIC OUTREACH

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<tr>
<th>RECORD SERIES NUMBER</th>
<th>RECORD CATEGORY NAME &amp; DESCRIPTION</th>
<th>RETENTION PERIOD</th>
<th>RECORD MEDIUM</th>
<th>VALUE</th>
<th>ORIGINAL or COPY</th>
<th>OFFICE OF RECORDS</th>
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<tr>
<td></td>
<td></td>
<td>Minimum</td>
<td>Maximum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOINT WORKSHOPS</td>
<td>Records related to workshops held with other COGs (e.g. presentations, handouts, etc.)</td>
<td>CY + 2 yrs</td>
<td>CY + 2 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
</tr>
</tbody>
</table>
### Records Retention Schedule

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**Date:** 01/08/2020

### Department: Agencywide

<table>
<thead>
<tr>
<th>Record Series Number</th>
<th>Record Category Name &amp; Description</th>
<th>Retention Period</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Record Medium</th>
<th>Value</th>
<th>Original or Copy</th>
<th>Office of Records</th>
</tr>
</thead>
<tbody>
<tr>
<td>MARKETING ACTIVITY</td>
<td>Records related to marketing of SBCTA programs and projects.</td>
<td>CY + 5 yrs</td>
<td>CY + 5 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
<td>Legislative &amp; Public Affairs</td>
<td></td>
</tr>
<tr>
<td>PUBLIC AFFAIRS/COMMUNITY RELATIONS</td>
<td>Records related to public affairs and community relations. Including media advisories, newsletters, photo release, press release, and model release forms, etc.</td>
<td>CY + 5 yrs</td>
<td>CY + 5 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
<td>Legislative &amp; Public Affairs</td>
<td></td>
</tr>
<tr>
<td>SOCIAL MEDIA</td>
<td>Content and comments (Facebook, Instagram and Twitter).</td>
<td>CY + 4 yrs</td>
<td>CY + 4 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
<td>Legislative &amp; Public Affairs</td>
<td></td>
</tr>
<tr>
<td>SPECIAL EVENTS</td>
<td>Records related to SBCTA’s participation in a special event (i.e. talking points, PPT’s, etc.)</td>
<td>CY + 5 yrs</td>
<td>CY + 5 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
<td>Responsible Department</td>
<td></td>
</tr>
</tbody>
</table>

### Technical Advisory Committee Meetings

| Technical Advisory Committee Meetings | Agendas and support material related to technical advisory committee meetings established by Staff (non-Brown Act meetings) (e.g. PDTF, TTAC, STAC, etc.) | CY + 5 | CY + 5 | E, P | OP | O, C | Responsible Department |

### See Individual Schedules for Financial and Human Resources Records
RECORDS RETENTION SCHEDULE

DEPARTMENT: FINANCE

DATE: 01/08/2020

REVISION NO. 1

FINANCIAL RECORDS

RETENTION PERIOD IS DRIVEN BY FUND SOURCES IN PROJECT. Longest retention period governs retention period for project files.

Records related to:

Accounting Journals/Ledgers - Records used to transfer charges between accounts and for summarizing account information.

Accounts Payable - Records related to payment of financial obligations. Includes vouchers, invoices, travel reimbursement, business expenses, and statements.

Accounts Receivable - Accounts Receivable records.

Banking - Records related to banking activities including reconciliation, cancelled checks, receipts, deposits, wire transfers, and statements.

Bond/Debt Issuance - Official transcripts produced by bond counsel for all debt and lease issues; records of debt proceeds expenditures and investment of debt proceeds; Final Arbitrage Reports for each debt issue; private use analysis and trustee reports.

Cash Receipts - Records documenting the receipt of cash.

Investments - Records related to investments in accordance with investment policy.

Purchase Orders - Authorizations for purchase of goods or services.

IF THE PROJECT USES:

<table>
<thead>
<tr>
<th>Record Series Number</th>
<th>Record Category Name &amp; Description</th>
<th>Retention Period</th>
<th>Record Medium</th>
<th>Value</th>
<th>Original or Copy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposition 1B Security Funds</td>
<td>Notice of Grant Completion + 35 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
<td></td>
</tr>
<tr>
<td>Debt Financing (e.g. TIFIA, HERO, etc.)</td>
<td>CL + 5 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
<td></td>
</tr>
<tr>
<td>Measure I</td>
<td>MI + 5 yrs or UC + 5 yrs whichever is longer</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
<td></td>
</tr>
<tr>
<td>Proposition 1B TLSP, TCIF, CMIA and Transportation Development Act (TDA)</td>
<td>Final Closeout + 4 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
<td></td>
</tr>
<tr>
<td>Proposition 1B SLPP, PTMISEA</td>
<td>FP + 3 yrs (final payment of funds to SBCTA from State)</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
<td></td>
</tr>
</tbody>
</table>

Policy 10105  Appendix A
### RECORDS RETENTION SCHEDULE

**DEPARTMENT:** FINANCE  
**DATE:** 01/08/2020  
**REVISION NO. 1**

**RECORD SERIES NUMBER** | **RECORD CATEGORY NAME & DESCRIPTION** | **RETENTION PERIOD** | **RECORD MEDIUM** | **VALUE** | **ORIGINAL or COPY**
--- | --- | --- | --- | --- | ---

**FINANCIAL RECORDS CONTINUED**

**PROJECT FUNDING CONTINUED**

<table>
<thead>
<tr>
<th>RECORD SERIES NUMBER</th>
<th>RECORD CATEGORY NAME &amp; DESCRIPTION</th>
<th>RETENTION PERIOD</th>
<th>RECORD MEDIUM</th>
<th>VALUE</th>
<th>ORIGINAL or COPY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Other State and Federal (final payment of funds to SBCTA from State)</td>
<td>FP + 3 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
</tr>
<tr>
<td>ASSET INVENTORY</td>
<td>Records related to cost, purchase date, and location of agency assets.</td>
<td>AU + 5 yrs</td>
<td>E, P</td>
<td>F</td>
<td>O, C</td>
</tr>
<tr>
<td>CAPITAL ASSETS</td>
<td>Records related to cost, purchase date, and location of agency capital assets.</td>
<td>FD + 5 yrs</td>
<td>E, P</td>
<td>F</td>
<td>O, C</td>
</tr>
<tr>
<td>BAD DEBTS/UNCOLLECTIBLE ACCOUNTS</td>
<td>Records related to the monitoring, collecting, and writing off of bad debts. Includes authorizations, supporting details of uncollectible accounts.</td>
<td>AU + 5 yrs</td>
<td>E, P</td>
<td>F</td>
<td>O, C</td>
</tr>
<tr>
<td>FINANCIAL AUDITS</td>
<td>Formal documents detailing the findings and recommendations of SBCTA financial statements.</td>
<td>AU + 7 yrs</td>
<td>E, P</td>
<td>F, L</td>
<td>O, C</td>
</tr>
<tr>
<td>FINANCIAL AUDIT WORKING PAPERS</td>
<td>Collection of documents accumulated during an audit that support the conclusions of the audit report.</td>
<td>AU + 7 yrs</td>
<td>E, P</td>
<td>F</td>
<td>O, C</td>
</tr>
<tr>
<td>FINANCIAL STATEMENTS (ANNUAL CAFR)</td>
<td>Financial statements, reports, and background information submitted to government agencies, stakeholders, etc.</td>
<td>Permanent</td>
<td>E, P</td>
<td>F</td>
<td>O, C</td>
</tr>
<tr>
<td>IRS Form 1099</td>
<td>Records of payments to contractors/vendors/Board.</td>
<td>AU + 5 yrs</td>
<td>E, P</td>
<td>F, L</td>
<td>C</td>
</tr>
</tbody>
</table>

**VALUES**

- AU = Audit
- CY = Current Year
- FP = Final Payment
- MI = Measure I
- T = Termination
- CL = Closed/Completed
- FD = Final Disposition
- LOB = Life of Bond
- NR = Not Required
- UC = Upon Completion
- AV = Audio/Video Tape
- CD = Compact Disc
- E = Electronic
- P = Paper
- C = Confidential
- F = Financial
- H = Historical
- L = Legal
- OP = Operational

**RETENTION CODES**

- AU = Audit                                 CL = Closed/Completed  
- CY = Current Year                           FD = Final Disposition  
- FP = Final Payment                          LOB = Life of Bond  
- MI = Measure I                              NR = Not Required  
- T = Termination                             UC = Upon Completion  
- AV = Audio/Video Tape                       CD = Compact Disc  
- E = Electronic                              P = Paper  
- C = Confidential                            F = Financial  
- H = Historical                              L = Legal  
- OP = Operational
# RECORDS RETENTION SCHEDULE

## DEPARTMENT:
FINANCE

## DATE:
01/08/2020

## REVISION NO. 1

### DEPARTMENT:
FINANCE

### RECORD SERIES NUMBER

### RECORD CATEGORY NAME & DESCRIPTION

<table>
<thead>
<tr>
<th>RECORD CATEGORY NAME &amp; DESCRIPTION</th>
<th>RETENTION PERIOD</th>
<th>RECORD MEDIUM</th>
<th>VALUE</th>
<th>ORIGINAL or COPY</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRS FORM W-9 Vendor Request for Taxpayer Identification Number and Certification forms.</td>
<td>Deactivated + 5 yrs</td>
<td>E, P</td>
<td>F, L</td>
<td>O</td>
</tr>
<tr>
<td>TIFIA LOAN/CREDIT Credit statements and lending files related to TIFIA loans.</td>
<td>CL + 5 yrs</td>
<td>E, P</td>
<td>F</td>
<td>O, C</td>
</tr>
<tr>
<td>VEHICLE ACQUISITION/DISPOSITION Documenting the purchase and disposition of agency owned vehicle(s).</td>
<td>FD + 5 yrs</td>
<td>E, P</td>
<td>F</td>
<td>O, C</td>
</tr>
</tbody>
</table>

## BENEFITS AND PAYROLL

### BENEFITS CONTRIBUTIONS/DISTRIBUTIONS
Records detailing actual monies contributed and disbursed.

### EMPLOYEE BENEFITS PLANS AND POLICIES
Records related to agency-sponsored benefit plans. Includes insurance, pension, disability, medical, and survivor program; vesting; vacation; educational assistance; savings plans; flexible spending claims; and correspondence explaining benefits plans.

### EMPLOYEE COMPENSATION REPORT
Report to State Treasurer.

### EMPLOYEE DIRECT DEPOSIT/MANUAL CHECKS
Records documenting employees' electing to have their paycheck deposited directly into their bank account and manually prepared payroll checks.

### EMPLOYEE PAYROLL
Records related to the payment of salaries and wages, including additions to and deductions from.

### GARNISHMENT
Records documenting court-ordered withholding from an employee's pay for a third party.
### BENEFITS AND PAYROLL CONTINUED

<table>
<thead>
<tr>
<th>RECORD SERIES NUMBER</th>
<th>RECORD CATEGORY NAME &amp; DESCRIPTION</th>
<th>RETENTION PERIOD</th>
<th>RECORD MEDIUM</th>
<th>VALUE</th>
<th>ORIGINAL or COPY</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-9 FORMS - EMPLOYMENT ELIGIBILITY VERIFICATION</td>
<td>Employment eligibility verification records.</td>
<td>T + 3 yrs</td>
<td>E, P</td>
<td>F, L</td>
<td>O, C</td>
</tr>
<tr>
<td>IRS FORM 5500 - PENSION PLAN REPORT</td>
<td>Records related to pension plans, pension valuations, actuarial reports, benefits statements, performance evaluation reports, etc.</td>
<td>CY + 6 yrs</td>
<td>E, P</td>
<td>F, L</td>
<td>O, C</td>
</tr>
<tr>
<td>IRS FORM W-2</td>
<td>Annual records of employee earnings given to the employee and to the government.</td>
<td>AU + 5 yrs</td>
<td>E, P</td>
<td>F, L</td>
<td>C</td>
</tr>
<tr>
<td>IRS FORM W-4</td>
<td>Records modifying the number of deductions an employee is claiming.</td>
<td>AU + 5 yrs</td>
<td>E, P</td>
<td>F, L</td>
<td>O</td>
</tr>
<tr>
<td>PENSION SUMMARY INFORMATION</td>
<td>Records related to cumulative years of service, total pension contributions, accrued benefits, pension plans vendor payment records, etc.</td>
<td>CY + 6 yrs</td>
<td>E, P</td>
<td>F, L</td>
<td>O, C</td>
</tr>
<tr>
<td>TIMESHEETS (MEASURE I)</td>
<td>Employee timesheets and leave usage records.</td>
<td>MI + 5 yrs</td>
<td>E</td>
<td>F, L</td>
<td>O, C</td>
</tr>
<tr>
<td>TIMESHEETS (NON-MEASURE I)</td>
<td>Employee timesheets and leave usage records.</td>
<td>CY + 5 yrs</td>
<td>E</td>
<td>F, L</td>
<td>O, C</td>
</tr>
<tr>
<td>DEPARTMENT:</td>
<td>HUMAN RESOURCES</td>
<td>DATE:</td>
<td>REVISION NO. 1</td>
<td>01/08/2020</td>
<td>1</td>
</tr>
<tr>
<td>---</td>
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<tr>
<td>RECORD SERIES NUMBER</td>
<td>RECORD CATEGORY NAME &amp; DESCRIPTION</td>
<td>RETENTION PERIOD</td>
<td>RECORD MEDIUM</td>
<td>VALUE</td>
<td>ORIGINAL or COPY</td>
</tr>
<tr>
<td>CLASSIFICATION &amp; COMPENSATION STUDIES</td>
<td>Records related to classification and compensation studies.</td>
<td>CY + 5 yrs</td>
<td>E, P</td>
<td>F, OP</td>
<td>O, C</td>
</tr>
<tr>
<td>EMPLOYEE ACCIDENT/INJURY</td>
<td>Records related to on-the-job injury/illness, including OSHA reports (Form 300A, 301).</td>
<td>CY + 5 yrs</td>
<td>E, P</td>
<td>C, L</td>
<td>O, C</td>
</tr>
<tr>
<td>EMPLOYEE MEDICAL RECORDS-HAZARD EXPOSURES</td>
<td>Records pertaining to exposures to hazardous materials.</td>
<td>T + 30 yrs</td>
<td>E, P</td>
<td>C, L</td>
<td>O, C</td>
</tr>
<tr>
<td>EMPLOYEE MEDICAL RECORDS</td>
<td>This includes employee medical exams, disability benefits claim forms, notes from doctors, requests for Family and Medical Leave Act (FMLA) leave, requests for ADA accommodations, worker's compensation history, claims and related documents, fitness-for-duty results, functional capacity assessments, referrals concerning an employee's participation in the company's employee assistance program, results of drug/alcohol tests, reimbursement requests for medical expenses, health-related information about an employee's family members, and any documentation about past or present health, medical condition, or disabilities.</td>
<td>T + 7 yrs</td>
<td>E, P</td>
<td>C, L</td>
<td>O, C</td>
</tr>
<tr>
<td>EQUAL OPPORTUNITY COMPLAINTS</td>
<td>Formal complaints of violation of Federal and State equal opportunity laws (EEOC, DFEH).</td>
<td>CL + 2 yrs</td>
<td>E, P</td>
<td>L</td>
<td>O, C</td>
</tr>
<tr>
<td>HIRED PERSONNEL</td>
<td>Records related to hired employees, including applications, resumes, job description, promotion, demotion, transfer, layoff, termination, etc.</td>
<td>T + 7 yrs</td>
<td>E, P</td>
<td>C, L, OP</td>
<td>O, C</td>
</tr>
<tr>
<td>HUMAN RESOURCES INVESTIGATIONS AND REPORTS</td>
<td>Records documenting investigations.</td>
<td>T + 4 yrs</td>
<td>E, P</td>
<td>C, L</td>
<td>O, C</td>
</tr>
<tr>
<td>MATERIAL SAFETY DATA SHEETS</td>
<td>MSDS sheet required by OSHA that details dangers &amp; proper handling of dangerous substances.</td>
<td>CY + 30 yrs</td>
<td>E, P</td>
<td>L</td>
<td>O, C</td>
</tr>
<tr>
<td>PERSONNEL RECRUITMENTS</td>
<td>Records related to all SBCTA job postings/bulletins, applications, job descriptions, recruitment, interviews and testing.</td>
<td>CL + 1 yr</td>
<td>E, P</td>
<td>C, L, OP</td>
<td>O, C</td>
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### DEPARTMENT:
**HUMAN RESOURCES**

<table>
<thead>
<tr>
<th>RECORD SERIES NUMBER</th>
<th>RECORD CATEGORY NAME &amp; DESCRIPTION</th>
<th>RETENTION PERIOD</th>
<th>RECORD MEDIUM</th>
<th>VALUE</th>
<th>ORIGINAL or COPY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TRAINING/EMPLOYEE DEVELOPMENT</td>
<td>CY + 5 yrs</td>
<td>E, P</td>
<td>OP</td>
<td>O, C</td>
</tr>
<tr>
<td></td>
<td>Records related to training programs and employee development (CPR, ethics, etc.).</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>WORKERS COMP. CLAIMS AND RELATED RECORDS</td>
<td>T + 4 yrs</td>
<td>E, P</td>
<td>C, L</td>
<td>O, C</td>
</tr>
<tr>
<td></td>
<td>Workers compensation claims for job-related injuries.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**RECORD MEDIUM**
- AV = Audio/Video Tape
- CD = Compact Disc
- E = Electronic
- P = Paper

**VALUE**
- C = Confidential
- F = Financial
- H = Historical
- L = Legal
- OP = Operational

**DEPARTMENT:**
HUMAN RESOURCES

**DATE:**
01/08/2020

**REVISION NO:**
1

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Policy 10105 Appendix A

Attachment: SBCTA Retention Schedules_Final_12-2019_HR (6347 : Revision of Records Retention Schedule, Appendix A to Policy 10105)
Minute Action

AGENDA ITEM: 9

Date: January 8, 2020

Subject: Interstate 10 University Street Improvements Project - Cooperative Agreement Amendment 1 and Request to Release Invitation For Bids

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

A. Approve Amendment 1 to Agreement No. R14088 with the City of Redlands to redefine the project funding responsibilities based on the revised project cost estimates, increasing San Bernardino County Transportation Authority’s share of project costs to $4,346,013 and the City of Redlands share of project costs to $1,292,547.

B. Authorize advertising Invitation for Bids No. 20-1002290 for the construction of the Interstate 10 University Street Improvements Project in the City of Redlands.

Background:
The Interstate 10 (I-10) University Street Improvements Project (Project) proposes to widen the interchange westbound on-ramp and eastbound off-ramp and restripe University Street to add turn lanes from Citrus Avenue to Central Avenue to improve traffic operations and reduce congestion. The Project includes adding ramp metering on the westbound on-ramp, signalizing the I-10 ramp intersections, modifying the existing signal at the University Street and Citrus Avenue intersection, and constructing a retaining wall at the eastbound off-ramp. This project is funded utilizing Measure I and City of Redlands funds. Based on recent estimates, the current total project cost is $5,638,560 to be funded by San Bernardino County Transportation Authority (SBCTA) in the amount of $4,346,013 and the City of Redlands in the amount of $1,292,547. This constitutes an increase of $438,560 since the last total project estimate of $5,200,000 in 2014.

On February 5, 2014, the SBCTA Board of Directors (Board) approved Cooperative Agreement No. R14088 with the City of Redlands to define project roles, responsibilities, funding and specifying SBCTA as the lead agency for project administration. On December 3, 2014, the Board approved award of Contract No. C14163 to Advantec Consulting Engineers for Planning and Design services. On January 4, 2017, the Board approved the award of Contract No. 16-1001546 to Arcadis US, Inc. for Construction Management services. On February 16, 2017, the California Department of Transportation (Caltrans) approved a Categorical Exemption Determination under the California Environmental Quality Act (CEQA) for the Project. The project is concluding its design phase with construction scheduled to start in late spring 2020.

Recommendation A: When Cooperative Agreement No. R14088 was executed in 2014, it was estimated that project management costs would be approximately $100,000. This estimate assumed a Streamlined Oversight Project role for Caltrans throughout the delivery process without a solid understanding of the scope for the Plans, Specifications, and Estimates (PS&E) phase. However, as the project progressed through each phase of delivery, Caltrans’ role expanded significantly, requiring Project Management costs on par with other interchange

Entity: San Bernardino County Transportation Authority
projects managed by SBCTA. Project Management costs have increased for the following reasons:

- Cooperative Agreement No. R14088 assumed Environmental Approval would occur in April 2016, however, approval occurred in February 2017, resulting in increased Project Management costs to facilitate approval of the Environmental Document.
- Design approval was originally anticipated to occur in April 2018. The current schedule shows design approval in September 2019. There are a variety of issues that have resulted in a delay during design including consultant team staff consistency, the subsequent development of substandard deliverables by the project consultant, and additional time required to coordinate with Caltrans for traffic signal design. It should be noted that no payments were made to the consultant team for substandard deliverables.
- Lessons learned from other projects indicate that Project Management costs are required during construction. Due to challenging issues that construction will face on this project such as moving and burying Aerial Deposited Lead, pedestrian access, close coordination with residents, schools and the City of Redlands about construction activities, it is anticipated that construction Project Management costs will be consistent with what is experienced on other projects. In addition, a Caltrans fiber optic project may occur simultaneously, which would require additional coordination.

While project management costs increased, an amendment to the agreement has not yet been executed because the total project cost estimate was still estimated to be less than the estimate that was used to develop Cooperative Agreement No. R14088. However, based on the latest engineer’s estimate the current project cost is anticipated to exceed the total cost in the agreement. To ensure the construction phase can be fully funded, it is necessary to amend the agreement to address the current project costs and define the local share and public share responsibilities of the City of Redlands and SBCTA, respectively.

The revised estimated Project Management cost is $345,000, which based on policies outlined in the original agreement, is 100% the responsibility of the City of Redlands. In addition to the revised Project Management cost, Cooperative Agreement No. R14088 Amendment 1 includes an estimate of $380,000 to replace the pavement on University Street as recommended by Caltrans. As full pavement replacement was not assumed in the original project design, this additional cost plus the additional project management cost would increase the total project cost beyond what was estimated in Cooperative Agreement No. R14088. Overall the current estimated cost of construction is $3.5 million.

If the City of Redlands elects to replace the deteriorated pavement, the construction contract would likely be increased through the change order process by an estimated amount of $380,000. Upon the forthcoming request for Board approval of Construction Contract No. 20-1002290, a contingency amount will be recommended to be included if the City elects to move forward with full pavement replacement. The Redlands City Council will be taking action on the increased project cost, including pavement reconstruction at their January 21, 2020, regularly scheduled meeting. Amendment 1 will be consistent with action taken by the council at that meeting.
Amendment 1 accounts for an increase in the City’s contribution for the project of $279,647. The SBCTA increase in contribution for the project is $158,913, which exceeds the amount in the 10-Year Delivery Plan by a like amount but will not impact delivery of other projects.

**Recommendation B:** Staff is also recommending that the Board authorize the advertisement of Invitation for Bids (IFB) No. 20-1002290 for construction of the I-10 University Street Improvement Project. A future agenda item for award of this construction contract is anticipated to be brought to the Board in spring 2020.

**Financial Impact:**
This item is consistent with the adopted Fiscal Year 2019/2020 Budget under Task No. 830 Interchange Projects, Sub-Task No. 0899 I-10 University Interchange.

**Reviewed By:**
This item was reviewed and recommended for approval (17-0-1; Abstained: Momberger) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on September 12, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and drafts of the amendment and IFB.

**Responsible Staff:**
Paula Beauchamp, Director of Project Delivery and Toll Operations
**Contract Summary Sheet**

### General Contract Information

- **Contract No.:** 00-1000985 (R14088)
- **Amendment No.:** 1
- **Sole Source?** N/A
- **Vendor No.:** 01776
- **Vendor/Customer Name:** City of Redlands
- **Description:** I-10 University Planning, PS&E, R/W & Construction Cooperative Agreement
- **Estimated Start Date:** 01/08/2014
- **Expiration Date:** 09/30/2021
- **Revised Expiration Date:**
- **List Any SBCTA Related Contracts Nos.:** 15-1001167 (C14147)

### Dollar Amount

<table>
<thead>
<tr>
<th>Description</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract</td>
<td>$1,012,900.00</td>
</tr>
<tr>
<td>Prior Amendments</td>
<td>$ -</td>
</tr>
<tr>
<td>Current Amendment</td>
<td>$279,647.00</td>
</tr>
<tr>
<td><strong>Total/Revised Contract Value</strong></td>
<td>$1,292,547.00</td>
</tr>
<tr>
<td><strong>Total Dollar Authority</strong></td>
<td>$1,292,547.00</td>
</tr>
</tbody>
</table>

### Contract Authorization

- **Board of Directors Date:** 01/08/2020
- **Board Item #:** 6230

### Contract Management (Internal Purposes Only)

#### Accounts Payable

<table>
<thead>
<tr>
<th>GL:</th>
<th>Total Contract Funding: $</th>
<th>GL:</th>
<th>Total Contingency: $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

#### Accounts Receivable

- **Total Contract Funding:** $1,292,547.00
- **Funding Agreement No.:** 00-1000985
- **Reversion Date:**

### Receivable

- **Project Manager (Print Name):** Heng Chow
- **Task Manager (Print Name):** Timothy Byrne

---

Form 200 05/2018
AMENDMENT NO. 1
TO COOPERATIVE AGREEMENT NO. R14088
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF REDLANDS
FOR
PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,
PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW),
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT UNIVERSITY
STREET AND INTERSTATE 10 IN THE CITY OF REDLANDS

THIS AMENDMENT No. 1 (AMENDMENT) is made and entered into by and between
the San Bernardino County Transportation Authority (hereinafter referred to as
AUTHORITY) and the City of Redlands (hereinafter referred to as CITY).
AUTHORITY and CITY may be referred to herein as a “PARTY” and collectively
“PARTIES”.

RECITALS
A. AUTHORITY and CITY entered into Agreement No. R14088 (AGREEMENT)
on February 5, 2014, to delineate roles, responsibilities, and funding commitments
relative to the Project Management, Planning, Environmental, PS&E, ROW and
Construction activities of the Interchange at University Street and Interstate 10 in
the City of Redlands (PROJECT); and

B. The PROJECT now is estimated to cost a total of $5,638,560 which includes
$345,000 for the AUTHORITY to provide project management services for the
Planning, Environmental, PS&E, ROW, and Construction Phases of the
PROJECT; and

C. The remaining PROJECT cost, aside from AUTHORITY project management
costs, for the Planning, Environmental, PS&E, ROW, and Construction phases
now is estimated at $5,293,560, which shall be funded with 17.9% Development
Shares funds and 82.1% Public Share funds, as defined by the Nexus Study and
the Measure I 2010-2040 Strategic Plan; and

D. PARTIES now seek to amend the AGREEMENT to redefine the funding
responsibilities based on the revised project costs as shown in Attachment A.
IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. AUTHORITY agrees to contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost an amount not to exceed $4,346,013, as shown in Attachment A. The actual cost of specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined AUTHORITY contribution to exceed $4,346,013 without an amendment to this Agreement.

2. CITY agrees to reimburse AUTHORITY for the actual costs incurred estimated at $947,547 towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost and $345,000 for AUTHORITY project management for a total amount not to exceed $1,292,547, as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed $1,292,547 or AUTHORITY project management costs to exceed $345,000 without an amendment to this agreement.

3. Attachment A to the AGREEMENT is amended and replaced in its entirety with Attachment A.1 to this AMENDMENT, which is attached to and made a part of this AMENDMENT.

4. PARTIES understand that the PROJECT cost provided in this AMENDMENT is an estimate and there is a potential for cost increases or decreases. If a cost increase becomes apparent, PARTIES agree to work in good faith to amend the AGREEMENT.

5. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

6. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

7. This AMENDMENT is effective upon execution by AUTHORITY.

--------------------------SIGNATURES ON FOLLOWING PAGE--------------------------
SIGNATURE PAGE TO
AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. R14088
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF REDLANDS

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By:__________________________
   Darcy McNaboe
   President, Board of Directors

Date:__________________________

APPROVED AS TO FORM

By:____________________________
   Julianna K. Tillquist
   General Counsel

CITY OF REDLANDS

By:__________________________
   Mayor, City of Redlands

Date:__________________________

APPROVED AS TO FORM AND
PROCEDURE:

By:____________________________
   CITY Attorney

CONCURRENCE:

By:____________________________
   Jeffery Hill
   Procurement Manager

Date:__________________________
Attachment A.1

PROJECT SCOPE

The PROJECT will improve the Interstate 10/University Street interchange ramps, including intersection work, turning lanes and striping. It is anticipated that AUTHORITY will be the lead on all phases of work.

PROJECT COST ESTIMATE AND FUNDING TABLE

Public Share: 82.1%
Nexus Development Impact Fee Share (DIF or “Local Share”): 17.9%
Local Jurisdictional Split of the DIF Share: Redlands 100%

<table>
<thead>
<tr>
<th>Project Cost*</th>
<th>Public Share**</th>
<th>DIF</th>
</tr>
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<tbody>
<tr>
<td>Planning, Environmental, Design, and Right-of-way</td>
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<td>$796,212</td>
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<tr>
<td>Construction Management</td>
<td>$443,753</td>
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<tr>
<td>Construction Capital***</td>
<td>$3,880,000</td>
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<tr>
<td>Project Management</td>
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<td>$0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$5,638,560</strong></td>
<td><strong>$4,346,013</strong></td>
</tr>
</tbody>
</table>

*Project Cost is based on 2019’s Estimate At Completion and 100% Engineer’s Estimate.
**Public Share will be funded with Measure I Valley Freeway Interchange funds.
***Construction Capital cost includes an estimate of $380,000 for the full replacement of pavement structure at University Street added based on Caltrans 100% review comment.

PROJECT SCHEDULE

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Estimated Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Approval</td>
<td>February 2017</td>
</tr>
<tr>
<td>Design Approval</td>
<td>December 2019</td>
</tr>
<tr>
<td>Construction Contract Award</td>
<td>March 2020</td>
</tr>
<tr>
<td>Complete for Beneficial Use</td>
<td>May 2021</td>
</tr>
</tbody>
</table>
Minute Action

AGENDA ITEM: 10

Date: January 8, 2020

Subject:
Agreement with State of California Wildlife Conservation Board for further development of the Regional Conservation Investment Strategy

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority and the San Bernardino Associated Governments:

A. Approve Contract No. 20-1002330 with the California Wildlife Conservation Board (grant agreement number WC-1919CR) to receive an amount not-to-exceed $562,210 for development of a San Bernardino County Regional Conservation Investment Strategy.

And, that the Board, acting as the San Bernardino County Transportation Authority:

B. Approve the creation of a new fund No. 2665-California Wildlife Conservation Board and a budget amendment to the Fiscal Year 2019/2020 Budget, Task No. 0404 by adding California Wildlife Conservation Board (WCB) funds in the amount of $562,210 for consultant costs. Subsequent authorization to expend funds received from WCB will be presented to the SBCTA Board of Directors at a later date.

Background:
In partnership with the San Bernardino County Environment Element Group as part of the Countywide Vision effort initiated in 2010, San Bernardino Associated Governments (SANBAG) and the County of San Bernardino Land Use Services led the development of the Countywide Habitat Preservation/Conservation Framework Study (Framework Study) in February 2015. Subsequently, the Framework Study led to a second phase to develop a more structured, comprehensive approach to the preservation and conservation of habitat for threatened and endangered species in the County, consistent with the State’s conservation goals. Similar to other elements of the Countywide Vision, the Environment Element is being guided by a stakeholder group representing diverse interests, including environmental advocates, the building industry, local and regional governments, state/federal resource agencies, water districts, etc. A report on progress for the Environment Element Group and its efforts has been provided to the SANBAG/San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) on previous occasions.

Much has already been accomplished for habitat preservation and conservation in San Bernardino County, but on more of a project-by-project basis. Both the phase one and phase two studies were part of several steps toward a more comprehensive approach to countywide conservation planning. Phase one of the Framework Study was a guidance document outlining the conservation issues and concerns, existing conservation, conservation opportunities, and data gaps associated with current approaches to habitat conservation. The report identified conservation planning subareas, overarching principles, and recommendations to further develop a comprehensive approach to habitat preservation/conservation. The phase two study produced a document that further refined the conservation Framework focusing on more science-based, nonbinding voluntary conservation and habitat enhancement actions for focal species, vegetation

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority
communities, ecological processes, and habitat connectivity. It provides nonbinding voluntary
guidance on conservation priority areas and actions to enhance streamlining and predictability of
land and renewable energy development processes in the County.

On October 7, 2015, the SANBAG Board approved Cooperative Agreement No. 16-1001344
with the County of San Bernardino (County) and the Southern California Association of
Governments (SCAG) to allow staff to undertake management, planning, outreach, analysis, and
procurement work in connection with the phase two study and complete the tasks documented in
the Scope of Work. The total budget for the project was $275,000, with the County contributing
$225,000 and SCAG contributing $50,000. In 2016, the Environment Element Group requested
that the County and SANBAG align the countywide conservation efforts with the State’s
Regional Conservation Investment Strategy (RCIS) Program since much of what was included in
the phase one and two efforts is similar to the goals of the RCIS Program.

The RCIS Program encourages a voluntary, non-regulatory regional planning process intended to
result in higher-quality conservation outcomes and includes an advance mitigation tool. The RCIS Program uses a science-based approach to identify conservation and enhancement opportunities that, if implemented, will help California's declining and vulnerable species by
protecting, creating, restoring, and reconnecting habitat. As a result, the County and SBCTA/SBCOG developed a draft San Bernardino County RCIS (SBC RCIS) and submitted it
to the State for its review. The preliminary draft SBC RCIS was released in December 2018, and
was presented to the public at a formally noticed RCIS public meeting on Monday,
March 4, 2019.

However, the project funding could not keep up with the changes that occurred during the RCIS
guidelines update stages. Much effort has been expended, and excellent progress has been made.
Plan developers and stakeholders have been collaborating diligently for the last three years to get
to this point. To keep the process moving forward, SBCTA/SBCOG led the effort in applying
for additional funding from the State of California (State). WCB recently announced that the
project application was selected for additional funding and sent an award letter to
SBCTA/SBCOG along with the attached contract.

Upon approval of the agreement with WCB, the next phase of RCIS development will now move
forward with the new funding from the State, and this will support the Environment Element
Group’s further development of a more comprehensive approach to habitat
preservation/conservation in San Bernardino County. Upon execution of the contract, staff will
release a Request for Proposals, pursuant to Contracting and Procurement Policy 11000, to
obtain consultant services based on the scope of work included in the initial grant application.
The project will focus on preparing a draft regional conservation plan document that can be
submitted to the California Department of Fish and Wildlife (CDFW) and go through its
approval process. The plan development process will continue to include a substantive
stakeholder outreach component with Building Industry Association (BIA), environmental
advocates, land owners, regulatory agencies, local jurisdictions, and other members of the
Environment Element Group.
Financial Impact:
This project is not consistent with the Fiscal Year 2019/2020 Budget, staff is requesting a Budget Amendment to modify Fund 2665 and Task No. 0404, increasing the budget with a WCB grant fund in the amount of $562,210.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 11, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:
Steve Smith, Director of Planning
### General Contract Information

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Amendment No.</th>
<th>Sole Source?</th>
<th>Vendor No.</th>
<th>Vendor/Customer Name</th>
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<tbody>
<tr>
<td>20-1002330</td>
<td></td>
<td>No</td>
<td>03587</td>
<td>Wildlife Conservation Board (WCB)</td>
</tr>
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</table>

**Description:** San Bernardino County Regional Conservation Investment Strategy (SBC RCIS)

**Estimated Start Date:** 03/01/2020  
**Expiration Date:** 03/31/2022

**List Any SBCTA Related Contracts Nos.:**

### Dollar Amount

<table>
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<tr>
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<th>Original Contract</th>
<th>Prior Amendments</th>
<th>Current Amendment</th>
<th>Total/Revised Contract Value</th>
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<tr>
<td>Amount</td>
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<td>-</td>
<td>-</td>
<td>$562,210.00</td>
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**Total Dollar Authority (Contract Value and Contingency):** $562,210.00

### Contract Authorization

**Board of Directors:**  
**Date:** 01/08/2020

**Item #:** 6356

### Contract Management (Internal Purposes Only)

#### Accounts Payable

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#### Accounts Receivable

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<td>GL:</td>
<td>42217101</td>
</tr>
</tbody>
</table>

**Reversion Date:**

---

**Additional Notes:**

---

**Josh Lee**  
Project Manager (Print Name)

**Steve Smith**  
Task Manager (Print Name)
CALIFORNIA WILDLIFE CONSERVATION BOARD

GRANT AGREEMENT
Between
STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD
and
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY/SAN BERNARDINO COUNCIL OF GOVERNMENTS
for
SAN BERNARDINO COUNTY REGIONAL CONSERVATION INVESTMENT STRATEGY

SAN BERNARDINO COUNTY, CALIFORNIA

WC–1919CR

State of California
Natural Resources Agency
Department of Fish and Wildlife
Wildlife Conservation Board
This page left blank intentionally.
San Bernardino County Regional Conservation Investment Strategy
Grant Agreement Number WC-1919CR
Project ID 2019071

GRANTEE: San Bernardino County Transportation Authority/San Bernardino Council of Governments
1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410
Attn.: Josh Lee, Chief of Planning
Phone: (909)884-8276, ext. 166
E-mail: jlee@gosbcta.com

GRANTOR: Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn.: Celestial Reysner, State Representative
Phone: (916) 445-1082
E-mail: celestial.reysner@wildlife.ca.gov

Grant Agreement No.: WC-1919CR

Board Approval Date: November 21, 2019
Projected Completion Date: March 31, 2022
Terms of Agreement:
Capital Improvements: Notice to Proceed Date (_____________) through March 31, 2022
Project Life: Term of Agreement
Project ID: 2019071

FUNDING CERTIFICATION

I hereby certify that (a) the following funds will be encumbered on behalf of Grantor; and (b) Grant Funds shall not be disbursed unless and until sufficient proceeds from the source identified below become available to Grantor to disburse.

________________________________________________________________________
Fiscal Officer Date:

Grant Amount: $562,210.00
Fund Source: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Fund, Section 80111(a)
Appropriation Item: Chapter 23, Statutes of 2019
Line Item: 3640-102-6088
Expenditure Code: 19-1000-702-02019
1. SCOPE OF AGREEMENT

Pursuant to the Wildlife Conservation Law of 1947, Chapter 4.0 of Division 2, commencing with Section 1300 of the California Fish and Game Code; the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Section 80111(a); and the approval granted by the Wildlife Conservation Board on November 21, 2019, the Wildlife Conservation Board (Grantor) hereby grants to San Bernardino County Transportation Authority/San Bernardino Council of Governments (Grantee), a sum not to exceed five hundred sixty-two thousand two hundred and ten dollars ($562,210.00) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project generally described as: develop and complete a final draft of the San Bernardino County Regional Conservation Investment Strategy (SBC RCIS) (Project), covering two subareas, the Valley subarea and West Desert subarea and the Mountain region located in San Bernardino County, California (Property). The Property is generally shown on the attached Exhibit A - LOCATION MAP.

3. CONDITIONS OF GRANT

Grantor's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

3.1 Grantor shall have reviewed and approved all documents pertaining to the Project, including, without limitation, feasibility and planning studies, designs, plans, budgets, cost estimates, timelines, and agreements. Such review and approval by Grantor will be for compliance with this Agreement as well as funding and other requirements applicable to Grantor and shall not be unreasonably withheld.

3.2 Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee.

3.3 Grantee shall have disclosed all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. These amounts shall be reflected in the attached Exhibit B – BUDGET (Budget) by Budget category. As between Grantor and Grantee, Grantee shall be responsible for any and all Project costs that exceed the amount of the Grant Funds provided under this Agreement.
3.4 The grant proposal shall have been approved by the Wildlife Conservation Board at a public meeting, this Agreement shall have been fully executed by Grantor and Grantee, and Grantee shall have received a written "Notice to Proceed" from Grantor. The approval of the grant proposal by the Wildlife Conservation Board, if such approval is given, shall not constitute authorization for the commencement of the Project or expenditure of Grant Funds. No expenditure made or activity initiated prior to Grantee’s receipt of a written Notice to Proceed from Grantor will be eligible for reimbursement by Grantor.

4. DISBURSEMENTS

4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than $5000.00 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.

4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by Grantor.

4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. Exhibit C – DISBURSEMENT REQUEST TEMPLATE provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.

4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.

4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Projected Completion Date (as defined in Section 6.1).
4.6 Please submit disbursement requests electronically to WCB at WCBClerical@wildlife.ca.gov and WCB Project Manager, celestial.reysner@wildlife.ca.gov with "Project ID 2019071 Invoice No. _____" in the subject line.

Alternatively, hard copy requests for disbursement can be sent to:

Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn: Celestial Reysner

4.7 Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.

4.8 Despite any contrary provision of this Agreement, Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds unless and until sufficient funds identified for allocation to the Project (as further specified in the Funding Certification attached to this Agreement) are released by the State Treasurer's Office to Grantor for expenditure for this grant. No request for disbursement submitted prior to the release of such funds to Grantor shall be effective.

4.9 With the final invoice, Grantee shall provide a completed Final Cost Share Accounting Form (Exhibit D – FINAL COST SHARE TEMPLATE) when work is completed. The completed Final Cost Share Accounting Form shall identify and delineate all cost share funds expended and in-kind services provided during the Grant term before Project completion and will be consistent with Exhibit B – BUDGET.

5. BUDGET AND INDIRECT COSTS

5.1 The attached Budget is an estimate of the Grantee's anticipated costs for the Project and discloses all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. Should the Budget not disclose all funding sources for the Project, Grantor may refer this grant to the Department of Finance for a Project audit. Grantee may seek additional funding from sources other than Grantor, with Grantor's approval, to cover cost increases or to reduce Grantor's cost share. Should Grantee obtain additional funds from sources other than Grantor, Grantee shall promptly notify Grantor of the amounts and sources of the additional funding and submit a proposed new budget reflecting any changes to Grantor for its approval.
When actual Project costs indicate that the costs of certain Budget categories payable by Grantor are higher than estimated, and these higher costs are offset by lower costs in other Budget categories payable by Grantor, the Grantee may submit a written request to Grantor to shift funds between such Budget categories. Contingencies shall be used only upon written approval by Grantor. Grantor shall approve or deny a requested Budget revision or use of contingencies in writing within 10 business days of receipt of Grantee's written request.

5.2 Indirect cost rates are limited to 20 percent of the total direct WCB Grant Funds minus subcontractor and equipment costs. Any amount over 20 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone, and copying which is directly related to completion of the Project.

Costs for subcontractors and purchase of equipment cannot be included in the calculation of indirect costs in the Budget. It is the responsibility of the Grantee to keep documentation for all indirect costs claimed in Exhibit B. For all indirect costs claimed, Grantee must keep backup documents in audit-ready files (these documents are not provided to WCB).

6. GRANTEE’S COVENANTS

In consideration of this Agreement, Grantee hereby covenants and agrees as follows:

6.1. Grantee will complete or cause to be completed all Project activities in accordance with Grantee’s proposed design and specifications submitted to Grantor, a copy of which is attached as Exhibit E - WORK PLAN and incorporated herein by this reference, on or before March 31, 2022 (Projected Completion Date). The Project will be considered complete when all Project activities have been completed and Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.

6.2 Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).
6.3 Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner regarding text, design and location and shall display the logo of Grantor.

6.4 Not later than 30 days following the completion of all Project activities Grantee will submit either five hard copies or one hard copy and one digital copy of a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.

7. BREACH AND REMEDIES

7.1 In the event of a breach of Grantee’s obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor’s notice within 90 days after the date of Grantor’s notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.

7.2 In the event of a default by Grantee before the Project is complete then, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee’s completion of the Project in accordance with this Agreement, as described in Section 2 (Purposes of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.

7.3 In the event of a default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds that were disbursed in error due to a breach of the Grant terms, including incorrect billing of indirect costs as identified in Section 5.2.

7.4 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds divided by Project Life, times the number of years remaining in the Project Life.
Example: Grantor grants $50,000.00 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 25 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be $21,000, calculated as follows:

\[(\$50,000.00 \div 25 \text{ years}) \times 10.5 \text{ years} = \$21,000\]

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

7.5 Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.

7.6 Waiver of any breach or default by Grantee shall not be deemed to be a waiver of any subsequent breach or default, nor shall it constitute a modification of this Agreement.

8. ADDITIONAL TERMS AND CONDITIONS

8.1 Grantee Responsible for Project
While the Grantor undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. Grantor undertakes no responsibilities to the Grantee, the Landowner, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

8.2 Contracts
All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over $10,000.00 to Grantor prior to commencing work.

8.3 Indemnification
To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including
8.4 Amendment; Severability
This Agreement may be modified only by a written amendment signed by Grantor and Grantee. No oral or written understanding or agreement not incorporated in this document shall be binding on the parties.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application. To this end the provisions of this Agreement are severable.

8.5 Independent Capacity of Grantee: Withholding and Payments
Grantee, its members, officers, directors, employees, agents, and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state, or local laws.

8.6 No Assignment or Transfer
This Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold in Grantor's discretion.

8.7 Accounting/Records/Audits
Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.
8.8 Use of Grant Funds to Secure Additional Funding
Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants, or to secure loans or other monetary awards without written approval from the Executive Director, Wildlife Conservation Board. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.

8.9 Termination or Suspension of Agreement
At any time before Grantee has broken ground on the Project Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor. The Grantor shall be responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending work under this Agreement shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee.

8.10 Resolution of Disputes
The State Project Representative is identified on Page i of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee’s position and the relief sought.

The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.

8.11 Drug-Free Workplace Certification
By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code
Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

8.11.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

8.11.2 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
   a) the dangers of drug abuse in the workplace;
   b) the person's or organization's policy of maintaining a drug-free workplace;
   c) any available counseling, rehabilitation, and employee assistance programs; and,
   d) penalties that may be imposed upon employees for drug abuse violations.

8.11.3 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
   a) will receive a copy of the company's drug-free policy statement; and,
   b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future state contracts if the Grantor determines that any of the following has occurred: (1) Grantee has made false certification, or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

8.12 **Union Organizing**

By signing this Agreement, the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

8.12.1 No state funds disbursed by this grant will be used to assist, promote, or deter union organizing;

8.12.2 Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
8.12.3 Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and

8.12.4 If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

8.13 Labor Code Requirements: Prevailing Wage
State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the California Wildlife Conservation Board and the California Department of Fish and Wildlife are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and to the Department of Industrial Relations (DIR) website at http://www.dir.ca.gov. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

8.14 Disposition of Equipment
Title or ownership of equipment with a unit cost of $5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by WCB's Grant Manager.

8.15 Informational Products
All informational products (e.g. data, studies, findings, management plans, manuals, photos etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Geoportal (http://portal.cis.ca.gov/geoportal/catalog/main/home.page), maintained by the California Department of Technology.

8.16 Non-Discrimination
During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of
the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

9. NOTICE OF AGREEMENT

The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for the Project Life.

10. AUTHORIZATION

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on November 21, 2019, the Board authorized the award of a grant of up to $562,210.00 to Grantee for the Project.

11. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Grantor and Grantee. Each party shall sign two original counterparts of this Agreement. Each fully executed counterpart shall be deemed an original. Grantee shall each receive one fully executed original and Grantor shall receive one fully executed original.

12. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

Exhibit A – Location Map  
Exhibit B – Budget  
Exhibit C – Disbursement Request Template  
Exhibit D – Final Cost Share Template  
Exhibit E – Work Plan
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

GRANTOR
STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: _______________________________ Date: ___________________________
   John P. Donnelly
   Executive Director

GRANTEE
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY/SAN BERNARDINO
COUNCIL OF GOVERNMENTS

By: _______________________________ Date: ___________________________
San Bernardino County Regional Conservation Investment Strategy,
Grant Agreement Number - WC1919CR
Project ID 2019071

Location Map
## EXHIBIT B
### BUDGET

<table>
<thead>
<tr>
<th>Applicant</th>
<th>San Bernardino County Transportation Authority (SBCTA) / San Bernardino Council of Governments (SBCOG)</th>
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<tbody>
<tr>
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<td>San Bernardino County Regional Conservation Investment Strategy (SBC RCIS)</td>
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<td>Project Initiation/Kick-Off</td>
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<td>2</td>
<td>Develop Workplan for SBC RCIS</td>
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<td>3</td>
<td>Prepare Administrative Draft SBC RCIS</td>
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<td>4</td>
<td>Prepare SBC RCIS</td>
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<td>5</td>
<td>Public &amp; Stakeholder Outreach</td>
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<td>Project Management and Administration</td>
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<td>Contingency</td>
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**DISBURSEMENT REQUEST TEMPLATE**

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<th>TOTAL COST</th>
<th>COST SHARE, CUMULATIVE**</th>
<th>WCB ALLOCATION</th>
<th>WCB PRIOR INVOICED AMOUNT</th>
<th>CURRENT WCB INVOICE</th>
<th>REMAINING BALANCE OF WCB ALLOCATION AVAILABLE FOR EXPENDITURE ON THIS TASK</th>
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Total Current Invoice: $ ( )
Less Retention*: $ ( )
TOTAL PAYMENT DUE: $ ( )

CURRENT RETENTION $ ( )
PREVIOUS RETENTION: $ ( )
TOTAL RETENTION WITHHELD TO DATE: $ ( )

Approved for Payment

By: ____________________________ Date: ________________

Printed Name: ____________________________

*Retention: Unless otherwise approved in advance by WCB, 10% of total current invoice will be retained by WCB until the end of the project.

Each Invoice/Disbursement request should be accompanied by the following:

1. A detailed statement of services for the period covered by the invoice (photos may also be included if appropriate).
2. Supporting or back-up documentation for all charges on the invoice, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all sub-contractor services.
3. Clearly reconcile all supporting documents and identify them with the charges reflected in the invoice if the attached supporting document includes a charge that will be reimbursed in part by the WCB and another funding source, clearly indicate the portion being paid by the WCB, and reconcile this amount with the invoice.
4. **Column: Cost Share, Cumulative; this column should include the total dollars for all cost share funds and in-kind services provided per invoice period, and should accumulate progressing forward with each invoice. Please refer to EXHIBIT D - FINAL COST SHARE TEMPLATE, and contact WCB Project Manager for additional questions.
# FINAL COST SHARE ACCOUNTING FORM

Letterhead (include Name, address, telephone, contact person name)

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<td>Beginning and End dates</td>
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<td>Amendments:</td>
<td>describe if any, along with date</td>
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<td>WCB Project Manager:</td>
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<td>Column contents should be identical to Grant, Exhibit B</td>
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<td>Column will be identical to Grant, Exhibit B</td>
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<td>Cost Share Source #2, Name</td>
<td>Cost Share Source #3, Name</td>
<td>Insert additional columns as needed</td>
<td>Total of all non-WCB charges to this task. This includes invoices or charges for the task item, attributed to another funding source partner.</td>
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** NOTES
1. This column will be the same as WCB Disbursement Template, "Cost Share, Cumulative", and should be identical to cost share presented in Grant Exhibit B.
2. Cost share backup documents to include: invoices, timesheets, or time estimates with justification. Grantee will keep backup documents for audit-ready files (backup documents will not be provided to WCB).
3. This EXHIBIT D - FINAL COST SHARE ACCOUNTING FORM should be included with the final invoice when work is completed, in advance of retention release invoice.
4. If Project has numerous partners with small cost share items, these may be consolidated into one column. Please discuss with WCB Project Manager.
WORK PLAN

San Bernardino County Transportation Authority/ San Bernardino Council of Governments (SBCTA/SBCOG), San Bernardino County, and Southern California Association of Governments (SCAG) have worked since 2016 to prepare and complete preliminary draft of the SBC RCIS. A complete preliminary draft of the SBC RCIS was prepared and distributed in December 2018 and was presented to the Environment Element Group (EEG) and the public during a formal public meeting on March 4, 2019. The preliminary draft SBC RCIS was prepared according to the 2017 CDFW RCIS Guidelines, and despite planning team efforts to submit the preliminary draft SBC RCIS prior to the March 30, 2019 grandfather date, it could not be submitted due to lack of sufficient funding. Therefore, revisions to the preliminary draft will be necessary in order to prepare a draft RCIS that meets current guidelines. Prop 68 funding will be used to complete the RCIS planning process according to the tasks described below.

Task 1. Project Initiation/Kickoff

SBCTA/SBCOG, in partnership with the other members of the SBC RCIS coordination team (i.e., the County of San Bernardino and SCAG), will execute the grant agreement and hold a grant kick-off meeting to initiate the project. Other project initiation tasks will include preparation of a detailed project schedule, reviewing the executed grant agreement, and establishing communications protocols.

To be completed: Detailed project schedule, executed grant agreement, kick-off meeting notes, list of prioritized action items, communications protocols

Task 2. Develop Workplan for the SBC RCIS

SBCTA/SBCOG, in partnership with the other members of the SBC RCIS coordination team (i.e., the County of San Bernardino and SCAG), will develop a master workplan for preparing the SBC RCIS under the grant agreement. Additionally under this task, SBCTA/SBCOG will use the master workplan to develop a Consultant scope of work and enter into an agreement with a qualified Consultant to support the coordination team in preparing the SBC RCIS.

To be completed: Master work plan

Task 3. Prepare Administrative Draft SBC RCIS

Under this task, the Consultant, as directed by the SBC RCIS coordination team, will update and revise the December 2018 preliminary draft SBC RCIS pursuant to current CDFW RCIS Guidelines (September 2018). As previously noted, the preliminary draft SBC RCIS was prepared according to the 2017 guidelines and a
number of refinements to the SBC RCIS are anticipated to be necessary to update the SBC RCIS to the current CDFW RCIS Guidelines. The major areas of update are related to the following topics:

• RCIS Area: As previously noted, the December 2018 preliminary draft SBC RCIS covers two subareas of San Bernardino County: the Valley and West Desert subareas. These subareas of were considered as highest priority for inclusion because these regions would benefit greatest from a coordinated regional conservation/mitigation strategy. The Valley and West Desert subareas of the County are geographically separated by the Mountain region. The Mountain region is topographically and ecologically distinct and separate from the Valley and West Desert subareas, and the Mountain region is primarily U.S. Forest Service lands managed according to an existing conservation strategy within approved Resource Management Plans. The current CDFW RCIS Guidelines state that "an RCIS area should be a complete, unfragmented geographic area"; therefore, the SBC RCIS coordination team will evaluate options to comply with this RCIS Area requirement. It is anticipated that the preliminary draft RCIS Area will need to be revised in order to address this issue, which would result in revisions to all mapping and analyses used in the preliminary draft.

• Consistency with HCPs, NCCPs, and Recovery Plans: To address consistency with HCPs, NCCPs, and Recovery Plans that overlap the SBC RCIS, the latest CDFW RCIS Guidelines call for a consistency comparison evaluating this RCIS conservation strategy with that of existing plans. As identified in the preliminary draft, the SBC RCIS currently overlaps one regional NCCP/HCP, two regional HCPs, 20 smaller HCPs, and recovery plans for 11 focal species.

• Focal Species List: The September 2018 CDFW RCIS Guidelines included a number of revisions as to how focal species lists are selected, and these modified guidelines require revisiting the SBC RCIS species list and selection process. Under the current guidelines, the RCIS shall include listed species, wide-ranging species, climate vulnerable species per the State Wildlife Action Plan (SWAP), and taxonomic group representatives. As a result of this new guidance, the planning team anticipates needing to revisit the focal species selection process and likely adding a number species to the focal species list. Additionally, revisions to the RCIS Area, as noted above, may necessitate focal species list revisions. Revisions to the focal species list will require modifications throughout the preliminary draft, including updated conservation goals and objectives, conservation actions, and prioritization, as well as new focal species accounts.
Incorporation of Best Available Scientific Information: Current CDFW RCIS guidelines require the use of best available scientific information, including the more recent version of CDFW's Areas of Conservation Emphasis (ACE) data. The preliminary draft SBC RCIS incorporated ACE-II datasets into the conservation strategy; however, CDFW issued new ACE-III data in 2018 that would need to be incorporated in the RCIS.

Incorporation of a Climate Change Vulnerability Assessment: The current CDFW RCIS guidelines call for preparation of climate change vulnerability assessment for focal species and natural communities addressed in the RCIS. Although climate change vulnerability was addressed in the preliminary draft, the SBC RCIS would require revision to address the latest guidelines pertaining to climate change.

Additionally, the preliminary draft will be revised to address EEG and public comments received to date on the December 2018 SBC RCIS, including comments received during the formal RCIS public meeting held on March 4, 2019. The Consultant, as directed by the SBC RCIS coordination team, will revise the December 2018 draft document as necessary based on the above to prepare an Administrative Draft SBC RCIS for review by the coordination team.

To be completed: RCIS area options evaluation memo, revised SBC RCIS boundary and mapping, Plan consistency memo, focal species selection memo, revised species list, new focal species accounts, climate change vulnerability assessment memo, and administrative draft SBC RCIS

Task 4. Prepare and Submit Draft SBC RCIS for CDFW Completeness Review

Based on input and comments from the SBC RCIS coordination team, the Consultant will revise the administrative draft document to prepare a Draft SBC RCIS. The Draft SBC RCIS and required application fee will be submitted to CDFW for their completeness review. Additionally, the Draft RCIS submittal will include a state goals letter from a state agency to CDFW requesting approval of the SBC RCIS.

To be completed: Draft SBC RCIS, application fee, and state goals letter.

Task 5. Prepare and Submit Public Draft SBC RCIS for Substantive Review

The Consultant, as directed by the SBC RCIS coordination team, will compile and address comments from CDFW's "completeness review" of the Draft SBC RCIS. The coordination team anticipates that the Draft SBC RCIS will require revisions based on CDFW's initial review prior to being deemed complete. The Consultant will revise the Draft SBC RCIS to prepare a Public Review Draft SBC RCIS for submittal and review by CDFW and the public.
To be completed: Public Review Draft SBC RCIS

**Task 6. Prepare Administrative Draft Final SBC RCIS**

Following closure of the public review period, CDFW will provide its full list of comments on the Public Review Draft SBC RCIS, and any outside comments received during the public comment period will also be submitted. The Consultant, as directed by the SBC RCIS coordination team, will compile and itemize comments, develop the preferred approach to addressing these itemized comments, and revise the Public Review Draft to prepare an Administrative Draft Final SBC RCIS. This Administrative Draft Final document will be provided to the SBC RCIS coordination team for a final review prior to preparing the Final document.

To be completed: Administrative Draft Final SBC RCIS

**Task 7. Prepare Final SBC RCIS**

Following review of the Administrative Draft Final document, the Consultant, as directed by the SBC RCIS coordination team, will prepare and submit the Final SBC RCIS to CDFW for approval.

To be completed: Final SBC RCIS and published E-Plan

**Task 8. Public and Stakeholder Outreach**

The Consultant and the SBC coordination team will engage in public and stakeholder outreach throughout the RCIS planning process to educate City staff, County staff, water districts, industry groups, environmental groups, other stakeholders, and the public about the uses and benefits of the RCIS and will incorporate their feedback. At every occasion, including at the recent March 4, 2019 RCIS Public Meeting, the EEG and the public have strongly expressed the need for additional and more frequent outreach and opportunities for input into RCIS preparation. As a result, the planning team has pledged to continue this ongoing outreach and public engagement.

A minimum of three EEG stakeholder meetings will be held during this planning process, which will involve approximately 1 week of staff time for each meeting preparing materials, leading the meeting, and compiling notes, comments, and action items. Approximately eight targeted interest group outreach webinars and in-person meetings will be conducted that will serve (either formally or informally) the function of a technical review team during RCIS development. Additionally, the Consultant will develop and host data and mapping information through a publicly accessible webbased mapping and sharing portal to provide a vehicle for stakeholder collaboration and information dissemination.
Additionally under this task, the Consultant and SBC coordination team will also conduct early coordination with State agencies to obtain the agency goals letter (support letter) necessary for submittal of the Draft SBCR RCIS to CDFW for completeness review.

To be completed: Handouts, presentations, agendas, participant lists, and meeting notes for 3 EEG meetings; 8 webinars/meetings with interest groups and technical review team; development and hosting of web-based data and mapping portal.

Task 9. Project Management and Administration

SBCTA/SBCOG and the Consultant will provide project management and administration throughout the term of the grant agreement. The Consultant will provide monthly progress reports, monthly invoices, and a final close-out report which SBCTA/SBCOG will use as input into their monthly reporting to the grant administrator. Additionally, the Consultant will provide all data and final document files to SBCTA/SBCOG at the completion of the grant agreement, which SBCTA/SBCOG may provide to the grant administrator upon request.

To be completed: Monthly progress report invoice packages, and close-out report, including geographic information system (GIS) database and final document files.
**Minute Action**

AGENDA ITEM: 11

**Date:** January 8, 2020

**Subject:**
Continuation of Victor Valley Transit Authority as the Consolidated Transportation Services Agency

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

Adopt Resolution No. 20-039 to continue Victor Valley Transit Authority’s designation as the Consolidated Transportation Services Agency for the Victor Valley and North Desert Measure I Subareas.

**Background:**
The State of California passed Assembly Bill 120, named Social Services Transportation Improvement Act, in 1979, promoting the creation of a Consolidated Transportation Services Agency (CTSA) to consolidate and coordinate human social services transportation. The purpose of a CTSA is to pursue a wide range of coordination strategies in order to improve the efficiency and cost effectiveness of transportation services to low mobility groups.

In 2015 Victor Valley Transit Authority (VVTA) submitted a technical paper to San Bernardino County Transportation Authority (SBCTA), requesting to be designated as the CTSA for the High Desert. The information submitted to SBCTA outlined VVTA’s commitment and ability to positively impact those who need this service. In June 2015, SBCTA adopted Resolution 15-003 which designated VVTA as the CTSA for the Victor Valley and North Desert Measure I subareas for the next four years. That resolution provided that VVTA could request the continuation of its designation as the CTSA.

During the past four years, VVTA has made great strides in providing CTSA services without additional allocations from Measure I, and by seeking competitive grant funding. During this time, VVTA’s CTSA has implemented several mobility management projects that benefit the residents of the Victor Valley and North Desert regions of San Bernardino County. The target demographics for these programs are disadvantaged communities; including seniors, disabled individuals and individuals with low incomes. The programs and their descriptions are as follows:

**Retired Vehicle Program**
This program aids VVTA’s regional nonprofits by allowing them to obtain wheelchair accessible vehicles with high passenger capacities that have been retired from VVTA’s fleet. Obtaining these vehicles as a donation enables these agencies to provide transportation services to their clientele, as well as a certain number of referred passengers from VVTA’s Direct Access service. This program was designed to increase the number of specialized transportation providers and mobility options in the High Desert and to help curtail the increasing demand for VVTA’s Direct Access service. VVTA donated 6 vehicles to nonprofit agencies in 2015; this number has risen to 14 vehicles as of October 2019, with more available donations anticipated in 2020.

*Entity: San Bernardino County Transportation Authority*
Retired Vehicle Maintenance Program
VVTA’s CTSA department moved forward in the development of the Maintenance Program dedicated to servicing the regional nonprofit, human services agencies who have partnered with VVTA to provide service to their clientele, who are often VVTA ADA-certified riders. To date, the maintenance services have been provided by a local vendor and currently maintain 14 vehicles that have been donated to our nonprofit partners.

Driver Training Program
This program provides assistance to VVTA’s regional nonprofits by training and certifying members of their staff to drive vehicles for their own transportation programs. This program, utilized in conjunction with the CTSA’s Retired Vehicle Maintenance Program, enables interested agencies and nonprofit organizations to obtain larger wheelchair accessible vehicles as donations from VVTA’s retired fleet, have their drivers trained to operate these vehicles, and ensure that those drivers maintain the appropriate licensing by participating in ongoing safety training and additional driver training as needed. In its first year, in 2015, five agencies took part in this training. There are 18 current nonprofit participants with 9 more scheduled within the next 12 months, for a total of 27 participating agencies.

Fare Media Scholarship Program
The CTSA’s Transit Fare Media Outreach and Educational Program is intended to assist nonprofit, human and social service agencies who serve individuals within disadvantaged communities and/or individuals with disabilities, seniors and low-income individuals. Through this program, these agencies can ensure their clients have access to public transportation so they can access vital medical, social and human services appointments. In 2015, $7,400 in passes were distributed to 7 organizations. These passes produced over 1,200 trips. To date, 8,389 passes have been distributed by 16 participating organizations, resulting in over 18,000 vital trips.

High Desert TRIP Mileage Reimbursement Program
In order to better serve the disabled and senior residents of the High Desert Region, VVTA initiated a volunteer driver program, called the Transportation Reimbursement and Information Program (TRIP). This program is modeled after the TRIP program operated by the Independent Living Partnership in Riverside County. TRIP allows seniors and disabled individuals to receive funds to reimburse a volunteer driver who provides them with transportation to vital medical, human services and social appointments. The program was started in 2015, with 7 individuals enrolled. To date, there are more than 125 participants.

Rural Agency Technical Assistance Program
VVTA’s CTSA department currently provides technical assistance and program oversight to two volunteer driver programs. These programs are operated by two nonprofit organizations based in the remote communities of Big River and Trona, California. VVTA assists the administrative staff of these nonprofits with budget, management, program oversight (e.g., providing direction when key program decisions need to be made), procurement of necessary vehicle insurance, and development of program policies and procedures. The programs Big River and Trona have offered average approximately 1,600 trips a year for local residents.

San Bernardino County Transportation Authority
Travel Training
The VVTA Travel Training Program is a mobility facilitation program that has been developed to enhance mobility for seniors and disabled individuals. The program is a client specific, needs-based program that is structured to aid these individuals on a group or one-on-one basis, and ensures the transportation needs of these community members are addressed. In its first year, 14 individuals were trained. To date, 66 individuals have been trained and a cumulative 15,962 trips have been taken. These are trips that would have otherwise been taken on complementary paratransit. Not only does using fixed routes offer these individuals more flexibility and freedom, it also has saved VVTA more than half a million dollars in ADA-associated expenses.

Travel Trainer Certification Program
VVTA offers certification training to other agencies. The purpose of this program is to educate the participating staff from other agencies about the services offered by VVTA. The program trains these individuals to assist their clientele in the efficient use of VVTA fixed route and other services. Once certified, these Travel Trainers receive a certificate and a Travel Training identification card.

To date, there are more than 20 Certified Travel Trainers who assist their clientele and community members on how to successfully use VVTA’s fixed route system and other VVTA services.

Travel Training/Multimedia Presentation Coach
With the support of grant funds, VVTA’s CTSA created a Travel Training Bus by modifying a retired VVTA bus. The bus is used for educational outreach: providing informational presentations along with tangible experience, which familiarizes prospective riders with a real “bus experience”. This alleviates fears and enhances knowledge and comfort levels. In 2015, 14 Travel Training Orientations occurred, resulting in 265 individuals trained. Since 2015, there have been 70 Orientations with 1,240 customers reached.

Upcoming Projects
VVTA is in its final stages to launch a Transportation Brokerage Program. This program is available to recipients of the Vehicle Donation Program and will allow nonprofits to provide rides to VVTA’s ADA clientele and be compensated a flat rate, which is a much lower cost than VVTA’s current ADA service. The goal of this program is to increase transportation options in the Victor Valley while simultaneously reducing ADA expenses for the agency.

VVTA does understand that with this re-designation there is no additional Measure I funding or guarantee of other funding over which the SBCTA Board of Directors has allocation authority. Unlike in the Valley subarea, where the Measure I 2010-2040 Expenditure Plan designated at least 25% of the Valley Senior and Disabled Transit Program funds (2% of the revenue collected within the Valley) be made available for the creation and operation of a CTSA, there is no such requirement in the Victor Valley or North Desert subareas. Transit operator allocations are presented to the SBCTA Board of Directors for approval on an annual basis. It has been practice in the past to allocate all Senior and Disabled Transit Program funds available to the transit operators in the Victor Valley and Rural/Mountain Desert subareas, but it is not a requirement of Measure I.
On December 6, 2019 Victor Valley Transit Authority requested a permanent designation as the CTSA for the Measure I subareas shown in Exhibit A. Subsequently, staff presented this information to the Transit Committee on December 12, 2019. Unlike the San Bernardino Valley subarea in the current Measure, there is no CTSA designated funding set aside for the Victor Valley and North Desert subareas. All Measure I Senior and Disabled funds are currently passed directly to VVTA where they have been used for CTSA activities. SBCTA staff is supportive of this designation as VVTA continues to work effectively as the CTSA. Staff will continue to monitor their activities and if at a later time SBCTA feels that they are not meeting the needs of their subareas, the SBCTA Board of Directors can adopt a resolution removing this designation. Additionally if any new Measure I is approved with CTSA funds set aside, SBCTA can create a contract that will mirror Omnitrans’ CTSA contract which designates roles and responsibilities related to CTSA activities and CTSA designated funding. Staff is requesting that the Board adopt Resolution 20-039, which permanently designates VVTA as the CTSA for the Victor Valley and North Desert Measure I subareas.

Financial Impact:
This item is consistent with the Fiscal Year 2019/2020 budget.

Reviewed By:
This item was reviewed and unanimously recommended for approval by the Transit Committee on December 12, 2019. SBCTA General Counsel has reviewed this item and the resolution.

Responsible Staff:
Nancy Strickert, Transit Program Manager
RESOLUTION NO. 20-039

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY TO CONTINUE DESIGNATION OF VICTOR VALLEY TRANSIT AUTHORITY AS THE CONSOLIDATED TRANSPORTATION SERVICES AGENCY FOR THE VICTOR VALLEY AND NORTH DESERT MEASURE I SUBAREAS.

WHEREAS, Section 6680 of Title 21 of the California Code of Regulations provides that Consolidated Transportation Services Agencies are to be designated by the county transportation commissions within the area of the Southern California Association of Governments; and

WHEREAS, San Bernardino County Transportation Authority ("SBCTA") has all the rights and powers of a county transportation commission pursuant to Public Utilities Code §130809; and

WHEREAS, pursuant to Government Code Section 15975 SBCTA may designate more than a single agency as a CTSA if improved coordination of all transportation services required by social service recipients is demonstrated within the geographic area; and

WHEREAS, Government Code Section 15952 (a) states that “Centralized administration of consolidated social service transportation services shall utilize, to the maximum extent possible, existing public and private administrative capabilities and expertise”; and

WHEREAS, SBCTA’s 2007 Public Transit-Human Services Transportation Coordination Plan identified as a local circulation strategy priority implementation of a CTSA to support senior, disabled and low-income services in the Victor Valley; and

WHEREAS, there is no specific set-aside of Measure I for CTSA purposes in the Victor Valley and Rural Mountain/Desert Measure I subareas; and

WHEREAS, the SBCTA Board currently allocates all Measure I Senior and Disabled Transit Program revenue to the transit operator in the specific Measure I subarea; and

WHEREAS, on June 3, 2015, the SBCTA Board adopted Resolution 15-003, designating VVTA as the CTSA for the Victor Valley and North Desert Measure I subareas for the term of four years; and

WHEREAS, VVTA has continued to work in the capacity as the CTSA since June 3, 2015, and has successfully performed as a CTSA in the Victor Valley and North Desert Measure I subareas; and

WHEREAS, SBCTA desires to designate VVTA as a CTSA; and

NOW, THEREFORE BE IT RESOLVED by the San Bernardino County Transportation Authority that:
Section 1. VVTA is designated as a CTSA for the Victor Valley and North Desert Measure I subareas (Subareas) as shown in the map attached to this resolution as Exhibit A.

Section 2. SBCTA reserves the right to revoke CTSA status should it determine VVTA has failed to maintain an acceptable level of service.

Section 3. SBCTA will conduct a review of VVTA’s CTSA activities and performance on an annual basis.

Section 4. Exhibit A depicting the Subareas is attached to and made a part of this Resolution.

Section 5. This resolution is effective upon its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on January 08, 2020.

Darcy McNaboe, President

ATTEST:

Marleana Roman
Clerk of the Board
Minute Action

AGENDA ITEM: 12

Date: January 8, 2020

Subject: Needles Short Range Transit Plan

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

Approve the Needles Short Range Transit Plan 2020-2025.

Background:
San Bernardino County Transportation Authority (SBCTA) requires each transit agency to prepare a Short Range Transit Plan (SRTP), which is a multi-year operating and capital plan. The SRTP provides information on the transit services provided, their performance, any needs and deficiencies, and a proposed plan for the operations and capital investments covering the next five years. The City of Needles (City) SRTP is for Fiscal Year (FY) 2019/2020 to FY 2024/2025.

Summary of Existing Transit Services and Performance
The City operates the following public transportation services:

1. **Needles Area Transit (NAT)** is the primary local public transportation provider in the City. NAT operates one (1) deviated fixed route service on one-hour headways. The route includes two loops, both beginning and ending at the Chamber of Commerce on G Street at Broadway. The first loop is the West Loop with stops at the Elks Lodge, Needles Regional Senior Center, Colorado River Medical Center, Needles Branch Library, and the Sheriff’s Department. The second loop is the North-South Loop with stops at Carl’s Jr. and Best Western Hotel. NAT runs Monday through Friday from 7:00 a.m. to 6:55 p.m. and on Saturday from 10:00 a.m. to 4:55 p.m.

2. **Needles Dial-a-Ride**, also known as the Senior Shuttle, provides curb-to-curb service for persons age 55 and over and for persons with a disability that limits mobility. Service is provided Monday through Friday beginning at 9:00 a.m. with final drop-off at 1:00 p.m. Trips are scheduled on a reservation basis with same-day trips scheduled after 8:30 a.m. Needles Dial-a-Ride provides trips within City limits but can transport passengers outside City limits through special requests.

3. **Needles Dial-a-Ride (DAR) Medical** is a service provided twice a week on Tuesday and Thursday, available to the general public on a first-come, first-served basis strictly for medical appointments in the Bullhead City, Arizona area. Service is by advance reservation and requires advance payment of fares. Prospective riders are asked to schedule medical appointments accordingly.

4. **Shopper Shuttle Pilot Program** is a service provided once a week on Wednesdays, departing the El Garces Intermodal Transportation Facility’s west parking lot at 8:15 a.m. The Shopper Shuttle stops at the Walmart Supercenter, Safeway, Smith’s and CVS in Fort Mohave. The Shopper Shuttle returns to the City at approximately 12:30 p.m., dropping passengers at their residence. Passengers schedule a reservation up to 11:00 a.m. on the

Entity: San Bernardino County Transportation Authority
Tuesday prior. Round trip fare costs $9.00; however, at this time trips are fully subsidized by donations as the City secured a total of $1,900 in donations to offer fully subsidized trips.

Like all transit agencies across the country, City of Needles Transit Services has seen a decline in ridership. However, in FY 2018/2019 their transit service saw a 12.7% increase from the previous year (Ridership FY 2017/2018 - 28,470 to FY 2018/2019 - 32,624). This also translated into an increase in their system wide farebox recovery to 11.1% in FY 2018/2019. This was in part due to a small fare increase to their fixed route service (NAT), approved by the City of Needles City Council as well as the Low Carbon Transit Operations Program (LCTOP) project conducted by SBCTA. This project created marketing material for the mountain/desert transit agencies as well as provided fare subsidies to their riders. The City continues to see success as the ridership for the first quarter of FY 2019/2020 has continued to see an increase.

The City does see issues with their DAR Medical program. This program was started to help seniors and disabled more effectively get to their medical appointments in Arizona since medical services are limited in the City. The cost is modest to operate ($32,045), however the number of riders is small (142 annually) and this translates to a cost of $225.67 per passenger. As part of the Proposed Transit Services, the SRTP will address this issue.

Summary of Proposed Transit Services
The City does not generate enough Local Transportation Funds (LTF) to cover its operating expenses. Through the SRTP and allocation process, the SBCTA Board of Directors approves supplementing the City’s operations with State Transit Assistance (STA) funds. This funding comes from the mountain/desert population share, which doesn’t affect other operator allocations as it is a small amount dispersed over a five-year period.

With this in mind, there are only four financially constrained recommendations for City of Needles Transit Services:

1. **Ft. Mohave/Bullhead Limited Stop Pilot** - Due to the closure of the only grocery store in the City, many expressed the need to travel into Fort Mohave to access fresh groceries. Thus, the City initiated a Shopper Shuttle Pilot service on July 2019 as a direct result of outreach efforts conducted during the development of this SRTP. In an effort to sustain DAR Medical and create an opportunity for the City’s residents to access fresh groceries, this plan recommends consolidating DAR Medical and the Shopper Shuttle Pilot to the Fort Mohave/Bullhead Limited Stop Pilot (or Ft. Mohave/Bullhead Limited) route. This pilot route will operate twice a week on a reservation basis and allow the City’s residents to travel to services and shopping available to them in Fort Mohave.

2. **Bus Stop Improvements** – NAT has 33 bus stops for its Fixed Route services. Due to extreme weather, this SRTP recommends improving bus stops to include a shelter, bench and trash receptacle. The goal is to improve all 33 bus stops within the NAT service routes.

3. **Zero Emission Bus (ZEB) Rollout Plan** – The City is required to submit a ZEB Rollout Plan to the state by July 1, 2023 which is within this SRTP cycle. SBCTA is conducting a ZEB plan specific to the needs of transit operators in San Bernardino County. The outcomes of this study will assist the City in preparing for operating electric vehicles.

4. **Replacement Vehicles** - NAT (Fixed Route service) will need to replace their two vehicles in FY 2022/2023.

San Bernardino County Transportation Authority
Summary of Financial Plan

The total operating and capital expense for the current five-year period is projected to be $3,273,938 and $265,000, respectively, to be funded as shown in Table 1.

Table 1 – Revenue Summary by Funding Source (FY 2019/2020-FY 2024/2025)

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>Total Operating Revenue</th>
<th>Total Capital Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Transportation Funds</td>
<td>$1,372,434</td>
<td></td>
</tr>
<tr>
<td>State Transit Assistance – Operators</td>
<td>24,408</td>
<td></td>
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<tr>
<td>State Transit Assistance – Population</td>
<td>$1,160,726</td>
<td>$205,000</td>
</tr>
<tr>
<td>Passenger Fares</td>
<td>$283,202</td>
<td></td>
</tr>
<tr>
<td>FTA Section 5311</td>
<td>$242,843</td>
<td></td>
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<tr>
<td>Measure I Senior and Disabled</td>
<td>$76,896</td>
<td></td>
</tr>
<tr>
<td>LCTOP</td>
<td>$52,320</td>
<td></td>
</tr>
<tr>
<td>Other Local Funds</td>
<td>$61,109</td>
<td>60,000</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$3,273,938</strong></td>
<td><strong>$265,000</strong></td>
</tr>
</tbody>
</table>

During the prior SRTP period (FY 2015/2016 – FY 2019/2020), the plan indicated that for a five-year period, the City would need $2,795,323 to provide service and purchase vehicles. The City was able to find cost saving measures as well as grant opportunities which translated to the City only needing 91.23% of their original request and saving approximately $245,195.

The approval of the SRTP will result in the authorization to program the proposed five-year operating and capital projects in the Federal Transportation Improvement Program (FTIP) and keep them in compliance with Federal, State and local requirements. Annually, an allocation will be brought to the Transit Committee and Board of Directors prior to any disbursement of these funds.

**Financial Impact:**
This item is consistent with the Fiscal Year 2019/2020 budget.

**Reviewed By:**
This item was reviewed and unanimously recommended for approval by the Transit Committee on December 12, 2019.

**Responsible Staff:**
Nancy Strickert, Transit Program Manager
Minute Action

AGENDA ITEM: 13

Date: January 8, 2020

Subject: 2020 Transit and Intercity Rail Capital Program Grant Requests

Recommendation:
Receive an update on the 2020 Transit and Intercity Rail Capital Program grant requests for projects in San Bernardino County.

Background:
The California State Transportation Agency (CalSTA) is soliciting grant applications for the 2020 Transit and Intercity Rail Capital Program (TIRCP). The TIRCP was enacted to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that modernize California’s intercity rail, bus (including feeder buses to intercity rail services and vanpool services that are eligible to report as public transit to the Federal Transit Administration), ferry and rail transit systems to achieve all of the following policy objectives:

- Reduce emissions of greenhouse gases
- Expand and improve transit service to increase ridership
- Integrate the rail service of the state’s various rail operations, including integration with the high-speed rail system
- Improve transit safety

Additionally, it has a programmatic goal to provide at least 25 percent of available funding to projects that provide a direct, meaningful and assured benefit to disadvantaged communities.

The TIRCP continues to get funding through the Cap and Trade Program as well as Senate Bill 1, the Road Repair and Accountability Act of 2017. There have been three prior cycles of TIRCP funding in which CalSTA awarded $5.3 billion in funding to 56 projects throughout the state. It is important to note that the 2020 call for projects is anticipated to only have $400-$500 million available, compared to $4 billion in the last round. In previous cycles, San Bernardino County Transportation Authority (SBCTA) was successful in securing TIRCP funding for the Redlands Passenger Rail Project and the Zero-Emission Multiple Unit (ZEMU) conversion effort with awards of $9.2 million and $30 million, respectively. In addition, the Southern California Regional Rail Authority (SCRRA) was successful in securing an $876 million grant for the Southern California Optimized Rail Expansion (SCORE) program, to increase reliability and frequency throughout the Metrolink System, including funding for a siding project west of the Rancho Cucamonga Station on the San Bernardino Line. Included in the 2018 SCORE request was funding for a portion of the San Bernardino Line, Lilac to Rancho Double Track Project, but it did not receive funding. In 2018, the Los Angeles County Metropolitan Transportation Authority (LA Metro) was successful in securing a $290 million TIRCP grant for the Gold Line Phase 2B Project, of which $41 million was identified for work in San Bernardino County for the extension to Montclair. While the portion of the Gold Line Phase 2B Project between Pomona and Montclair has been delayed due to the need for additional funding, SBCTA staff is not

Entity: San Bernardino County Transportation Authority
recommending the $41 million of TIRCP awarded to San Bernardino County for the extension in 2018 be deprogrammed or returned to the state.

As part of the 2020 programming cycle, CalSTA is required to approve a new five-year program of projects no later than April 1, 2020. The 2020 TIRCP grant cycle will program projects starting with the 2020/2021 fiscal year and ending with the 2024/2025 fiscal year. The new program cycle will include previously awarded and active Cycle 3 projects that have not been fully allocated by the end of the 2019/2020 fiscal year, and projects selected with the 2020 planning cycle. The 2020 TIRCP guidelines focus heavily on jobs and housing.

Below is a summary of the proposed 2020 grant applications for projects that SBCTA is aware of in San Bernardino County as well as updated information regarding their statuses:

- SBCTA is preparing a combined application for the West Valley Connector/Zero-Emission Bus Initiative. The local matching funds will come from Measure I San Bernardino Valley Express Bus & Bus Rapid Transit Service Program funds previously allocated to the West Valley Connector Project. The plan is to highlight the West Valley Connector as the project kicking off the county-wide Zero-Emission Bus Initiative in San Bernardino County.

- Metrolink is considering requests for 9 SCORE projects, which includes a $41 million request for the Lilac to Rialto Station portion of the Lilac to Rancho Double Track Project on the San Bernardino Line. They were also considering a request for the $60 million Enhanced Metrolink Service project between Pomona and Rancho Cucamonga, discussed during the November 2019 SBCTA Transit Committee Meeting and included on the December 2019 SBCTA Board of Directors agenda, utilizing ZEMU vehicle technology. If successful, matching funds for the Enhanced Metrolink Service project were planned to come from future Metrolink Capital Program funds. In addition, SBCTA staff proposed that operating costs for the shuttle service between Pomona and Rancho Cucamonga would be apportioned based on route miles serviced rather than the formula currently used to apportion operation costs for the larger Metrolink San Bernardino Line. It is likely that SCRRA will not pursue a TIRCP grant for this effort, but is looking at other opportunities to enhance service on the line.

- The Victor Valley Transit Authority was working with Virgin Trains to submit an application for a rail/bus maintenance facility and 3 buses to create 3 new express routes to meet the train from various locations. They anticipated a $30 million to $50 million request. Since there is a geographic equity component to how the TIRCP funds are awarded, SBCTA staff was concerned this project could compete against other priorities. VVTA has decided not to pursue a 2020 TIRCP application for this project.

The 2020 TIRCP applications are due on January 16, 2020. CalSTA is expected to announce the awards on April 1, 2020.

Financial Impact:
This item is consistent with the Fiscal Year 2019/2020 budget.
San Bernardino County Transportation Authority
Reviewed By:
This item was received by the Transit Committee on December 12, 2019. SBCTA General Counsel has reviewed this item.

Responsible Staff:
Carrie Schindler, Director of Transit and Rail Programs
**Minute Action**

**AGENDA ITEM: 14**

**Date:** January 8, 2020

**Subject:**
Redlands Passenger Rail Project - Change of Arrow Service Operator

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

Transfer the operation and maintenance of the Arrow hybrid-rail vehicles for the Arrow service, from Omnitrans to Southern California Regional Rail Authority, as the Federal Railroad Administration identified railroad of record and the current commuter rail service provider in San Bernardino County, contingent on the acceptance of that role by Southern California Regional Rail Authority.

**Background:**
In November 2015, the Redlands Passenger Rail Project (RPRP) Operations and Vehicle Study (Study) was presented to the San Bernardino County Transportation Authority (SBCTA) Board of Directors, identifying possible operating structures to support the future blended service being brought forth through delivery of the RPRP. The weekday blended service includes Southern California Regional Rail Authority (SCARRA) providing one (1) round-trip “express” Metrolink service train during peak periods between the Downtown Redlands Station, San Bernardino Transit Center (SBTC) and Los Angeles Union Station, using a conventional SCRRA consist. The express operation would be in addition to the Arrow service which consists of twenty-five (25) hybrid-rail, or Diesel Multiple Unit (DMU), round trips between the SBTC and University Station in Redlands.

Five organizational structures were reviewed with different responsibilities being held by SBCTA, SCRRA and Omnitrans. The different scenarios are listed below with the associated annual operation and maintenance costs:

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Maintenance of Way</th>
<th>Dispatch</th>
<th>Maintenance of Equipment</th>
<th>Rail Operations</th>
<th>Annual Costs 2015 $ (millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SCRRA</td>
<td>SCRRA</td>
<td>SCRRA</td>
<td>SCRRA</td>
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<tr>
<td>2</td>
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<td>SBCTA</td>
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<tr>
<td>3</td>
<td>SBCTA</td>
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<td>$9.3</td>
</tr>
<tr>
<td>4</td>
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<tr>
<td>5</td>
<td>SCRRA</td>
<td>SCRRA</td>
<td>Omnitrans</td>
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</tr>
</tbody>
</table>

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

*Entity: San Bernardino County Transportation Authority*
Based on these evaluation factors it was determined that using SCRRA as the managing agency for maintenance of way and dispatching services was ideal due to economies of scale and cost savings associated with using SCRRA’s positive train control (PTC) system. Nine miles of additional railroad could easily be incorporated into SCRRA’s maintenance and inspection responsibilities with limited additional staff needed. Costs associated with developing and installing a stand-alone PTC system far exceeds the costs to adopt SCRRA’s existing system. Based on this determination, Scenarios #3 and #4 were dropped from consideration.

From the remaining scenarios, it was recommended that Scenario 5 with Omnitrans as the operator and maintainer of the Arrow service, be implemented primarily due to the benefit of maintaining local control of a service that would be solely within San Bernardino County. Not only would it set the groundwork for future intra-county rail service to be managed locally, staff identified additional benefits such as Omnitrans’ ability to integrate bus service and Arrow service as well as allowing the prioritization of funding between transit and rail, within one organization. It was also expected that the cost for Omnitrans to operate the Arrow service would be substantially lower than it would be for SCRRA. Another factor related to staff’s recommendation was SCRRA’s reluctance to allow DMUs to operate on their mainline as the vehicle required a Federal Railroad Administration (FRA) waiver related to crashworthiness. Based on the technical analysis and key evaluation criteria discussed above, staff recommended SBCTA begin negotiations with SCRRA and Omnitrans on the necessary agreement supporting Scenario 5. The three-party agreement implementing the above strategy was approved by the SBCTA Board of Directors in December 2018.

Over the last year, SCRRA became amenable to using DMUs as part of an integrated fleet approach. In January 2019, the FRA determined that the DMU is a compliant vehicle and no longer requires a waiver for it to be operated intermixed with larger locomotive hauled coaches or freight trains. Other member agencies of SCRRA have expressed interest in expanding the use of DMUs. The Los Angeles County Metropolitan Transportation Authority (LA Metro) approved studying the use of DMUs on the Antelope Valley Line and staff from Riverside County Transportation Commission has expressed interest in using the DMUs on the Perris Valley Line. In addition, SBCTA staff is proposing the use of DMUs between Pomona in Los Angeles County and Rancho Cucamonga in San Bernardino County.

Staff has recognized that there is duplication of efforts and inefficiencies as we have worked with Omnitrans to implement the Arrow service on a system that will ultimately be maintained, dispatched and regulated by Metrolink as the railroad of record for the FRA. Under Scenario 5, Omnitrans has been creating a stand-alone service, with marketing, FRA regulatory compliance, National Transit Database (NTD) reporting, and third-party operating and equipment maintenance contractor oversight functions. Omnitrans also has safety, customer service and customer information duties that would need to be expanded to support the Arrow operation. All of these functions are also currently being performed by SCRRA on their existing system and will be performed as well by SCRRA for the Metrolink overlay service between Downtown Redlands and the SBTC. In addition, it has been challenging to develop a proposed Arrow fare structure that will work well for Omnitrans and align with Metrolink’s fare structure, while also prioritizing the customer experience. In summary, there is much duplication when it comes to development of the required operating plans, communication systems, information technology support services, and schedule modeling.

San Bernardino County Transportation Authority
The change in Arrow operator from Omnitrans to SCRRRA will result in the new service being an incremental cost increase to the Metrolink operation, rather than a stand-alone increase. The economies of scale suggest that the activities could be performed more efficiently by adding Arrow service as an incremental cost to existing SCRRRA services. This approach has been verified in independent cost estimates prepared collectively by the Omnitrans and SBCTA teams, which are exceeding the estimates provided in the Study. Based on a series of meetings between SBCTA, Omnitrans, Stadler US, Inc., FRA and SCRRRA staff, the expected impacts due to a change in Arrow operator from Omnitrans to SCRRRA are as follows:

**Revenue Service Date**

The change in operator is not expected to impact or delay the revenue service date. The construction of the mainline, Arrow Maintenance Facility and the manufacturing of the equipment will continue as currently scheduled. Based on our current master schedule, Omnitrans planned to begin the third-party operator solicitation in early 2020, with a late 2020 award date. This schedule would have provided approximately one (1) year for contractor mobilization and training. SCRRRA is already in the process of evaluating the bids for a new third-party contractor, with an expected award in first quarter of calendar year 2020; several months earlier than the Omnitrans schedule. Having the larger SCRRRA third-party contract also means the contractor will bring more resources to the project. These two factors will provide more time for operator and mechanic training on the vehicles than originally anticipated under the Omnitrans third-party solicitation schedule.

**Dispatching**

Dispatching of the RPRP service area will not be affected by the change in operators. SCRRRA is under contract to provide dispatching services (along with timetable and other operating documents) for the operation as part of the San Gabriel Subdivision operation.

**Positive Train Control (PTC)**

The use of the PTC system along the RPRP service area and installation in the DMU vehicles will not be affected by the change in operators. SCRRRA is under contract to provide PTC for the route and in the vehicles. They have been working on dispatching services (along with timetable and other operating documents) for the operation as part of the San Gabriel Subdivision operation.

**Maintenance of Way (MOW) (including structures and signals)**

MOW for the RPRP service area will not be affected by the change in operators. SCRRRA is under contract to provide MOW services for this service area.

**Mainline Construction**

The change in operators is expected to have a very minor impact on construction of the mainline and stations. The change will not materially affect the mainline design as it is being built to SCRRRA standards. SCRRRA was already planned to be the right-of-way maintainer, which will not change due to a transfer of operator. Any changes in branding are expected to have minor impact in the signage. The project team has been working with SCRRRA for several months to ensure continuity in signage composition region wide. There is a potential for small credits from the elimination of duplicative signage.
Customer Information System/Passenger Information System (CIS/PIS)
The CIS/PIS architecture will remain the same, with the Omnitrans communication system expected to be removed from the contract. SCRRA will need to determine the location where security camera footage is to be managed, as it is currently planned to be managed by Omnitrans at the SBTC.

Arrow Maintenance Facility (AMF)
The AMF was conceived as a small facility intended to support a DMU fleet of six (6) two-car consists or some combination of two-car and four-car consists. Working with SCRRA, staff has reviewed the requirements of the facility in consideration of a single operator. It was decided to eliminate the operations building, as those functions (train crew reporting and third-party contractor administration) could be handled from the SCRRRA crew house at the SBTC. In addition, the review identified other cost reductions such as removal of irrigated landscaping and the washing pad. The credits from the review allow for the purchase of portable car lifts within the project budget. The purchase of these lifts had previously been assigned to the future third-party operations and maintenance contractor which will no longer be procured. To implement the proposed service between Pomona and Rancho Cucamonga, two (2) additional vehicles would be necessary which will meet the design limit of the AMF. It is understood that should the overall DMU fleet grow beyond the size noted above, additional maintenance facility area would be required.

Passenger Vehicles
The change in operators is not expected to have an impact on the manufacturing or delivery of the three (3) DMUs already in production. Omnitrans and SCRRA staff have been involved in the development of the vehicles’ operating cab and the on-board systems, including PTC. The various materials, including color schemes, were previously approved and changes to the branding, which are described in greater detail below, may have a cost and schedule impact.

Branding
Staff has met with SCRRRA to review the Arrow service branding and how it will mesh with the existing Metrolink branding. SCRRRA is considering continuing the use of the Arrow branding, potentially as a sub-brand to the larger Metrolink brand. SCRRRA is aware that most of the graphics on the cars are decals that have not been produced at this time and can be easily revised. SCRRRA staff is comfortable with the interior components such as flooring, tabletops and seat fabric which have been ordered. The car bodies are in production and approximately half of the vehicles have been painted. SCRRRA has noted that the colors on the car are very close to the current Metrolink palette. Staff is investigating if minor changes to the tone of the blue and green are possible and what the potential impacts to costs and delivery schedule might be. It is expected that if changes are minor and do not require any major changes to the branding, or the exterior and interior of the vehicles, the delay in production and delivery will be small. The vehicle manufacturer, Stadler USA, Inc., has cautioned SBCTA that moving forward with the current design is necessary in order to maintain the delivery schedule that has been proposed.

Fare Collection/Ticket Vending Devices (TVD)
SBCTA, Omnitrans and SCRRA are in discussion regarding the fare structure. These discussions will continue as the Arrow service market is different than the SCRRRA market. SBCTA has planned to use SCRRRA TVDs at all the Arrow service area stations. SCRRRA planned to place a
TVD on the platform at the Downtown Redlands Station to service the Metrolink “express” train. The change in operators would mean that SCRRA TVD’s would be on all platforms and their back office and banking services for ticketing would be used.

**Staffing (Omnitrans and SCRRA)**
Omnitrans has developed a Rail Department with expertise in passenger rail operations and safety. The current department consists of a Rail Director, a Safety and Regulatory Compliance Officer, and an Analyst. It is expected existing staff members will have the option of assuming similar positions with SCRRA as part of the transfer of operations.

At this time, SCRRA does not expect to increase staffing due to the dispatching and maintenance of the RPRP service area as it is only a 9 mile stretch in a system that is over 530 miles long. However, this will be monitored as the service is implemented. The operating estimates for the Arrow operation assumed an operating staff of sixteen (16), a mechanical staff of six (6), a supervisory staff of five (5) and an administrative assistant. It is expected that SCRRA will require the same level of operating and mechanical staff, but fewer supervisory staff due to the duplication of duties.

**Liability Insurance**
Insurance is one of the largest single expenses for a new service. The Study assumed annual liability insurance costs would be $750,000 in 2015 dollars, based on other similar operations. While the Study increased this estimate in Scenario 2 and 3; acknowledging SBCTA would be entering the operating realm with no previous history of operations, it did not expect the cost for Omnitrans to be substantially higher due to their lack of rail operating history. However, the cost of liability insurance for Omnitrans to introduce rail operations is $2.75 million in 2019 dollars. Without a history of operating a passenger rail service, it is difficult for the brokers to have the data necessary to accurately determine (and thus price) the risk. Omnitrans has a good safety record with their fixed route operations and a good history of successful passenger operations. However, the risks associated with operating a rail service are noticeably greater than a bus operation. SCRRA has a long record of safe passenger rail operations developed over a quarter of a century. Until Omnitrans can establish an independent record of rail safety, the agency will have higher risk premiums than SCRRA. Another factor is that the premiums for a stand-alone service are greater on a per mile basis, then when the premiums are applied over a larger system.

**Next Steps**
The change in operators requires a number of determinations be made in the next few months. These determinations will be coordinated by the Rail Activation Committee, which will be comprised of agency, contractor and consultant staff members as necessary. Some of the issues to be addressed will be:

- AMF construction credits
- Mainline construction credits
- Final scope for the operation and maintenance of DMU’s for the SCRRR Bundled Contract
- Begin Rail Activation Committee
- Termination of the three-party Operations & Maintenance (O&M) agreement and execution of a two-party O&M agreement
- Determine any changes in branding of the service
- Determine any changes in exterior or interior graphics of the vehicles

San Bernardino County Transportation Authority
• Determine any changes to interior finishes of the vehicles
• Determine ticketing types, transfer policies and fares

Federal Railroad Administration (FRA)/California Public Utilities Commission (CPUC)
The FRA and CPUC are aware of the change in Arrow operators. The FRA has indicated that the agency’s New Start Matrix, a checklist for new railroad operators, will not be required, as SCRRA is already in operation. The FRA has recommended that staff use the checklist to ensure that all the regulatory requirements have been met. SCRRA will be conducting much of this work in conjunction with the implementation of the new Bundled Contract. CPUC jurisdiction is focused on grade crossing safety and is not affected by the change in operators.

Funding
The three-party O&M agreement provides for SBCTA to fund the operation of the Arrow, including staffing, MOW, dispatching and operations. Under the agreement, Omnitrans prepares an annual budget, which is then approved by SBCTA. SBCTA reserves that amount and pays Omnitrans for the operation based on the same procedures used to fund other Omnitrans services. In Fiscal Year (FY) 20, the Omnitrans allocation is $636,000. This amount was paid to Omnitrans at the beginning of the FY. The account is reconciled at the end of the year, or when a new agreement becomes effective; at which time the remaining funds will be returned to SBCTA within 30 days of the termination of the current three-party agreement and signing of the new two-party agreement.

Three-party O&M Agreement
SCRRA, SBCTA and Omnitrans have entered into an agreement (Contract No. 17-1001641) for the operations, maintenance of way, maintenance of equipment and dispatching for the Arrow service. This agreement will be modified to remove the references to Omnitrans and assign that agency’s duties to either SCRRA or SBCTA as appropriate. The allocation of funds for the maintenance of way, dispatching, PTC, staffing, etc. would remain as described in the existing agreement. The current Omnitrans Rail Department staff would be transferred to SCRRA within thirty (30) days of the agreement being approved by the Board of Directors of the involved agencies. Staff is assuming that a draft of the revised agreement would be ready for legal review within 90 days of receiving Board direction.

SCRRA position
SCRRA staff has been extremely cooperative and forthcoming in providing data and expertise in the exploration of the change in operators. From the SCRRA point of view, the RPRP has always been an extension of the San Gabriel Subdivision operation and the San Bernardino Line. The assumption of the Arrow passenger operation is seen as a natural progression in the development of the regional rail network.

Based on the results of meetings with SCRRA staff and RPRP consultants, SBCTA staff is recommending that SCRRA assume the role of operating and maintaining the Arrow hybrid-rail vehicles as an extension of the San Bernardino Line. This recommendation is due to the expected lower overall operating costs, the ability to combine administrative functions, and greater efficiency in the development of transit schedules and commuter rail connectivity, within a single agency, instead of two different agencies. Further, on December 13, 2019, the SCRRA Board of Directors unanimously authorized their Chief Executive Officer to negotiate an O&M Agreement with SBCTA in support of the transfer of the operation and maintenance of the

San Bernardino County Transportation Authority
Arrow hybrid-rail vehicles for the Arrow service, from Omnitrans to SCRRA, as the FRA identified railroad of record and the current commuter rail service provider in San Bernardino County, contingent on the acceptance of that role by the SBCTA Board of Directors.

The financial impact of a change in operators is not known at this time. SCRRA is soliciting a new bundled contract for these functions. The solicitation includes provisions to maintain and operate DMU technology. Until the contract is negotiated and approved, the actual cost will not be known. As many of the Omnitrans functions are currently envisioned as being stand-alone and will now be shared, (i.e. liability insurance, sheriffs and supporting staff) the cost will be lower. The current FY of operations (FY22) estimate for Omnitrans to provide the Arrow service is $11,307,295.56. This number includes all expenses including dispatching ($153,920.00), MOW ($1,168,805.89), third-party contractor ($3,515,404.81), Omnitrans staff ($910,133.95), materials ($120,922.00), office supplies and equipment ($120,922.00), fuel ($564,047.52), sheriffs ($1,560,000.00), and insurance ($2,750,000.00). SCRRA is developing an estimate of the costs, based on the current contracts for operations, MOW, equipment maintenance, etc. The estimate will further include such agency costs as marketing and overhead.

**Financial Impact:**
This item is consistent with the Fiscal Year 2019/2020 budget.

**Reviewed By:**
This item was reviewed and recommended for approval (6-1-0; opposed Avila) by the Transit Committee on December 12, 2019.

**Responsible Staff:**
Carrie Schindler, Director of Transit and Rail Programs

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San Bernardino County Transportation Authority
**Minute Action**

**AGENDA ITEM: 15**

**Date:** January 8, 2020

**Subject:**
Transit Fiscal Year 2019/2020 Department Budget Amendment

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

A. Approve a budget amendment to the Fiscal Year 2019/2020 budget, to Task No. 0315 Transit Capital, increasing the total fiscal year budget by $950,000 as indicated below:
   - Substitute the source of funds used in the Fiscal Year 2019/2020 budget, in an amount of $24,438,380, for Redlands Passenger Rail Project expenditures as described in the background section with no net increase to the fiscal year budget or overall project budget.
   - Increase $935,000 Measure I Valley Express Bus/Rapid Transit Program Funds for the West Valley Connector Project.
   - Increase $15,000 State Transportation Assistance Funds for the Upland Metrolink Parking Lot Expansion Conceptual Plan.

B. Approve a budget amendment to the Fiscal Year 2019/2020 budget, to Task No. 9900 Transfers Out, increasing the total fiscal year budget by $10,632,284 in State Transit Assistance Funds (to record drawdowns from Transportation Development Act Funds) previously allocated to the Redlands Passenger Rail Project and Upland Metrolink Parking Lot Expansion Conceptual Plan.

C. Approve a budget amendment to the Fiscal Year 2019/2020 budget, to Task No. 0406 Traveler Services, increasing the total fiscal year budget by $150,000 due to unanticipated reimbursable revenue from Riverside County Transportation Commission.

**Background:**
The Fiscal Year 2019/2020 budget was approved by the San Bernardino County Transportation Authority (SBCTA) Board of Directors on June 5, 2019. The budgeting process for the Fiscal Year 2019/2020 budget began in January 2019 with final expense forecasts due no later than February 2019. With this early preparation, staff must project anticipated expenses through the end of the existing fiscal year. This has a direct impact on the budget needed for projects in Fiscal Year 2019/2020 as staff is working with vendors to determine in which fiscal year invoices will be captured and which fund source should be used to pay them.

Now that all expenses for Fiscal Year 2018/2019 have been recognized, the Transit Department reviewed all Tasks and their respective budgets for Fiscal Year 2019/2020 and determined additional budget is needed for Task No. 0315 Transit Capital as outlined in the aforementioned recommendation. This budget amendment supports construction management, advanced engineering efforts, consulting services, utility relocations, construction and right-of-way acquisitions between the Redlands Passenger Rail Project, West Valley Connector and Upland Metrolink Parking Lot Expansion Conceptual Planning.

*Entity: San Bernardino County Transportation Authority*
The largest budget revision accounts for fund type swaps related to spending new funds in accordance to grant funding requirements for the Redlands Passenger Rail Project. As grants are awarded and funds are received by SBCTA, staff must ensure contracts are properly supported by eligible funds and spent in accordance with grant guidelines. While the overall funding programmed on the Redlands Passenger Rail Project is not changing, the Fiscal Year 2019/2020 budget needs to be revised to reflect the fund sources we now anticipate spending this year. This results in a shifting of budget to accommodate the rate of expenditures for project costs with specific funding sources as shown below:

**Decrease FY 2019/2020 budget funds:**

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<tr>
<th>Amount</th>
<th>Description</th>
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<tr>
<td>$401,502</td>
<td>Local Reimbursement Funds</td>
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<td>$2,483,120.00</td>
<td>State Local Partnership Program-Competitive SB1</td>
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<tr>
<td>$14,070,088.00</td>
<td>State Solutions for Congested Corridors Program</td>
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<tr>
<td>$4,715,744.00</td>
<td>Regional Improvement Program</td>
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<td>$461,288.00</td>
<td>Federal Transportation Investment Generating Economic Recovery</td>
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<td>$2,306,638.00</td>
<td>State Transit and Intercity Rail Capital Program</td>
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<tr>
<td><strong>$24,438,380.00</strong></td>
<td>Total decrease</td>
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**Increase FY 2019/2020 budget funds:**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>$11,175,016.00</td>
<td>Measure I Valley Metrolink/Rail Service</td>
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<tr>
<td>$10,617,284.00</td>
<td>State Transit Assistance Funds - Rail</td>
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<tr>
<td>$321,266.00</td>
<td>Federal Transit Administration 5307</td>
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<tr>
<td>$1,223,540.00</td>
<td>Federal Congestion Mitigation and Air Quality</td>
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<tr>
<td>$1,101,274.00</td>
<td>State Local Partnership Program-Formula SB1</td>
</tr>
<tr>
<td><strong>$24,438,380.00</strong></td>
<td>Total increase</td>
</tr>
</tbody>
</table>

Additionally, staff is requesting an increase in the Fiscal Year 2019/2020 budget for Task No. 9900 Transfers Out, to record the drawdown for State Transit Assistance Funds (STAF) that will be used this fiscal year on the Redlands Passenger Rail Project and Upland Metrolink Parking Lot Conceptual Plan as described in the budget amendment. SBCTA records STAF revenue and pass-throughs in a special revenue fund under Task No. 9900 while the expenditures for SBCTA Board of Directors approved projects supported by STAF funds are recorded in a general fund. Thus, a budget amendment is required for Task 9900 Transfer Out to properly record the transfer of STAF funds to STAF funded projects and a budget adjustment is required for the project itself to record the expenditure. While this has not been regular practice during mid-year budget adjustments in the past, it will be in the future in order to capture the operating transfers.

Lastly, staff is requesting an increase to Task No. 0406 Traveler Services as outlined in Recommendation C for reimbursable revenue we now expect to receive from the Riverside County Transportation Commission (RCTC) for Rideshare Program implementation activities and Vanpool Program web-based software administration. The contract for these services with RCTC was approved earlier this year, but the revenue was not added to the budget.

**Financial Impact:**

This item is not consistent with the Fiscal Year 2019/2020 budget. Recommendation A, B and C identify the requested budget amendments by task, fund and amount.

**Reviewed By:**

San Bernardino County Transportation Authority
This item was reviewed and unanimously recommended for approval by the Transit Committee on December 12, 2019.

**Responsible Staff:**
Carrie Schindler, Director of Transit and Rail Programs
Minute Action

AGENDA ITEM: 16

Date: January 8, 2020

Subject:
Interstate 15 Duncan Canyon Interchange Project Funding and Term Loan Agreements

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

A. Approve Project Funding Agreement No. 19-1002225 with the City of Fontana for the Interstate 15 (I-15) Duncan Canyon Road Interchange Project.

B. Approve Term Loan Agreement No. 19-1002191, in an amount not-to-exceed $4,074,021, with the City of Fontana for the I-15/Duncan Canyon Road Interchange Project, which contains a provision that a $2,750 loan fee for Lender’s additional costs of administering the Term Loan will be paid by the City upon execution of the agreement.

Background:
On December 6, 2006, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved Project Advancement Cooperative Agreement C07129 that allowed the City of Fontana to use city funds to implement immediately the I-15/Duncan Canyon Interchange Project with the understanding that SBCTA would reimburse the city for the public share at a later date.

On April 4, 2012, SBCTA Board of Directors voted to terminate the Project Advancement Cooperative Agreement C07129 and approved a 2012 Corridor Mobility Improvement Account (CMIA) Baseline Agreement between SBCTA, the City of Fontana (City), and the California Transportation Commission (CTC). The Baseline Agreement committed $12,000,000 in CMIA funding to the project as part of the public share contribution. The Board also voted to direct the City that any excess public share funding they received beyond the required public share must be reimbursed to the Measure I San Bernardino Valley Freeway Interchange Projects Program with development impact fees.

In February 2019, City of Fontana completed final reconciliation and submitted the Proposition 1B Final Delivery Report to Caltrans, identifying a total project cost of $34,916,208. The City’s development share of the project was $26,990,229 and the public share was $7,925,979. As the City received $12,000,000 in CMIA funds for the public share contribution, this left a development share balance to be paid to the Interchange Program of $4,074,021. Table 1 below summarizes the reconciliation.
Table 1 – I-15/Duncan Canyon Road Interchange Project
Costs by Phase and Funding Shares

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>CITY (Development Share)</th>
<th>SBCTA (Public Share)</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>Nexus Study Percentage</td>
<td>77.30%</td>
<td>22.70%</td>
<td>100%</td>
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<tr>
<td>Nexus Study Share</td>
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<td>$7,925,979</td>
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<td>Funding Source</td>
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<td>PA&amp;E</td>
<td>DIF</td>
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<td>Construction Management</td>
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<td>Construction Capital</td>
<td>$10,343,135</td>
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<tr>
<td>Sub Total</td>
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<td>$12,000,000</td>
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<tr>
<td>Share Balance</td>
<td>$4,074,021</td>
<td>($4,074,021)</td>
<td></td>
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<tr>
<td>TOTAL</td>
<td>$26,990,229</td>
<td>$7,925,979</td>
<td>$34,916,208</td>
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</tbody>
</table>

*SLPP competitive funds are regarded as development share contribution per Policy 40001/VS-30.

Project Funding Agreement No. 19-1002225 has now been finalized to define the roles, responsibilities, and funding sources. Under the terms of the agreement, the City of Fontana agrees to reimburse SBCTA for any over-contribution of public share cost with development impact fees upon acceptance of the project by Caltrans. However, as the City has not collected sufficient development impact fees to repay the over-contribution of public share due SBCTA, the City is requesting a term loan under the terms of Section III.1.

Consequently, staff has prepared Term Loan Agreement No. 19-1002191 for the public share balance due following Measure I Strategic Plan Policy 40005/VFI-23, with modifications directed by the Cooperative Agreement. The term loan would be repaid over ten years at no interest. A $2,750 loan fee is also due and payable upon execution of the agreement.

The Term Loan Agreement requires that on an annual basis the City repay one-tenth of the loan amount with development impact fees. If the City is not able to make a payment, SBCTA will withhold Measure I pass-through funds in the amount of the required payment. Any pass-through funds used to fulfill the loan obligation are required to be repaid by the City with developer fees over time. If payments are received in excess of the required annual payment, an equal amount of any withheld pass-through funds will be released back to the City or applied to the next year(s) payment, as applicable. If repayment to the pass-through fund does not occur by the end of Measure I 2010-2040, the repayment obligation to the pass-through funds will be considered fulfilled. Funds paid by the City will be used to provide public share contributions to other projects in the Measure I Valley Interchange Program.

Financial Impact:
This item is consistent with the adopted Fiscal Year 2019/2020 budget.
San Bernardino County Transportation Authority
Reviewed By:
This item was reviewed and recommended for approval (13-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 14, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the draft agreements.

Responsible Staff:
Andrea Zureick, Director of Fund Administration
## Contract Summary Sheet

### General Contract Information

- **Contract No:** 19-1002225
- **Amendment No:** ______
- **Sole Source?** N/A
- **Vendor No.:** 0828
- **Vendor/Customer Name:** City of Fontana
- **Description:** I-15 Duncan Canyon Interchange Project Funding Agreement
- **Estimated Start Date:** 01/08/2020
- **Expiration Date:** 06/30/2029
- **Revised Expiration Date:** ______
- **List Any SBCTA Related Contracts Nos.:** 19-1002191 (term loan agreement)

### Dollar Amount

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Contract</th>
<th>Prior Amendments</th>
<th>Current Amendment</th>
<th>Total/Revised Contract Value</th>
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<tbody>
<tr>
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<td>-</td>
<td>$</td>
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<tr>
<td>Prior Amendments</td>
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<td>Current Amendment</td>
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<tr>
<td>Total/Revised Contract Value</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Dollar Authority (Contract Value and Contingency)**: $ -

### Contract Authorization

- **Board of Directors**
  - Date: 01/08/2020
- **Board**
  - Item #: 6299

### Contract Management (Internal Purposes Only)

- **MOU/COOP/JPA**
- **MOU/COOP/JPA/Zero Dollar Contracts**: N/A

### Accounts Payable

- **Total Contract Funding:** $ -
- **Total Contingency:** $ -

### Accounts Receivable

- **Total Contract Funding:** ______
- **Funding Agreement No:** ______
- **Reversion Date:** ______

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**Philip Chu**

Project Manager (Print Name)

**Andrea Zureick**

Task Manager (Print Name)

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**Additional Notes:** This is a Co-op Funding Agreement for I-15 Duncan Cyn IC. The repayment of excess public share (CMIA) contributed to project is under Term Loan Agreement # 19-1002191.
PROJECT FUNDING AGREEMENT NO. 19-1002225

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FONTANA

FOR

INTERSTATE 15 / DUNCAN CANYON ROAD INTERCHANGE PROJECT

THIS Project Funding Agreement ("Agreement") is made and entered into this _____ day of ____________, 2020, by and between the San Bernardino County Transportation Authority (hereinafter referred to as “SBCTA”) and the City of Fontana (hereinafter referred to as “CITY”). SBCTA and CITY shall be individually or collectively, as applicable, known as “Party” or “Parties.”

RECITALS

A. The Measure I 2010-2040 Expenditure Plan identified freeway interchange projects eligible for partial funding from Measure I 2010-2040 San Bernardino Valley Freeway Interchange Projects Program (“Valley Interchange Program”) revenues; and

B. SBCTA prepared the Development Mitigation Nexus Study, referenced herein as the Nexus Study, originally approved in October 2005 and regularly updated, most recently on July 11, 2018, and, that, in accordance with the Measure I 2010-2040 Expenditure Plan, identified projects eligible for Valley Interchange Program revenues and the public share and development shares for those projects; and

C. The Interstate 15/Duncan Canyon Road Interchange Project in the City of Fontana ("PROJECT") is one of the projects identified as eligible for such funding; and

D. The Nexus Study identified the SBCTA public share as 22.7% and CITY development share as 77.3%, which is shared between CITY (99.1%) and the County of San Bernardino (0.9%), for the PROJECT; and

E. CITY, as the sponsoring agency, is responsible for coordination of all minority share development mitigation contributions identified in the Nexus Study; and
F. On December 6, 2006, SBCTA and CITY entered into Project Advancement Cooperative Agreement C07129 that allowed CITY to use funds not contributed or allocated by SBCTA to implement the PROJECT immediately with the understanding that SBCTA would reimburse CITY at a later date for the public share; and

G. On April 4, 2012, SBCTA terminated Cooperative Agreement C07129 between SBCTA and CITY and approved a 2012 Corridor Mobility Improvement Account (“CMIA”) Baseline Agreement between SBCTA, CITY, and the California Transportation Commission that committed $12,000,000 in CMIA funding to PROJECT;

H. Upon approval by the California Transportation Commission of the CMIA funding to Project, on April 4, 2012, the SBCTA Board required that any excess Public Share funding Borrower received beyond the required Public Share of Project Costs shall be reimbursed by Borrower to SBCTA with Development Impact Fees (DIF) to fully fund the Local Share of Project Costs; and

I. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan Policy 40005 including the use of development mitigation contributions by CITY to pay its share of PROJECT costs.

NOW, THEREFORE, SBCTA and CITY agree to the following:

SECTION I

SBCTA AGREES:

1. To be responsible for the public share of the PROJECT costs as described in Attachment A to this Agreement.

2. That the public share contribution is in the form of Proposition 1B Corridor Mobility Improvement Account (“CMIA”) funds.

3. That the total PROJECT cost has been determined to be $34,916,208, and the total public share of the PROJECT cost is $7,925,979.

4. That with the commitment of $12,000,000 in CMIA funding, SBCTA has contributed an excess public share of $4,074,021.

5. That SBCTA has no further responsibilities to provide any funding for PROJECT exceeding this amount without an amendment to this agreement.

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

SECTION II

CITY AGREES:

1. To be responsible for the development share of the PROJECT costs as described in Attachment A to this Agreement and to coordinate with the County of San Bernardino for its minority share development mitigation contribution identified in the Nexus Study.

2. That the total PROJECT cost has been determined to be $34,916,208, and the total development share of the PROJECT cost is $26,990,229.

3. That CITY’s development share contribution is in the form of Proposition 1B State and Local Partnership Program (“SLPP”) funds and local Development Impact Fees (“DIF”).

4. That the CITY has received $12 million of CMIA funding for reimbursement of the public share PROJECT expenses.

5. That the CITY’s development share contribution has been funded partially by an excess public share contribution of CMIA funds from SBCTA in the amount of $4,074,021, which shall be reimbursed to SBCTA with development share contribution for use as public share in the Valley Interchange Program.

6. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than 120 days following the completion of the PROJECT work funded under this Agreement. An original and one electronic copy of the Final Report of Expenditures shall be submitted to SBCTA and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.

7. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SBCTA or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SBCTA during normal business hours at CITY’s City Hall. Copies will be made and furnished by CITY upon written request by SBCTA.

8. To cooperate in having a PROJECT-specific audit completed by SBCTA, at SBCTA’s option and expense, upon completion of the PROJECT. The audit must
state that all funds expended on the PROJECT were used in conformance with this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. In the event CITY is unable to reimburse SBCTA for the excess public share contribution upon the acceptance of the PROJECT by Caltrans, the amount will be considered as a loan to the CITY by SBCTA, at which time the CITY will have ten years to pay back the loan without interest. The parties’ intention is that if a loan is required, they will enter into a term loan agreement that will include, but not be limited to, such provisions as, payments will be in equal payments based on the outstanding balance and the remaining term of the loan.

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

3. Eligible PROJECT expenses shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in Attachment A to this AGREEMENT and shall not include escalation or interest.

4. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY’s indemnification obligation applies to SBCTA’s “active” as well as “passive” negligence but does not apply to SBCTA’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

5. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction
delegated to SBCTA under this Agreement. SBCTA’s indemnification obligation applies to CITY’s “active” as well as “passive” negligence but does not apply to CITY’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

6. This Agreement will be considered terminated upon reimbursement by CITY of all excess public share contribution to SBCTA.

7. After providing notice and an opportunity to cure, as further set forth herein, SBCTA may terminate this Agreement if CITY fails to perform according to the terms of this Agreement. If a breach is curable, prior to any such termination, SBCTA shall provide CITY written notice of default, and allow CITY thirty (30) days opportunity to cure any breach prior to termination. If a breach is capable of cure but, by its nature, cannot be cured within thirty (30) days, such additional period of time shall be allowed as may be reasonably necessary to cure the breach so long as the CITY commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

8. The failure of performance by either Party hereunder shall not be deemed to be a default where delays or defaults are due to the following force majeure events: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); provided that such force majeure events are beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such force majeure event shall be for the period of the forced delay and shall commence to run from the time of the commencement of the force majeure event, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the force majeure event. Times of performance under this Agreement may also be extended in writing by mutual agreement between the Parties, provided that the term of this Agreement may be extended only by a duly authorized written amendment to this Agreement.

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

10. Attachment A, I-15/Duncan Canyon Road Interchange Project Costs by Phase and Funding, is attached to and incorporated into this Agreement.

11. This Agreement is effective and shall be dated on the date executed by SBCTA.

[Signatures on following page]
IN WITNESS WHEREOF, SBCTA and City have executed this Agreement below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: __________________________  
Darcy McNaboe, President  
Board of Directors

Date: __________________________

CITY OF FONTANA

By: __________________________  
Michael Milhiser  
Interim City Manager

Date: __________________________

APPROVED AS TO FORM AND PROCEDURE:

By: __________________________  
Julianna K. Tillquist  
General Counsel

Date: __________________________

APPROVED AS TO FORM AND PROCEDURE:

By: __________________________  
Ruben Duran  
City Attorney

Date: __________________________

By: __________________________  
Jeffery Hill  
Procurement Manager

Date: __________________________

Attest:

By: __________________________  
Tonia Lewis, City Clerk

Date: __________________________
## Attachment A

### I-15/Duncan Canyon Road Interchange Project

 Costs by Phase and Funding

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>CITY (Development Share)</th>
<th>SBCTA (Public Share)</th>
<th>TOTAL</th>
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</thead>
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<tr>
<td>Nexus Study Percentage</td>
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<td>22.70%</td>
<td>100%</td>
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<tr>
<td>Nexus Study Share</td>
<td>$26,990,229</td>
<td>$7,925,979</td>
<td>$34,916,208</td>
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<td>$12,000,000</td>
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<tr>
<td>Share Balance</td>
<td>$4,074,021</td>
<td>($4,074,021)</td>
<td></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$26,990,229</td>
<td>$7,925,979</td>
<td>$34,916,208</td>
</tr>
</tbody>
</table>

*SLPP competitive funds are regarded as development share contribution per Policy 40001/VS-30
## Contract Summary Sheet

### General Contract Information
- **Contract No.:** 19-1002191
- **Amendment No.:**
- **Sole Source?** N/A
- **Vendor No.:** 0828
- **Vendor/Customer Name:** City of Fontana
- **Description:** I-15 Duncan Canyon Interchange Project Term Loan Agreement
- **Estimated Start Date:** 01/08/2020
- **Expiration Date:** 06/30/2029
- **Revised Expiration Date:**
- **List Any SBCTA Related Contracts Nos.:** 19-1002225 (funding agreement)

### Dollar Amount

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<thead>
<tr>
<th>Description</th>
<th>Dollar Amount</th>
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<tr>
<td>Original Contract*</td>
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<tr>
<td>Prior Amendments</td>
<td>-</td>
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<tr>
<td>Current Amendment</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total/Revised Contract Value</strong></td>
<td>$4,076,771.00</td>
</tr>
</tbody>
</table>

* includes loan fee of $2,750

**Total Dollar Authority (Contract Value and Contingency):** $4,076,771.00

### Contract Authorization

- **Board of Directors Date:** 01/08/2020
- **Board Item #:** 6299

### Contract Management (Internal Purposes Only)

#### Accounts Payable

<table>
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<tr>
<th>GL: 4019</th>
<th>501</th>
<th>0501</th>
<th>0315</th>
<th>42408008</th>
<th>4,074,021.00</th>
</tr>
</thead>
</table>

#### Accounts Receivable

- **Funding Agreement No.:** 19-1002191
- **Total Contract Funding:** $4,076,771.00
- **Reversion Date:**

### Receivable

- Philip Chu
  - **Project Manager (Print Name):**

### Receivable

- Andrea Zureick
  - **Task Manager (Print Name):**

In the event Fontana cannot make annual DIF payment, the term loan agreement authorizes SBCTA to withhold MSI pass through funds from Fontana to cover the unpaid balance of the payment due.
TERM LOAN AGREEMENT
CITY OF FONTANA
INTERSTATE 15/DUNCAN CANYON ROAD INTERCHANGE PROJECT
CONTRACT 19-1002191

This Term Loan Agreement, nominally dated January 8, 2020, is entered into on the Effective Date by and between the City of Fontana (Borrower) and the San Bernardino County Transportation Authority (Lender or SBCTA). Borrower and Lender may, from time to time in this Agreement, be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. On December 6, 2006, Borrower and SBCTA entered into Project Advancement Cooperative Agreement C07129 that allowed Borrower to use funds not contributed or allocated by SBCTA to implement the I-15/Duncan Canyon Road Interchange Project in the City of Fontana immediately with the understanding that SBCTA would reimburse Borrower for the Public Share of Project Costs (defined below) at a later date; and

B. On April 4, 2012, SBCTA terminated Cooperative Agreement C07129 between SBCTA and Borrower and approved a 2012 Corridor Mobility Improvement Account (CMIA) Baseline Agreement between SBCTA, Borrower, and the California Transportation Commission that committed $12,000,000 in CMIA funding to Project as Public Share; and

C. Upon approval by the California Transportation Commission of the CMIA funding to Project, on April 4, 2012, the SBCTA Board required that any excess Public Share funding Borrower received beyond the required Public Share of Project Costs shall be reimbursed by Borrower to SBCTA with Development Impact Fees (DIF) to fully fund the Local Share of Project Costs; and

D. On December 5, 2012, Lender’s Board of Directors established a Development Mitigation Fair Share Loans and Loan Repayment program under San Bernardino Valley Freeway Interchange Projects Program Measure I Strategic Plan Policy 40005, sub-policy VFI-23.

E. On January 8, 2020, SBCTA and Borrower entered into Project Funding Agreement 19-1002225 in which Borrower agreed to pay SBCTA the remaining unpaid Local Share of Project Costs with DIF upon the acceptance of the final reconciliation of the cost by Caltrans.
F. Borrower does not have sufficient DIF at this time and has requested that Lender permit Borrower to repay the unpaid Local Share of Project Costs through a loan generally under the terms of Measure I Strategic Plan Policy 40005, VFI-23 in an amount not to exceed $4,074,021 in equal principal payments over a ten-year period.

H. The terms of this Term Loan Agreement will apply if in conflict with those found in Measure I Strategic Plan Policy 40005, sub-policy VFI-23.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is acknowledged by the Parties to this Agreement, it is agreed as follows:

ARTICLE ONE--DEFINITIONS

The following terms used in this Agreement shall have the meanings set out below and these definitions shall be applicable to both the singular and plural forms of the defined terms:

Agreement means this Term Loan Agreement, nominally dated January 8, 2020, entered into between Borrower and Lender, as it may be amended from time to time.

Agreement Termination Date means the date as described in Section 3.9.

Annual Payment means an amount equal to one-tenth of the Original Loan Amount (Four Hundred Seven Thousand Four Hundred Two Dollars and Ten Cents ($407,402.10)).

Borrower means the City of Fontana, a California city and municipal corporation.

Collateral means Borrower’s Uncommitted Development Impact Fees and Borrower’s Measure I Local Street Projects Program funds up to the Loan Amount, as more fully described in Exhibit “A”.

Contract No. 19-1002225 means the Project Funding Agreement between the City of Fontana and the San Bernardino County Transportation Authority for the I-15/Duncan Canyon Road Interchange Project.

Cost Buy-Down for Project means Federal, State or other funds, besides Local Share and Public Share funds, which buy down the Project Costs pursuant to San Bernardino Valley Subarea Policy 40001 IV. I. 1, after which the Local Share and Public Share are applied.

Development Impact Fees or DIF means the revenues generated by Borrower’s locally-adopted development financing mechanism to mitigate development’s impacts on transportation by making fair share contributions for transportation facilities needed as a result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources.
**Development Mitigation Annual Report** means the annual report prepared by local jurisdictions in the urbanized areas of San Bernardino County as part of the SBCTA Development Mitigation Program that provides information on what development has occurred, the amount of development mitigation revenue collected and the amount of development mitigation revenue expended on projects contained in the Nexus Study.

**Draw** means an advance made by Lender from Borrower’s Local Street Projects Program funds in order to pay for the Local Share of Project Costs as part of the Loan Amount.

**Effective Date** means the date this Agreement is executed by Lender.

**Interest** Intentionally Omitted.

**Lender** means the San Bernardino County Transportation Authority.

**Lien** means any voluntary or involuntary security interest, mortgage, pledge, claim, charge, encumbrance, and intra-fund borrowing commitment, covering all or any part of the Collateral.

**Loan Amount** means the total of the Original Loan Amount and the Measure I Loan, outstanding and unpaid by Borrower, up to an amount not to exceed Four Million Seven-four Thousand and Twenty-one Dollars ($4,074,021).

**Loan Due Date** means March 15, 2029, which is the last day of the tenth (10th) year subsequent to the due date of the first Annual Payment.

**Loan Fee** means a one-time fee of Two-Thousand Seven Hundred Fifty Dollars ($2,750) payable by Borrower to Lender for Lender’s additional costs of administering the Term Loan.

**Local Share** means the sum of: (1) Project Costs minus Cost Buy-Down for Project, times the development contribution percentage set forth in the SBCTA Nexus Study of seventy-seven and three-tenths percent (77.3%). The Local Share is $26,990,229, of which $22,916,208 has been paid to date.

**Local Street Projects Program Funds** means the Measure I program in all subareas that provides funds through a pass-through mechanism directly to local jurisdictions for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.

**Measure I** means the one-half of one percent (½%) retail transactions and use tax statutorily dedicated to transportation planning, design, construction, operation and maintenance only, in San Bernardino County, as authorized by the San Bernardino County
voters’ passage of Ordinance 89-01 in 1989 and reauthorized by the San Bernardino County voters’ passage of Ordinance 04-01 in 2004.

**Measure I Loan Amount** means the total amount of all Draws, outstanding and unpaid by Borrower, up to an amount not to exceed the Loan Amount.

**Nexus Study** means that study approved by the SBCTA Board on July 13, 2018, and updated every two years, which sets forth the Local Share percentages for transportation improvements based on the estimates of Project Costs and the growth data provided by local jurisdictions.

**Original Loan Amount** means $4,074,021.

**Person** means a natural person or a corporation, government entity or subdivision, agency, trust, estate, partnership, cooperative or association.

**Project** means the I-15/Duncan Canyon Road Interchange Project in the City of Fontana, as more fully described in Contract No. 19-1002225.

**Project Costs** means the total cost of the Project, estimated to be $34,916,208.

**Public Share** means the share of Project Costs assigned as SBCTA’s contribution calculated as the Project Costs minus the Cost Buy-Down Funds for Project and minus the Local Share for the Project.

**SBCTA** means the San Bernardino County Transportation Authority.

**Term** means the term of this Agreement commencing on the Effective Date and ending on the Agreement Termination Date.

**Term Loan** means Lender’s lending of money to Borrower under the terms of this Agreement from the defined source of funds and for the defined purposes as more specifically described in Article Two.

**Uncommitted Development Impact Fees** means those Development Impact Fees received by or to be received by Borrower during the term of this Agreement for which, as of the Effective Date, Borrower has not made previous commitments as listed in Exhibit “B”.

**Valley Freeway Interchange Policy** means the Valley Freeway Interchange (VFI) Program Measure I 2010-2040 Strategic Plan set forth in Policy 40005 adopted by the SANBAG Board April 1, 2009, as revised September 6, 2017.
ARTICLE TWO—TERM LOAN

2.1 Term Loan. On the terms and conditions set forth herein, Lender hereby agrees to lend the Loan Amount to Borrower for the purpose of assisting Borrower in satisfying its obligation to pay the Local Share of Project Costs. On or before the Loan Due Date (unless extended in accordance with Subarticle 3.7), Borrower promises to pay Lender the principal sum of the Loan Amount.

2.2 Term Loan Draws. Lender will send Borrower an invoice for the Annual Payment by January 31 of each year beginning January 31, 2020. Not later than March 15, 2020, and March 15 of each year thereafter, Borrower shall pay Lender the Annual Payment with Uncommitted DIF until the Loan Amount is paid in full. If Borrower fails to pay the full amount of the Annual Payment by March 15, Lender shall make a Draw in an amount up to the unpaid amount of the due and payable Annual Payments. Each Draw shall become principal on the Measure I Loan Amount, and the Source of Loan Draws shall be reduced by the amount of the Draw. Each Draw shall reduce the Original Loan Amount, and shall increase the Measure I Loan Amount. The total of all Draws shall not exceed the Loan Amount.

2.3 Source of Draws. The sole source of any Draws shall be Borrower’s Local Street Projects Program Funds.

2.4 Use of Proceeds. Measure I strictly limits the recipients of, the projects eligible for, and the uses of Measure I proceeds, including Local Street Projects Program Funds. Borrower understands and agrees that Draws shall be credited toward Borrower’s account with SBCTA for payment of the Original Loan Amount, and Draws shall not be paid directly to Borrower, Borrower’s creditors, assigns, or any Person, and shall not be used for any purpose unauthorized by Measure I.

ARTICLE THREE—GENERAL CREDIT PROVISIONS

3.1 Conditions Precedent. As conditions precedent to Lender making the Term Loan to Borrower, Borrower shall:

3.1.1 Pay Lender the Loan Fee upon Borrower’s execution of this Agreement.

3.1.2 Intentionally Omitted.

3.1.3 Deliver to Lender a certified copy of a Resolution or minute action of Borrower’s legislative body authorizing execution of this Agreement by Borrower’s duly authorized representative and approving this Agreement.
3.2 Records of Draws. Draws shall be evidenced by entries in accounting records maintained by Lender.

3.3 Collateral. Borrower shall grant Lender a first priority Lien in the Collateral, as more fully described in Exhibit “A”. Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its Lien in the Collateral.

3.4 Repayment of Loan Amount.

3.4.1 Borrower shall repay the Loan Amount to Lender by the following means: not later than March 15 of each year, Borrower shall pay Lender the Annual Payment in Uncommitted DIF collected by Borrower until the Loan Amount is paid in full. If payment exceeds annual amount due, any Local Street Projects Program Funds withheld will be released pursuant to § 3.5, below; if no such funds have been withheld, the balance shall be credited toward the next year’s payment.

3.4.2 Borrower shall commence repayment of the Loan Amount on March 15, 2020.

3.4.3 All DIF payments of the Loan Amount received by Lender shall be entered in SBCTA’s records as a reduction of the Original Loan Amount, and will be applied first to Annual Payments due and payable and then as a release of funds under Subarticle 3.5.

3.5 Release of Funds. Within thirty (30) calendar days after Lender’s receipt of a DIF payment from Borrower, Lender shall release to Borrower Local Street Projects Program Funds that have been withheld as a Draw under Subarticle 2.2 that are in excess of Borrower’s Annual Payments due and payable as of that date.

3.6 Loan Due Date. The remaining balance of the Loan Amount shall be due and payable upon the Loan Due Date.

3.7 Loan Extension. If the Loan Amount is unpaid one hundred eighty (180) calendar days prior to the Loan Due Date and Borrower is not in breach of this Agreement, Borrower and Lender shall negotiate in good faith an extension of the Loan Due Date as is necessary to enable Borrower to repay the Loan Amount from Uncommitted Development Impact Fees.

3.8 Expiration of Measure I. If the Loan Amount is not paid in full as of the expiration date of Measure I due to insufficient Uncommitted Development Impact Fees collected by Borrower, Borrower’s obligations to make any further Term Loan payments shall cease, this Agreement shall terminate, and Lender shall release its security interest in the Collateral, however, Lender will not release Local Street Projects Program Funds withheld pursuant to this Agreement and Policy 40005.

3.9 Agreement Termination. This Agreement shall terminate upon the earliest to occur of 1) repayment in full of the Term Loan; 2) termination of the Agreement pursuant to Section 7.2; or 3) the expiration of Measure I.
ARTICLE FOUR—REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants that as of the Effective Date and the dates of each of the Draws:

4.1 Authorization, Validity and Enforceability. The execution, delivery and performance of this Agreement are within Borrower’s powers, have been duly authorized, and are not in conflict with Borrower’s charter (if applicable), and this Agreement constitutes a valid and binding obligation of Borrower, enforceable in accordance with its terms.

4.2 Compliance with Applicable Laws. Borrower has complied with its charter (if applicable), all laws, ordinances, and other governmental regulations now or later in force and effect in entering into this Agreement.

4.3 No Conflict. The execution, delivery, and performance by Borrower of the terms of this Agreement are not in conflict with any law, rule, regulation, order or directive, or any indenture, agreement, or undertaking to which Borrower is a party or by which Borrower may be bound or affected.

4.4 No Litigation, Claims or Proceedings. There is no litigation, claim, proceeding or dispute pending, or to the knowledge of Borrower, threatened against or affecting the Collateral or Borrower’s ability to enter into this Agreement, except as disclosed in writing to Lender prior to the Effective Date.

4.5 Correctness of Financial Statements. Borrower’s Comprehensive Annual Financial Report for Fiscal Year 2017/2018 which has been delivered to Lender fairly and accurately reflects Borrower’s financial condition as of June 30, 2018 and since that date, there has been no material adverse change in Borrower’s financial condition.

4.6 DIF Commitments List. Borrower represents and warrants to Lender that the DIF Commitments list, attached to this Agreement as Exhibit “B”, is a true, correct and complete listing of commitments, and amounts of commitments, of Development Impact Fees as of the Effective Date of this Agreement.

4.7 Reaffirmation of Representations. Each Draw accepted by Borrower shall be deemed a confirmation by Borrower that all representations and warranties contained herein or otherwise made by Borrower to Lender are then accurate in all material respects as though made on the date of such Draw.

4.8 Continuing Disclosure. The Borrower shall notify the Lender of potential bankruptcies, changes in general fund balances or revenues greater than 20% from the prior year, operational changes that impact the Borrower’s budget by greater than 20% and any new debt issuances.
4.9 **Title to Collateral.** Except as disclosed to Lender pursuant to this Agreement, Borrower has good and clear title to the Collateral, and the Collateral is not subject to any Liens.

**ARTICLE FIVE—AFFIRMATIVE COVENANTS**

During the Term of this Agreement and until its performance of all obligations to Lender, Borrower promises and will:

5.1 **Notice to Lender.** Promptly give notice to Lender of:

5.1.1 Any litigation or threatened litigation or administrative or regulatory proceeding arising out of or related to this Agreement;

5.1.2 Any Event of Default; and

5.1.3 Receipt of Uncommitted Development Impact Fees, including the sources and amounts of the Uncommitted Development Impact Fees received through submission of its Development Mitigation Annual Report.

5.2 Borrower grants Lender a first position security interest in the Collateral. Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its first position security interest in the Collateral.

5.3 **Records.** Maintain adequate books, papers, records, accounting records, files, reports, and all other material relating to the Project and the Development Impact Fees. Borrower shall, upon request, make all such materials available to Lender or its designee at any reasonable time during the term of the Agreement and for three (3) years from the Agreement Termination Date for auditing, inspection, and copying.

5.4 **Intentionally Omitted.**

5.5 **Five-Year Measure I CIP Disclosure.** Include in its Five-Year Measure I Capital Improvement Plan the amount of this Loan, the use of the Loan funds, and Borrower’s plan for repayment of the Loan.

5.6 **General Credit Provisions.** Comply with and perform all of Borrower’s payment and other obligations under Article Two - Term Loan, and Article Three - General Credit Provisions.

5.7 **Compliance with Laws.** Comply with all laws, rules, regulations, orders or directives of any governmental or regulatory authority and with all material agreements to which Borrower is a party, that relate to or impact Borrower’s performance under this Agreement.

5.8 **Insurance.** Intentionally Omitted.

**ARTICLE SIX—NEGATIVE COVENANTS**
During the Term of this Agreement and until the performance of all obligations to Lender, Borrower will not, without prior written consent of Lender:

6.1 **Liens.** Create, incur, assume or permit to exist any Lien, or grant any other Person or entity a pledge, in any of the Collateral, except Liens in favor of Lender pursuant to Subarticle 3.3.

6.2 **Transfer of Collateral.** Borrower covenants not to directly or indirectly assign, transfer, pledge, convey, hypothecate or encumber the Collateral in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SBCTA. SBCTA’s exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA’s prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement.

6.3 **Non-Assignment of Agreement.** Borrower shall not assign this Agreement in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SBCTA. SBCTA’s exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA’s prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement. Subject to the foregoing, the provisions of this Agreement shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

**ARTICLE SEVEN—EVENTS OF DEFAULT**

7.1 **Event of Default.** An event of default is any breach or default of any covenant, representation or warranty of this Agreement which can be cured by the payment of money and which either Party does not cure within a fifteen (15) calendar day period commencing on the date when such amount was due and payable (“Monetary Event of Default”); or any other breach or default (“Non-Monetary Event of Default”) by either Party of any covenant, representation or warranty of this Agreement which is not a Monetary Event of Default or which is not defined in this section and which the defaulting Party does not cure within a thirty (30) calendar day period commencing on the date of the occurrence of the breach or default (the “Applicable Cure Period”), or in the event such Event of Default cannot reasonably be cured within such time, which the defaulting Party does not commence to cure within the Applicable Cure Period and thereafter diligently and continuously proceed with such cure to completion and complete the same within a period determined to be reasonable by the non-defaulting Party.

7.2 **Remedies.** Upon the occurrence of any uncured Event of Default, the following shall apply:

7.2.1 At Lender’s sole discretion, Lender may take any or all of the following actions:

7.2.1.1 cease making further Draws;
7.2.1.2 withhold Local Street Projects Program Funds equivalent to the Loan Amount outstanding at the time of Default;

7.2.1.3 terminate this Agreement, without further notice to Borrower;

7.2.1.4 pursue proceedings at law or equity to recover the Collateral or to otherwise enforce the terms of this Agreement against Borrower;

7.2.1.5 disqualify Borrower from further participation in SBCTA’s Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange Program Measure I Strategic Plan Policy 40005 Section H.

7.2.1.6 exercise any and all rights and remedies available at law or equity.

7.2.2 At Borrower’s sole discretion, Borrower may take any or all of the following actions:

7.2.2.1 terminate this Agreement, without further notice to Lender;

7.2.2.2 pursue proceedings at law or equity to enforce the terms of this Agreement against Lender.

7.2.3 In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

ARTICLE EIGHT--GENERAL PROVISIONS

8.1 Notices. Any notice given by any Party to this Agreement shall be in writing and personally delivered, deposited in the United States mail, postage prepaid, or sent by facsimile transmission, and addressed as follows:

To: Borrower
City of Fontana
Attention: City Manager
8353 Sierra Avenue
Fontana, CA 92335
Fax No.: (909) 350-6613

To: Lender
SBCTA
Attention: Executive Director
1170 W. Third Street
San Bernardino, CA 92410
Fax No.: (909) 885-4407
Each Party may change the address to which notices, requests and other communications are to be sent by giving written notice of such change to each other Party.

8.2 No Waiver. Any waiver, permit, consent or approval by a Party of any Event of Default or breach of any provision, representation, warranty or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach or default shall be deemed a waiver of any later breach or default of the same or any other provision of this Agreement. Any failure or delay on the part of a Party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

8.3 Rights Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any other rights or remedies available under this Agreement or applicable law.

8.4 Unenforceable Provisions. Any provision of this Agreement which is prohibited or unenforceable, shall be so only as to the extent of such prohibition or unenforceability, but all the remaining provisions of the Agreement shall remain valid and enforceable.

8.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.6 Indemnification. Neither Lender nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by Borrower under or in connection with this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, Borrower shall fully defend, indemnify and save harmless Lender, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Borrower under or in connection with any work, authority or jurisdiction delegated to Borrower under this Agreement. Borrower’s indemnification obligation applies to Lender’s “active” as well as “passive” negligence but does not apply to Lender’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

8.7 Reimbursement. Borrower shall reimburse Lender for all costs and expenses expended or incurred by Lender in any arbitration, judicial reference, legal action, or otherwise in connection with: (i) collecting any sum which becomes due Lender under this Agreement, or (ii) the protection, preservation or enforcement of any rights of Lender under this Agreement.

8.8 Execution in Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute but one agreement.
8.9 **Further Assurances.** At any time and from time to time upon the request of Lender, Borrower will execute and deliver such further documents and do such other acts as Lender may reasonably request in order to effect fully the purposes of the Agreement and provide for the payment of the Loan and preservation of Lender’s security interest in the Collateral.

8.10 **Headings.** The headings and captions of Articles and subarticles of this Agreement are for the convenience of reference only and shall not constitute a part of the text nor alter or otherwise affect the meaning thereof.

8.11 **Construction of Agreement.** Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Agreement. Therefore, the language in all parts of this Agreement will be construed, in all cases, according to its fair meaning, and not for or against either Party.

8.12 **Exhibits.** Exhibit “A” (Collateral) and Exhibit “B” (DIF Commitments) are attached to and incorporated into this Agreement by this reference.

8.13 **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement and therefore contains the entire agreement between the Parties and supersedes all prior understandings or agreements, written or oral, concerning the subject matter hereof. All previous proposals, offers, and other communications, written or oral, relative to this Agreement, are superseded except to the extent that they have been incorporated into this Agreement.

8.14 **Amendments.** This Agreement may be amended only in a writing duly authorized and executed by both Borrower and Lender.

------------------SIGNATURES ON FOLLOWING PAGE------------------
IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement below.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: __________________________
    Darcy McNaboe, President
    Board of Directors

Date: _________________________

CITY OF FONTANA

By: __________________________
    Michael Milhiser
    Interim City Manager

Date: _________________________

APPROVED AS TO FORM AND PROCEDURE:

 SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: __________________________
    Julianna K. Tillquist
    General Counsel

Date: _________________________

CITY OF FONTANA

By: __________________________
    Ruben Duran
    City Attorney

Date: _________________________

APPROVED AS TO FORM AND PROCEDURE:

 SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: __________________________
    Jeffery Hill
    Procurement Manager

Date: _________________________

Attest:

By: __________________________
    Tonia Lewis, City Clerk

Date: _________________________
EXHIBIT “A”

COLLATERAL FOR TERM LOAN AGREEMENT NO. 19-1002191

1. Any and all of the City of Fontana Uncommitted Development Impact Fees received by or to be received by the City of Fontana, including the proceeds from and interest on such fees and accounts into which such fees are deposited. Uncommitted Development Impact Fees are the revenues generated by City of Fontana locally-adopted development financing mechanism to mitigate development’s impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources, but do not include such revenues generated to pay the development share for the commitments identified in Exhibit “B”.

2. Any and all of City of Fontana Measure I Local Street Projects Program Funds up to the amount of Four Million Seventy-four Thousand Twenty-one Dollars ($4,074,021). Local Street Projects Program Funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a pass-through mechanism directly to the City of Fontana for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local Street, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.
EXHIBIT “B”

DIF COMMITTED PROJECTS & DIF COMMITTED AMOUNTS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DIF COMMITTED PROJECT</th>
<th>DIF AMOUNT COMMITTED</th>
<th>STATUS (Phase)</th>
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</thead>
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<tr>
<td>1-15</td>
<td>I-15 Duncan Canyon Rd. Interchange</td>
<td>$26,747,316</td>
<td>Completed</td>
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<tr>
<td>1-10</td>
<td>I-10 Cedar Ave. Interchange</td>
<td>$4,109,665</td>
<td>P S &amp; E</td>
</tr>
<tr>
<td>1-15</td>
<td>I-15 Baseline Rd. Interchange</td>
<td>$6,028,000</td>
<td>Completed</td>
</tr>
<tr>
<td>1-10</td>
<td>I-10 Citrus Ave. Interchange</td>
<td>$20,024,140</td>
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<tr>
<td>1-10</td>
<td>I-10 Cherry Ave. Interchange</td>
<td>$8,954,605</td>
<td>Completed</td>
</tr>
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</table>

TOTAL $65,863,726
Minute Action

AGENDA ITEM: 17

Date: January 8, 2020

Subject:
West Valley Connector Phase I Funding Plan

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

Direct staff on a funding strategy for the West Valley Connector Phase I project that includes an allocation of up to $53 million in uncommitted transit funds and requests for at least $65 million in grant funds, with contingency funding of up to $50 million in uncommitted transit funds in the case of unsuccessful grant requests.

Background:
In October 2010, Omnitrans developed a system of 10 planned bus rapid transit (BRT) corridors, identified as the sbX System Corridors. The Green Line in San Bernardino and Loma Linda was the first of ten corridors, implemented in 2014. The monthly ridership for the Green Line has grown 57% since the early months of the service and has consistently shown growth since 2014. It now carries an average of 2,770 riders per day with the highest daily ridership occurring in October 2019 with 3,200 riders being reported. Ridership increased when the San Bernardino Transit Center opened in 2015 and again in 2017 with the extension of Metrolink service to the San Bernardino Transit Center. It is expected to further increase when Arrow service is implemented in 2022 and the transit network is further built out.

The West Valley Connector Project (WVC) would be the second BRT corridor developed in San Bernardino County and will be phased. Phase I is also likely to be the last one delivered as part of the Measure I 2010-2040 Program due to funding constraints. In its entirety, WVC is a proposed 35 mile-long transit improvement project that would connect the cities of Pomona, Montclair, Ontario, Rancho Cucamonga and Fontana. Stations are spaced 0.5 to 1 mile apart and are “rapid bus” style stations designed for fast boarding to facilitate higher operating speeds. Phase I will connect the Downtown Pomona Metrolink Station on the Riverside Line, the Ontario International Airport, Ontario Mills, the Rancho Cucamonga Metrolink Station on the San Bernardino Line, and Victoria Gardens. Phase II includes the portion of the alignment via Haven Avenue and Foothill Boulevard to Kaiser Permanente Medical Center in Fontana. As part of the phased approach, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved enhancing the existing service frequency on Haven Avenue in advance of Phase II recognizing that planned development efforts underway may result in increased demand for service along Haven Avenue before Phase II is implemented.

In November 2019, the SBCTA Board selected the preferred alternative for the final Environmental Impact Report and Environmental Assessment (EIR/EA), which includes approximately 3.5 miles of exclusive lanes in the City of Ontario, Transit Signal Priority (TSP), and other transportation systems management improvements such as queue jump lanes. It also identifies the project will be built in phases. Implementation of the WVC is expected to increase transit usage, reduce traffic congestion and automobile vehicle miles traveled, and improve regional air quality. SBCTA expects final environmental approval for the WVC in March 2020.

Entity: San Bernardino County Transportation Authority
Phase I of the proposed WVC will upgrade a portion of existing Route 61 which runs along Holt Boulevard serving the Ontario International Airport and providing valuable connections at Ontario Mills, Downtown Pomona Metrolink Station, as well as the Fontana Kaiser Hospital. Route 61 currently accounts for 1.2 million riders per year, or about 12% of Omnitrans annual ridership despite being only 1 of 34 system wide routes. It is Omnitrans’ highest ridership route.

While there are different ridership models available, using the Federal Transit Administration (FTA) model, the weekday boardings in the project horizon year of 2040 for Phase I are expected to range from 6,000 to 7,400 depending on the growth of Ontario International Airport. Of this, 2,200 to 2,700 are expected to be new riders. Under the current regular fixed-route service scenario, it takes 75 minutes to travel from the Downtown Pomona Metrolink Station through the entire Phase I Corridor to Victoria Gardens. The travel time is reduced to 54 minutes with implementation of the WVC which is a substantial change to the traveling public.

SBCTA plans for transit capital investments by setting aside funds for future operations before determining funding sources for the capital component. SBCTA continues to seek and identify appropriate funding sources for long-term operations when considering the funding of future transit capital projects with a focus on the sustainability of the fund source. Consequently, funding for certain capital projects, like the WVC, are dependent on identifying additional capital grants/funding sources while SBCTA first takes into account the Measure I funds available for operations before considering them for capital. The 10-Year Delivery Plan identified a $287 million capital cost with a funding gap of about $157 million for construction, not because sufficient capital funding did not exist at the time, but because staff was awaiting the results of the transit project prioritization process that would accompany the planned update to the Long Range Transit Plan (LRTP). With the current Consolidation Study proceeding, the LRTP has been put on hold indefinitely and it has become necessary to develop individual funding plans to avoid missed opportunities for grant funding.

In December 2019, the SBCTA Board approved the 2020 State Transportation Improvement Program (STIP) proposal which would program funds on the WVC, thus reducing the identified funding gap to $118 million. Staff proposes seeking at least $65 million in grant funding through upcoming opportunities in the Transit and Intercity Rail Capital Program (TIRCP), Senate Bill 1 (SB1) programs, and the Federal Small Starts program, with TIRCP grant applications the first to be submitted in January 2020, and awarded in April 2020. Assuming SBCTA is successful in securing at least $65 million in grant funding and to close the remaining $53 million funding gap required to fully fund the project, staff identified currently uncommitted funds available for transit capital purposes, after considering ongoing capital and operations commitments, through the period of project construction (2024) totaling $137 million. Other identified uses for these funds in this time period include:

- San Bernardino Line Double Track ($72.821 million but eligible for future funding via the Metrolink Southern California Optimized Rail Expansion (SCORE) Program)
- Gold Line to Montclair ($17.4 million with schedule dependent on funding availability in Los Angeles County)
- Enhanced Metrolink Service from Pomona to Rancho Cucamonga using Zero-Emission Multiple Units ($60 million with costs to be shared with and schedule dependent on funding availability in Los Angeles County)

San Bernardino County Transportation Authority
San Bernardino County Transportation Authority
### Table 1 - Proposed WVC Funding Plans (Capital Only) (1,000s)

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>Committed Amount*</th>
<th>Target with $65M in Grants</th>
<th>Contingency Case with $15M in Grants</th>
</tr>
</thead>
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<tr>
<td></td>
<td>New Commitment*</td>
<td>Total</td>
<td>New Commitment*</td>
</tr>
<tr>
<td>Measure I BRT</td>
<td>$87,900</td>
<td>$87,900</td>
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<tr>
<td>STIP</td>
<td>$39,745</td>
<td>$39,745</td>
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<tr>
<td>Omnitrans</td>
<td>$30,953</td>
<td>$30,953</td>
<td></td>
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<tr>
<td>City of Ontario</td>
<td>$9,300</td>
<td>$9,300</td>
<td></td>
</tr>
<tr>
<td>Los Angeles County Metropolitan Transportation Authority (LACMTA)</td>
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<tr>
<td>Grant Awards</td>
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<td>$65,000</td>
<td>$15,000</td>
</tr>
<tr>
<td><strong>Subtotal with Grant Awards</strong></td>
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<td><strong>$234,398</strong></td>
<td><strong>$15,000</strong></td>
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<tr>
<td>Measure I BRT</td>
<td>$8,000*</td>
<td>$8,000</td>
<td>$8,000*</td>
</tr>
<tr>
<td>Federal Transit Administration (FTA) 5307</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$11,276</td>
</tr>
<tr>
<td>CMAQ</td>
<td>$15,000</td>
<td>$15,000</td>
<td>$40,000</td>
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<tr>
<td>LPP</td>
<td>$5,568</td>
<td>$5,568</td>
<td>$13,292</td>
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<td>Low Carbon Transit Operations Program (LCTOP)</td>
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<td>State Transit Assistance (STA) Population</td>
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<td><strong>Subtotal New Commitment</strong></td>
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<td><strong>$52,568</strong></td>
<td><strong>$102,568</strong></td>
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<td><strong>$169,398</strong></td>
<td><strong>$286,966</strong></td>
<td></td>
</tr>
</tbody>
</table>

* “Committed Amount” means funds identified in the 10-Year Delivery Plan. “New Commitment” means funds over which SBCTA has discretion, beyond the already committed amounts.

** Assumes future LCTOP or CMAQ fund first five years of operating costs

Considering the proposed funding plans above, the funds remaining available for other projects through 2024 are as follows:

### Table 2 – Uncommitted Transit Funds through 2024 after Proposed Funding Plans (1,000s)

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>Current Uncommitted</th>
<th>Target Balance after Funding WVC</th>
<th>Contingency Case Balance after Funding WVC</th>
</tr>
</thead>
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<tr>
<td>FTA 5307</td>
<td>$11,276</td>
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<tr>
<td>CMAQ</td>
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<td>LPP</td>
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<td>LCTOP</td>
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<td>$7,649</td>
</tr>
<tr>
<td>STA Population</td>
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<td>$6,410</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$136,576</strong></td>
<td><strong>$92,008</strong></td>
<td><strong>$42,008</strong></td>
</tr>
</tbody>
</table>

San Bernardino County Transportation Authority
Another key decision point for delivery of the WVC is related to when to proceed with property acquisitions. Staff does not recommend moving forward with acquiring property until it is certain the project will proceed in a timely manner. With environmental approval expected in March 2020, the project will move from preliminary engineering to final design allowing for development of the final Right-of-Way (ROW) acquisition maps within four to six months. Utilizing SBCTA’s ROW consultant bench, property acquisitions could proceed in late summer/early fall 2020. Should there be a question of funding availability at that time; staff will request direction from the SBCTA Board prior to proceeding with property acquisition.

While SBCTA has been aggressive and quite successful with grant applications in recent years, success is not assured. And while filling the full $118 million gap in WVC funding with grant funds would be ideal, setting higher grant requests reduces our chances of selection. Devising a grant strategy is a delicate balancing act between funding need and probability of success. Because of the potential implications of different WVC funding scenarios on other transit capital projects, staff is seeking the Board’s direction on the overall WVC funding strategy.

**Financial Impact:**
This item has no impact on the Fiscal Year 2019/2020 Budget.

**Reviewed By:**
This item was reviewed and unanimously recommended for approval by the Transit Committee on December 12, 2019.

**Responsible Staff:**
Andrea Zureick, Director of Fund Administration


San Bernardino County Transportation Authority
Minute Action

AGENDA ITEM: 18

Date: January 8, 2020

Subject: Mountain/Desert Subarea Caltrans Meetings


Background:
At the April 2019 San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) meeting, staff was directed to work with the California Department of Transportation (Caltrans) and local jurisdictions to identify needs and to develop funding set-asides for regional/interregional improvements in the Mountain/Desert Subareas. It was determined that a series of meetings for each Subarea would take place over the next two years for the purpose of coordinating project planning and programming among jurisdictions, identifying regional transportation infrastructure needs, and developing a list of projects on State, Interstate, and US highway routes, along with the funding amount required and availability of funding to be set aside. The final product of these meetings would be a cooperatively developed list of subarea regional/interregional projects with programmed funding to be included in SBCTA’s 2021 Update to the 10-Year Delivery Plan.

To date, meetings with Caltrans, local jurisdictions, and SBCTA staff have occurred for all Mountain/Desert Subareas. The meeting agendas have been the same for all meetings. At each meeting, projects listed in the Measure I Expenditure Plan and 10-Year Delivery Plan were reviewed as well as outstanding agreements and future project needs. Caltrans staff also provided for each Subarea a list of their active projects and a PowerPoint detailing the project locations and potential funding sources.

On August 5, 2019, the Victor Valley Subarea meeting was held at SBCTA with representatives of Caltrans District 8 Administration and Local Assistance. Caltrans projects and the Victor Valley Project list prepared in 2009 for the Major Local Highway Program (MLHP) were reviewed. It was decided that the local agencies would use that list to rank their projects and modify it as necessary, and a follow-up meeting was scheduled. At the follow up meeting on December 2, 2019, technical staff from the cities, the County of San Bernardino (County), and SBCTA reviewed the 2009 MLHP list, and a new format was agreed upon in order to incorporate federal and state funding. All individual projects were reviewed for status. A follow up meeting is scheduled in early 2020.

On November 4, 2019, three Subarea meetings were held at SBCTA: Colorado River, Mountains, and North Desert. Caltrans provided project lists for each Subarea and answered questions from the local jurisdictions.

In the Colorado River Subarea, the primary focus of both the County and City of Needles is Needles Highway. As there is limited MLHP funding in this area, federal or state funding to complete the reconstruction of the highway will be necessary, and as those funds become available, they will likely be programmed on Needles Highway.

Entity: San Bernardino County Transportation Authority
In the Mountains Subarea, Caltrans is responsible for the regional roads: State Routes (SR) 18, 138, 173, 38 and 330. The County has requested funding for two new projects, a planning study for realignment of the intersection in Crestline at SR 138, Crest Forest Drive and Lake Drive, and a roundabout in Big Bear at the intersection of SR 38 (North Shore Drive) and Stanfield Cutoff. The participants also agreed that the development of a regional project list to be included in the 2021 Update to the 10-Year Delivery Plan should be based on the Mountain Area Transportation Study (MATS) recommendations. A list of the highest ranking MATS proposed projects was reviewed. It was agreed a follow up meeting should be scheduled for early 2020.

In the North Desert Subarea, Caltrans' primary focus for projects is along Interstates 15 and 40, SR 58 and US 395. The City of Barstow (City) was unable to attend the meeting. The County's continuing focus is on National Trails Highway and Fort Irwin Road. A meeting with the City will be rescheduled for early 2020.

On November 12, 2019, the Morongo Basin Subarea meeting was held in Yucca Valley with all agencies present. Both for Caltrans and the local agencies, the primary focus for future projects will be on the SR 62 and SR 247 corridors, with emphasis on those projects listed in the 2014 Morongo Basin Area Transportation Study (MBATS). Also, roads used as access to the Marine Base in Twentynine Palms should be studied as possible projects due to the damage caused by heavy machinery and impacts on local traffic circulation.

SBCTA will prepare and provide federal and state revenue projections for the next series of meetings and will begin to compile each Subarea's proposed projects and status for presentation to the Mountain/Desert Policy Committee and to the Board.

Financial Impact:
This item is consistent with the Fiscal Year 2019/2020 Budget.

Reviewed By:
This item was received by the Mountain/Desert Policy Committee on December 13, 2019.

Responsible Staff:
Andrea Zureick, Director of Fund Administration
Minute Action

AGENDA ITEM: 19

Date: January 8, 2020

Subject:
Crest Forest Drive/Lake Drive Planning Study Funding Agreement with the County of San Bernardino

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

A. Approve an allocation in the amount of $100,000 in Measure I Mountains Subarea Project Development/Traffic Management Systems (PD/TMS) funds for the Crest Forest Drive/Lake Drive Planning Study.

B. Approve Agreement No. 20-1002236 with the County of San Bernardino in the amount of $100,000 for the Crest Forest Drive/Lake Drive Planning Study in substantially the form presented, subject to final approval as to form by General Counsel.

C. Approve an amendment to the Fiscal Year 2019/2020 Budget to increase Task No. 0550 Allocations/Pass Throughs by $100,000 to be funded with Measure I Mountains Subarea PD/TMS funds.

Background:
The County has requested $100,000 for a planning study for the proposed realignment project at the intersection of Crest Forest Drive, Lake Drive and State Route 138 (SR 138) in the unincorporated community of Crestline.

Crest Forest Drive, Lake Drive, and SR 138 intersect to form a multi-leg and skewed intersection. The intersection consists of 3-leg stop controlled approaches and 2-leg uncontrolled approaches. The 2-leg uncontrolled approaches consist of one free southbound right turn lane for both SR 138 and Lake Drive. SR 138 merges with Lake Drive approximately 90 feet north before coming together at the intersection (refer to figure below).

Project Location

Entity: San Bernardino County Transportation Authority
The project proposes to improve the intersection to optimize traffic circulation and improve safety. Currently the project is in the planning phase with various alternative design options as follows:

1. Realign SR 138 to connect to Lake Drive at 90-degree intersection, 420 feet north of the intersection, and construct turn lanes; construct cul-de-sac on SR 138 south of the realignment for local access.

2. Realign Lake Drive to connect to SR 138 at 90-degree intersection, 400 feet north of the intersection, and construct turn lanes; construct cul-de-sac on Lake Drive south of the realignment for local access.

3. Construct a roundabout.

The effective date of the agreement will be the date the County Board of Supervisors approves the Agreement which is tentatively scheduled for their January 28, 2020 meeting.

**Financial Impact:**
This item requires an amendment to the Fiscal Year 2019/2020 Budget as described in Recommendation C.

**Reviewed By:**
This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on December 13, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the draft agreement. General Counsel will approve the final form of the Agreement once it has been approved by the Board of Supervisors.

**Responsible Staff:**
Andrea Zureick, Director of Fund Administration
## General Contract Information

| Contract No: | 20-1002236 |
| Vendor No.: | 01907 |
| Vendor/Customer Name: | County of San Bernardino |
| Description: | Crest Forest Drive/Lake Drive Planning Study |
| Estimated Start Date: | 01/08/2020 |
| Expiration Date: | 06/30/2023 |
| Revised Expiration Date: | |
| List Any SBCTA Related Contracts Nos.: | |

## Dollar Amount

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<td>$</td>
<td>$</td>
<td>$100,000.00</td>
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## Total Dollar Authority (Contract Value and Contingency)

| Total Dollar Authority | $100,000.00 |

## Contract Authorization

### Board of Directors
- Date: 01/08/2020
- Item #: 6363

## Contract Management (Internal Purposes Only)

### Payable

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### Other Contracts

### Board Approved Budget Adjustment

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## Additional Notes:

Ellen Pollema  
Project Manager (Print Name)  
Andrea Zureick  
Task Manager (Print Name)
PROJECT FUNDING AGREEMENT NO. 20-1002326

FOR

CREST FOREST DRIVE/LAKE DRIVE PLANNING STUDY

(COUNTY OF SAN BERNARDINO)

THIS Project Funding Agreement (“Agreement”) is made and entered into this ________________, 2020, by and between the County of San Bernardino (‘COUNTY”) and the San Bernardino County Transportation Authority (“SBCTA”). SBCTA and COUNTY are each a “Party” and collectively “Parties.”

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Mountains Subarea Project Development/Traffic Management Systems Program (“PD/TMS”) funds; and

B. The Crest Forest Drive/Lake Drive Planning Study (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and

C. The COUNTY has identified a need of $100,000 to complete the PROJECT; and

D. The Mountains Subarea transportation planning partners have identified this PROJECT as eligible for partial funding in an amount up to $100,000 from Measure I 2010-2040 PD/TMS funds for the PROJECT; and

E. PROJECT WORK is defined as all phases of the PROJECT; and

F. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan; and

G. COUNTY desires to proceed with the PROJECT WORK in a timely manner; and

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

I. SBCTA and COUNTY are entering into this Agreement with the understanding that SBCTA will reimburse COUNTY for eligible PROJECT WORK expenditures with PD/TMS funds.
NOW, THEREFORE, SBCTA and COUNTY agree to the following:

SECTION I

SBCTA AGREES:

1. To reimburse COUNTY for the actual cost of the PROJECT WORK up to a maximum of $100,000 in PD/TMS funds. An estimate of costs for the PROJECT WORK is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for the PROJECT WORK exceeding this amount unless an amendment to this Agreement is approved by the Parties.

2. To reimburse COUNTY within thirty (30) days after COUNTY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by COUNTY up to a maximum of $100,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.

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

4. SBCTA shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

COUNTY AGREES:

1. To be the lead agency for PROJECT WORK and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT WORK as shown in Attachment A.

2. To be responsible for expending that portion of allocated PD/TMS funds on eligible PROJECT WORK expenses for an amount not to exceed $100,000 in PD/TMS funds unless this Agreement is amended in writing to approve increasing PROJECT WORK costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT WORK by COUNTY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA’s guidelines.

3. To abide by all applicable SBCTA, COUNTY, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT WORK.
4. To prepare and submit to SBCTA an original and two copies of signed invoices for reimbursement of eligible PROJECT WORK expenses. Invoices may be submitted to SBCTA as frequently as monthly.

5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SBCTA or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SBCTA during normal business hours at COUNTY. Copies will be made and furnished by COUNTY upon written request by SBCTA.

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support COUNTY’s requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT WORK elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by COUNTY.

7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT WORK costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to SBCTA and must state that these PROJECT WORK funds were used in conformance with this Agreement and for those PROJECT WORK-specific work activities described.

8. To cooperate in having a PROJECT-specific audit completed by SBCTA, at SBCTA’s option and expense, upon completion of the PROJECT WORK. The audit must state that all funds expended on the PROJECT WORK were used in conformance with this Agreement.

9. To repay to SBCTA any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of COUNTY receiving notice of audit findings, which time shall include an opportunity for COUNTY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and COUNTY fail to reimburse moneys due SBCTA within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, SBCTA reserves the right to withhold future payments due COUNTY from any source under SBCTA’s control.

10. To include SBCTA in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT WORK progress, to
provide at least quarterly schedule updates to SBCTA, and to consult with SBCTA on critical issues relative to the PROJECT WORK.

SECTION III

IT IS MUTUALLY AGREED:

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

2. The final PROJECT WORK cost may ultimately exceed current estimates of PROJECT WORK cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT WORK cost shall be borne by COUNTY unless prior authorization has been approved by the SBCTA Board of Directors pursuant to Section III, Paragraph 3 of this Agreement.

3. In the event COUNTY determines PROJECT WORK costs may exceed the not-to-exceed amount identified in Section I, Paragraph 1, COUNTY shall inform SBCTA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the COUNTY PROJECT WORK amounts identified in this Agreement. In no event, however, shall SBCTA be responsible for PROJECT WORK costs in excess of the amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.

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

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

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

7. In the event COUNTY and/or SBCTA is found to be comparatively at fault for any
claim, action, loss or damage which results from their respective obligations under
this AGREEMENT, COUNTY and/or SBCTA shall indemnify the other to the extent
of its comparative fault.

8. This Agreement will be considered terminated upon reimbursement of eligible costs
by SBCTA or June 30, 2023, whichever is sooner, provided that the provisions of
Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5, 6 and 7 of Section III,
shall survive the termination of this Agreement. The Agreement may also be
terminated by SBCTA, in its sole discretion, in the event the PROJECT WORK
described in Attachment A has not been initiated by COUNTY within eighteen (18)
months of the Effective Date of this Agreement.

9. SBCTA may terminate this Agreement if COUNTY fails to perform according to the
terms of this Agreement and if this failure jeopardizes the delivery of the COUNTY
PROJECT WORK according to the terms herein.

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

11. Attachment A (Description of Project and Milestones), and Attachment B (Summary
of Estimated Costs) are attached to and incorporated into this Agreement.

12. This Agreement may be signed in counterparts, each of which shall constitute an
original.

13. This Agreement is effective and shall be dated on the date executed by SBCTA.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized
signatories below.

---SIGNATURES ON NEXT PAGE---
SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: __________________________
Darcy McNaboe, President
Board of Directors

Date: __________________________

COUNTY OF SAN BERNARDINO

By: __________________________
Curt Hagman
Chairman

Date: __________________________

APPROVED AS TO FORM

APPROVED AS TO FORM:

MICHELLE BLAKEMORE
County Counsel

By: __________________________
Julianna K. Tillquist
SBCTA General Counsel

Date: __________________________

By: __________________________
Suzanne Bryant
Deputy County Counsel

Date: __________________________

By: __________________________
Jeffery Hill
Procurement Manager

Date: __________________________
Attachment A

CREST FOREST DRIVE/LAKE DRIVE PLANNING STUDY
Description of Project and Milestones

Project Title
Crest Forest Drive, Lake Drive and State Route 138 Intersection Improvements

Location, Project Limits, Description, Scope of Work, Legislative Description
The project is located at the intersection of Crest Forest Drive, Lake Drive and State Route (SR) 138, in the Crestline area. The proposed project is in the planning phase and currently, the scope of work of the project includes three (3) design alternatives: 1. Re-align SR 138 to connect to Lake Drive and construct turn lanes; 2. Re-align Lake Drive to connect to SR 138 and construct turn lanes, second configuration; and 3. Construct a roundabout.

Component | Implementing Agency | Reimbursements
--- | --- | ---
PA&ED | County of San Bernardino | N/A
PS&E | County of San Bernardino | N/A
Right of Way | County of San Bernardino | N/A
Construction | County of San Bernardino | N/A

Legislative Districts
Assembly: 33
Senate: 23
Congressional: 08

Purpose and Need
Crest Forest Drive, Lake Drive, and SR 138 intersect to form a multi-leg and skewed intersection. The intersection consists of 3-leg stop controlled approaches and 2-leg uncontrolled approaches. The 2-leg uncontrolled approaches consist of one free southbound right turn land for both, SR 138 and Lake Drive. SR 138 merges with Lake Drive approximately 90 feet north before coming together at the intersection. The intersection in the current state is cumbersome and results in traffic movement conflicts. The proposed alternatives may present a more efficient traffic movement at the subject intersection.

Project Benefits
The project benefits this community by improving traffic circulation at the intersection of Crest Forest Drive, Lake Drive and SR 138, Crestline area.

| Document Type | Proposed |
--- | --- |
Project Study Report Approved | N/A |
Begin Environmental (PA&ED) Phase | N/A |
Circulate Draft Environmental Document | N/A |
Draft Project Report | N/A |
End Environmental Phase (PA&ED Milestone) | N/A |
Begin Design (PS&E) Phase | N/A |
End Design Phase (Ready to List for Advertisement Milestone) | N/A |
Begin Right of Way Phase | N/A |
End Right of Way Phase (Right of Way Certification Milestone) | N/A |
Begin Construction Phase (Contract Award Milestone) | N/A |
End Construction Phase (Construction Contract Acceptance Milestone) | N/A |
Begin Closeout Phase | N/A |
End Closeout Phase (Closeout Report) | N/A |
# ATTACHMENT B

**CREST FOREST DRIVE/LAKE DRIVE PLANNING STUDY**

**Summary of Estimated Costs**

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Minute Action

AGENDA ITEM: 20

Date: January 8, 2020

Subject:
San Bernardino County Mountains Subarea Project Agreements

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

A. Approve a transfer of $500,000 in Measure I Mountains Subarea Major Local Highway Projects Program funds originally allocated to the County of San Bernardino for the Arrowbear Bridge Project to the County of San Bernardino State Route 38 at Stanfield Cutoff Project.

B. Approve Amendment No. 1 to Agreement No. 16-1001376 with the County of San Bernardino to reduce the allocation of Measure I Mountains Subarea Major Local Highway Projects Program funds by $500,000 to $2,500,000 for the Arrowbear Bridge Project.

C. Approve Agreement No. 20-1002325 with the County of San Bernardino in the amount of $500,000 in Measure I Mountains Subarea Major Local Highway Projects Program funds for the State Route 38 at Stanfield Cutoff Project in substantially the form presented, subject to final approval as to form by General Counsel.

Background:
The County of San Bernardino (County) has requested that $500,000 of the previous allocation of Mountains Subarea Major Local Highway Projects (MLHP) Program funding be moved from the Arrowbear Bridge Replacement Project (Project) to the State Route 38 (SR 38) at Stanfield Cutoff Project Study. The Project has been delayed due to the possible need to rebuild an adjacent dam prior to the bridge replacement. Concurrently, the County has identified the need to rebuild the intersection at SR 38 and Stanfield Cutoff in the unincorporated area north of Big Bear Lake. An agreement was reached between the County Supervisors of the Second and Third Districts to transfer funding from the one project to the other, with future replacement as the County’s share of MLHP funds become available.

The SR 38 (North Shore Drive) at Stanfield Cutoff Project is a study to determine the feasibility and cost to construct a roundabout at the current offset intersection near the North Shore Elementary School and the Big Bear Animal Shelter. There is also a public boat launch ramp nearby.

Stanfield Cutoff is a 2-lane north-south road that intersects east-west SR 38 at an offset 4-leg intersection. The intersection is stop controlled on the north and south legs. The north and south legs of the intersection are offset. Also, there is a marked crosswalk on Stanfield Cutoff to the south of the intersection from the school to bike path.

The project was identified in the 2017 Mountain Area Transportation Study due to the following factors: (1) a difficult northbound left turn to access the boat launch area during the summer months; (2) an offset intersection; (3) inadequate queue storage length for northbound Stanfield Cutoff vehicles; and (4) a non-compliant crosswalk from the school to the bike path.

Entity: San Bernardino County Transportation Authority
The scope of the future project proposes to improve the intersection to optimize traffic circulation and improve safety. Other project work will include constructing Americans with Disabilities Act compliant ramps on both sides of the marked crosswalk.

Currently the project is in the planning phase with various alternative design options as follows:
2. Traffic signals installation and realignment of north and/or south legs to eliminate offset.
3. Traffic signals installation.

**Financial Impact:**
This item has no impact on the Fiscal Year 2019/2020 Budget.

**Reviewed By:**
This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on December 13, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager and have reviewed this item and drafts of the agreement and amendment. General Counsel will approve the final form of the Agreement once it has been approved by the Board of Supervisors.

**Responsible Staff:**
Andrea Zureick, Director of Fund Administration
## General Contract Information

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**Description:** Arrowbear Drive Bridge Replacement Project MLHP Funding Agreement

**Estimated Start Date:** 08/23/2016  **Expiration Date:** 12/31/2022  **Revised Expiration Date:**

List Any SBCTA Related Contracts Nos.: 

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**Total/Revised Contract Value:** $2,500,000.00

**Total Contingency Value:** $-  **Total Dollar Authority (Contract Value and Contingency):** $2,500,000.00

### Contract Authorization

**Board of Directors:**  **Date:** 01/08/2020  **Board:**  **Item #:** 6362

### Contract Management (Internal Purposes Only)

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**Funding Agreement No:**

| GL: 4630, 50, 0550, 0516, 54B40, 41100000 | - |
| GL:  |  |  |

**Ellen Pollema**  **Andrea Zureick**

**Project Manager (Print Name):**  **Task Manager (Print Name):**

**Additional Notes:**

---

Form 200 05/2018
AMENDMENT NO. 1 TO AGREEMENT NO. 16-1001376
FOR
ARROWBEAR DRIVE BRIDGE REPLACEMENT PROJECT
(COUNTY OF SAN BERNARDINO)

THIS Amendment No. 1 to Project Funding Agreement 16-1001376 is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the County of San Bernardino ("COUNTY"). SBCTA and COUNTY are each a "Party" or collectively, "Parties."

RECITALS

A. The Parties entered into Project Funding Agreement 16-1001376 on or about July 6, 2016 ("Agreement"), to fund the Arrowbear Drive Bridge Replacement Project in the County of San Bernardino ("PROJECT"); and

B. COUNTY has requested that the allocation be reduced by $500,000 to $2,500,000 and that reduction of $500,000 be transferred to their State Route 38/Stanfield Cutoff Project, with replacement of those funds in the future when available from COUNTY’s share of Mountains Subarea Major Local Highway Projects Program funds; and

C. The Parties desire to amend the Agreement to reduce the Measure I 2010-2040 Mountains Subarea Major Local Highway Program ("MLHP") funds by $500,000 (from $3,000,000 to $2,500,000) allocated for the PROJECT, and update the Attachment A, Summary of Estimated Costs.

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

SECTION I

1. All references to AUTHORITY in the Agreement shall mean SBCTA.

2. Section I, Paragraph 1, is hereby deleted in its entirety and replaced with the following:

   “To reimburse COUNTY for the actual cost of the PROJECT up to a maximum of $2,500,000 in MLHP funds. An estimate of costs for the PROJECT is provided in Attachment B-1. SBCTA shall have no further responsibilities to provide any funding for PROJECT exceeding this amount without an amendment to this agreement.”
3. Section I, Paragraph 2, is hereby deleted in its entirety and replaced with the following:

“To reimburse COUNTY within thirty (30) days after COUNTY submits an original and an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by COUNTY up to a maximum of $2,500,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.”

4. Section II, Paragraph 2, is hereby deleted in its entirety and replaced with the following:

“To be responsible for all project costs in excess of $2,500,000 in MLHP funds absent approval of an additional allocation from the SBCTA Board of Directors.”

5. Section II, Paragraph 3, is hereby deleted in its entirety and replaced with the following:

“To be responsible for expending that portion of the eligible PROJECT expenses, subject to reimbursement by SBCTA hereunder, for an amount not to exceed $2,500,000 in MLHP Funds. Expenses relative to time spent on the PROJECT by COUNTY are considered eligible PROJECT expenses and may be charged to the PROJECT funds subject to SBCTA’s guidelines.”

6. Attachment B is replaced in its entirety with Attachment B-1, attached hereto, to reflect the change in funding.

7. The Recitals to this Amendment No. 1 are true and correct and are incorporated herein.

8. Except as amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

7. This Agreement is effective and shall be dated on the date executed by SBCTA.

-- SIGNATURES ON NEXT PAGE --
IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 Below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: ________________________
Darcy McNaboe, President
Board of Directors

Date: ________________________

COUNTY OF SAN BERNARDINO

By: ________________________
Curt Hagman, Chairman

Date: ________________________

APPROVED AS TO FORM:

: ________________________

APPROVED AS TO FORM:

MICHELLE BLAKEMORE
County Counsel

By: ________________________
Julianna K. Tillquist
SBCTA General Counsel

Date: ________________________

By: ________________________
Suzanne Bryant
Deputy County Counsel

Date: ________________________

By: ________________________
Jeffery Hill
Procurement Manager

Date: ________________________
ATTACHMENT B-1

ARROWBEAR DRIVE BRIDGE REPLACEMENT PROJECT
COUNTY OF SAN BERNARDINO

Summary of Estimated Costs

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<td>$500,000</td>
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(1) AUTHORITY’s Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement.
Contract Summary Sheet

General Contract Information

Contract No: 20-1002325  Amendment No: ________  Sole Source? N/A
Vendor No.: 01907  Vendor/Customer Name: County of San Bernardino
Description: SR 38 at Stanfield Cutoff Project
Estimated Start Date: 01/08/2020  Expiration Date: 06/30/2022  Revised Expiration Date: ________
List Any SBCTA Related Contracts Nos: ________

Dollar Amount

| Original Contract | $ 500,000.00 | Original Contingency | $  - |
| Prior Amendments | $ - | Prior Amendments | $ - |
| Current Amendment | $ - | Current Amendment | $ - |

Total/Revised Contract Value $ 500,000.00  Total Contingency Value $ -

Total Dollar Authority (Contract Value and Contingency) $ 500,000.00

Contract Authorization

Board of Directors Date: 01/08/2020  Board Item # 6362

Contract Management (Internal Purposes Only)

Payable Other Contracts No Budget Adjustment

Accounts Payable

Total Contract Funding: $ 500,000.00

| GL: | 4630 | 50 | 5510 | 0516 | 41100001 | 500,000.00 |
| GL: | - | - | - | - | - | - |
| GL: | - | - | - | - | - | - |
| GL: | - | - | - | - | - | - |
| GL: | - | - | - | - | - | - |
| GL: | - | - | - | - | - | - |
| GL: | - | - | - | - | - | - |
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Total Contingency: $ -

Accounts Receivable

Total Contract Funding: $ -

| Funding Agreement No: | - | Reversion Date: |
| GL: | - | GL: - |
| GL: | - | GL: - |
| GL: | - | GL: - |
| GL: | - | GL: - |
| GL: | - | GL: - |

Ellen Pollema  Andrea Zureick
Project Manager (Print Name)  Task Manager (Print Name)

Additional Notes:

Form 200 05/2018
PROJECT FUNDING AGREEMENT NO. 20-1002325

FOR

STATE ROUTE 38 AT STANFIELD CUTOFF PROJECT

(COUNTY OF SAN BERNARDINO)

THIS Project Funding Agreement (“Agreement”) is made and entered into this ______________, 2020, by and between the County of San Bernardino (“COUNTY”) and the San Bernardino County Transportation Authority (“SBCTA”). SBCTA and COUNTY are each a “Party” and collectively “Parties.”

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Mountains Subarea Major Local Highway Program (“MLHP”) funds; and

B. The State Route (SR) 38 at Stanfield Cutoff Project (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and

C. COUNTY has identified a need of $500,000 to initiate the PROJECT; and

D. The Mountains Subarea transportation planning partners have identified this PROJECT as eligible for partial funding in an amount up to $500,000 from Measure I 2010-2040 MLHP funds for the PROJECT; and

E. PROJECT WORK is defined as Planning Study, Project Approval and Environmental Documents, and Plans, Specifications and Estimates of the PROJECT; and

F. COUNTY desires to proceed with the PROJECT WORK in a timely manner; and

G. The PROJECT consists of improvements at the intersection of SR 38 (North Shore Drive) and Stanfield Cutoff in the Big Bear City area; and

H. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan; and

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

J. SBCTA and COUNTY are entering into this Agreement with the understanding that SBCTA will reimburse COUNTY for eligible PROJECT WORK expenditures with MLHP funds.
NOW, THEREFORE, SBCTA and COUNTY agree to the following:

SECTION I

SBCTA AGREES:

1. To reimburse COUNTY for the actual cost of the PROJECT WORK up to a maximum of $500,000 in MLHP funds. An estimate of costs for the PROJECT WORK is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for the PROJECT WORK exceeding this amount unless an amendment to this Agreement is approved by the Parties.

2. To reimburse COUNTY within thirty (30) days after COUNTY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by COUNTY up to a maximum of $500,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.

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

4. SBCTA shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

COUNTY AGREES:

1. To be the lead agency for PROJECT WORK and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT WORK as shown in Attachment A.

2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT WORK expenses for an amount not to exceed $500,000 in MLHP funds unless this Agreement is amended in writing to approve increasing PROJECT WORK costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT WORK by COUNTY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA’s guidelines.

3. To abide by all applicable SBCTA, COUNTY, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT WORK.
4. To prepare and submit to SBCTA an original and two copies of signed invoices for reimbursement of eligible PROJECT WORK expenses. Invoices may be submitted to SBCTA as frequently as monthly.

5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SBCTA or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SBCTA during normal business hours at COUNTY. Copies will be made and furnished by COUNTY upon written request by SBCTA.

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support COUNTY’s requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT WORK elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by COUNTY.

7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT WORK costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to SBCTA and must state that these PROJECT WORK funds were used in conformance with this Agreement and for those PROJECT WORK-specific work activities described.

8. To cooperate in having a PROJECT-specific audit completed by SBCTA, at SBCTA’s option and expense, upon completion of the PROJECT WORK. The audit must state that all funds expended on the PROJECT WORK were used in conformance with this Agreement.

9. To repay to SBCTA any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of COUNTY receiving notice of audit findings, which time shall include an opportunity for COUNTY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and COUNTY fail to reimburse moneys due SBCTA within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, SBCTA reserves the right to withhold future payments due COUNTY from any source under SBCTA’s control.

10. To include SBCTA in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT WORK progress, to
provide at least quarterly schedule updates to SBCTA, and to consult with SBCTA on critical issues relative to the PROJECT WORK.

SECTION III

IT IS MUTUALLY AGREED:

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

2. The final PROJECT WORK cost may ultimately exceed current estimates of PROJECT WORK cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT WORK cost shall be borne by COUNTY unless prior authorization has been approved by the SBCTA Board of Directors pursuant to Section III, Paragraph 3 of this Agreement.

3. In the event COUNTY determines PROJECT WORK costs may exceed the not-to-exceed amount identified in Section I, Paragraph 1, COUNTY shall inform SBCTA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the COUNTY PROJECT WORK amounts identified in this Agreement. In no event, however, shall SBCTA be responsible for PROJECT WORK costs in excess of the amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.

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

5. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. COUNTY’s indemnification obligation applies to SBCTA’s “active” as well as “passive” negligence but does not apply to SBCTA’s “sole negligence” or “willful misconduct.”

6. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify
and save harmless COUNTY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement. SBCTA’s indemnification obligation applies to COUNTY’s “active” as well as “passive” negligence but does not apply to COUNTY’s “sole negligence” or “willful misconduct.”

7. In the event COUNTY and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, COUNTY and/or SBCTA shall indemnify the other to the extent of its comparative fault.

8. This Agreement will be considered terminated upon reimbursement of eligible costs by SBCTA or June 30, 2022, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5, 6 and 7 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by SBCTA, in its sole discretion, in the event the PROJECT WORK described in Attachment A has not been initiated by COUNTY within eighteen (18) months of the Effective Date of this Agreement.

9. SBCTA may terminate this Agreement if COUNTY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the COUNTY PROJECT WORK according to the terms herein.

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

11. Attachment A (Description of Project and Milestones), and Attachment B (Summary of Estimated Costs) are attached to and incorporated into this Agreement.

12. This Agreement may be signed in counterparts, each of which shall constitute an original.

13. This Agreement is effective and shall be dated on the date executed by SBCTA.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized signatories below.

---SIGNATURES ON NEXT PAGE---
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: __________________________
    Darcy McNaboe, President
    Board of Directors

Date: __________________________

APPROVED AS TO FORM:

By: __________________________
    Julianna K. Tillquist
    SBCTA General Counsel

Date: __________________________

By: __________________________
    Jeffery Hill
    Procurement Manager

Date: __________________________

COUNTY OF SAN BERNARDINO

By: __________________________
    Curt Hagman
    Chairman

Date: __________________________

APPROVED AS TO FORM:

MICHELLE BLAKEMORE
    County Counsel

By: __________________________
    Suzanne Bryant
    Deputy County Counsel

Date: __________________________

By: __________________________

SBCTA General Counsel

Date: __________________________

Procurement Manager
Attachment A

SR 38 AT STANFIELD CUTOFF PROJECT
Description of Project and Milestones

Project Title
Stanfield Cutoff Improvement

Location, Project Limits, Description, Scope of Work, Legislative Description
The project is located at Stanfield Cutoff and State Route (SR) 38 (N. Shore Drive) near the lake in Big Bear City. The proposed project is in the planning phase and currently, the scope of work of the project includes three (3) design alternatives: 1. Construct a Roundabout; 2. Install traffic signals and re-align the north and/or south legs to eliminate offset; and 3. Install traffic signals. In addition, construction of Americans with Disabilities Act (ADA) compliant ramps are included as part of the 3 above-mentioned options.

Component | Implementing Agency | Reimbursements
---|---|---
PA&ED | County of San Bernardino Authority |  
PS&E | County of San Bernardino Authority |  
Right of Way | County of San Bernardino Authority |  
Construction | County of San Bernardino Authority |  

Legislative Districts

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Purpose and Need
Stanfield Cutoff is a 2-lane north-south road that intersects east-west SR 38 at an offset 4-leg intersection. The intersection, currently is a 4-way stop controlled on all legs. The north and south legs of the intersection are offset. There is also a marked crosswalk on Stanfield Cutoff to the south of the intersection from the school to the bike path. Currently, the intersection experiences traffic delay particularly during the boat season in the summer months. The project proposes alternatives to improve traffic congestion at the subject intersection.

Project Benefits
The project benefits this community by improving the traffic circulation at the intersection of SR 38 and Stanfield Cutoff, Big Bear City.

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<td>End Right of Way Phase (Right of Way Certification Milestone)</td>
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<td>End Construction Phase (Construction Contract Acceptance Milestone)</td>
<td>June 2023</td>
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**ATTACHMENT B**

SR 38 AT STANFIELD CUTOFF PROJECT
Summary of Estimated Costs

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<th>Total Cost</th>
<th>SBCTA Funds*</th>
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*SBCTA’s Share can be from sources under control of SBCTA including but not limited to Measure I Major Local Highways Program (MLHP), State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement.
**Minute Action**

**AGENDA ITEM: 21**

**Date:** January 8, 2020

**Subject:**
State and Federal Legislative Update

**Recommendation:**
A. Receive Presentation by Lauri Hettinger and Leslie Pollner from Holland & Knight LLP, San Bernardino Transportation Authority’s federal advocates, on the 2019 Federal Legislative and 2020 Legislative preview.

B. Receive Presentation by Delaney Hunter and Ross Buckley from California Advisors, LLC, San Bernardino Transportation Authority’s state advocates, on the 2019 State Legislative and 2020 Legislative preview.

**Background:**
The San Bernardino County Transportation Authority’s Legislative and Public Affairs Department is charged with monitoring legislation and policies at the state and federal levels that could impact SBCTA’s ability to fulfill its role as chief transportation planning and project delivery agency in San Bernardino County. SBCTA contracts with state and federal advocates to aide in tracking legislation and policies, as well as engaging with state and federal elected representatives and administrative staff to advance SBCTA goals and objectives. Annually, SBCTA’s state and federal advocates brief the Board of Directors at the outset of a legislative year to review any relevant legislation or policies from the previous year and give an update on pressing issues for the upcoming year. The federal legislative update will be presented by Lauri Hettinger and Leslie Pollner from Holland & Knight LLP, SBCTA’s federal advocates, and a state legislative update from Delaney Hunter and Ross Buckley from California Advisors, LLC, SBCTA’s state advocates.

**Financial Impact:**
This item has no impact on the Fiscal Year 2019/2020 Budget.

**Reviewed By:**
This item has not received prior policy committee or technical advisory committee review.

**Responsible Staff:**
Otis Greer, Director of Legislative and Public Affairs

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Approved
Board of Directors
Date: January 8, 2020
Witnessed By:

*Entity: San Bernardino County Transportation Authority*
Minute Action

AGENDA ITEM: 22

Date: January 8, 2020

Subject:
Amendment No. 4 to Professional Services Contract No. C14045 with AECOM for State Route 60 Central Ave

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

Approve Amendment No. 4 to Professional Services Contract No. C14045 with AECOM Technical Services, Inc. for design services on the State Route 60 Central Interchange project to incorporate additional work authorized pursuant to release of contingency in the amount of $197,019.00 into the contract value, increase the contract budget for new design elements and additional construction support totaling $299,363.75 for a revised total contract amount of $2,853,580.01, and extend the contract expiration date to June 30, 2022.

Background:
The SR-60 Central Avenue Interchange project proposes to widen the existing Central Avenue Bridge over SR-60, widen both westbound and eastbound on-ramps, and improve both ramp intersections. The project would improve local street circulation, facilitate freeway access for the City of Chino, and improve regional mobility. SBCTA and the City of Chino executed Cooperative Agreement No. R14050 in June of 2014, whereby SBCTA would be the lead agency for all project phases. Since then, the project has progressed through the project initiation document phase and environmental & preliminary design phase. Currently, the project is at the final design phase and advertisement of the construction contract is planned for Spring of 2020.

On March 25, 2015, SBCTA retained the services of AECOM under design services Contract C14045 to perform environmental and design services and deliver the project through final design. Amendments No. 1 and 2 of the design services Contract was to address changes to the scope of the project resulting from project refinements as it progressed through development. Amendment No. 3 was approved recently to extend the performance period to allow the project to progress through the end of the final design phase.

This Amendment No. 4 to the design services Contract No. C14045 (15-1001251) with AECOM is to address unanticipated comments received on the 100% Plans, Specifications, and Estimates (PS&E) package for the State Route 60 (SR 60) Central Avenue Interchange Project on two structural elements of the project and to increase the budget for design support during construction. The second iteration of the 100% PS&E was completed and submitted to the California Department of Transportation (Caltrans) in August 2019, and comments were received in September 2019. Reviews by Caltrans required San Bernardino County Transportation Authority (SBCTA) to change the wall type on approximately 900 linear feet of a proposed retaining wall along the eastbound (EB) on-ramp, change the structure type for a retaining wall over a stormwater box culvert along Central Avenue, and update the electrical PS&E.

Eastbound on-ramp retaining wall: In previous submittals, a Type 60 barrier wall was proposed by AECOM and was allowed by local Caltrans reviewers for use to retain about a 900-

Entity: San Bernardino County Transportation Authority
foot segment and about 5-feet of dirt on a slope. This approach was discussed during several project team meetings and was determined by the team to be the most cost-effective method serving as a retaining structure. The Type 60 was included in the 65% and 95% PS&E packages and was carried forward to the 100% PS&E phase. During the final reviews of the PS&E package, Caltrans structural reviewers from the Headquarters (HQ) Office of Engineering Services indicated that the Type 60 barrier was no longer an acceptable method to retain dirt and that a soil nail wall type was required to reduce risk of structural failure. AECOM had several follow up discussions with Caltrans HQ structural reviewers and ultimately concurred to use a soil nail wall type. Considerations to use a soil nail wall type included the proximity of an elevated stormwater channel near the EB on-ramp and seismic characteristics in the area.

The change in wall type will require additional soil investigations to support and assure the sufficiency of the structural design. Soils investigations will include borings, lab testing, and revisions to the foundation report of this segment of wall. Additional engineering is also needed to determine the revised retaining wall dimensions and details to be incorporated into the design plans and specifications. Cost proposed for this work is $70,808.00, which includes field soil investigations, geotechnical report, and revised design.

**Chino Stormwater Channel culvert retaining wall:** A short retaining wall is required at the back of the sidewalk along the west side of Central Avenue. A Type 1 retaining wall with lightweight slurry as backfill was initially proposed to allow widening of Central Avenue over a box culvert along the Chino Stormwater Channel. The design criterion of this retaining wall was to avoid any direct impacts to the culvert and reduce the load on the stormwater structure. Both the San Bernardino County Flood Control District (SBFCFD) and Caltrans reviewers concurred with the proposed design to use a Type 1 wall. During the final reviews of the PS&E package, Caltrans structural reviewers from the HQ Office of Engineering Services indicated that a cantilever structure rather than a Type 1 wall was preferred to reduce risk of structural failure of the box culvert. A cantilever structure would place the loading on the outside ends of the structure, thus reducing the load on the culvert itself. In addition, AECOM was informed that the slurry would be very difficult to approve at Caltrans HQ since it is a non-traditional approach. Cost proposed for this work is $16,800.00 for a revised design.

**Update to Caltrans Electrical Plans and Specifications:** On October 18, 2019, Caltrans released a new update to the Standard Plans, Standard Specifications, and Standard Special Provisions. This new update also affected the standard construction item codes and pay descriptions. AECOM has been coordinating with Caltrans Electrical Design staff and direction was provided on which design plan features and specifications should be updated to be consistent with current payment methods and contract administration practices. Not all new electrical features in the PS&E package had to be changed since the project is at the 100% PS&E level. A total of $11,755.75 is being proposed to update various plan sheets, specifications, and estimates for this work.

**Design Support During Construction:** In AECOM’s original budget, an amount of about $59,000 was identified for construction support during construction. Although design construction support for similar projects has been averaging between $250,000-$350,000, City and SBCTA staff agreed to defer an amendment to the AECOM contract until after the completion of the design phase in the event there were savings from other tasks to shift to San Bernardino County Transportation Authority
construction support work. With changing Caltrans requirements and higher than anticipated complexity with construction staging, aesthetics, and drainage on the project, there were no savings identified. With AECOM’s existing budget of $59,000.00 for construction support, an amendment of $200,000.00 would bring the cost for the task within the typical range.

Amendment No. 4 to Professional Services Contract No. C14045 also incorporates into the contract amount a total of $197,019.00 for additional work previously authorized pursuant to release of contingency consistent with the Board’s approval. With the amount requested in this Amendment 4, and of the previous release of contingency, the revised contract amount is $2,853,580.01.

Lastly, this amendment would extend the expiration of Professional Services Contract No. C14045 to June 30, 2022 to allow sufficient time for AECOM to support the project during construction, prepare as-built plans, and support SBCTA during project closeout. The consultant has been performing adequately under the contract. This time extension is needed so the contract will not expire while work continues.

This design work is necessary to achieve PS&E approval and the subsequent Ready to List. The total amount under this amendment is $299,363.75. This item would exceed the design phase cost in Cooperative Agreement No. 15-1001091 with the City of Chino, however, the agreement allows phase costs to vary provided the total cost stays within the agreement amount. It is anticipated that an amendment to the cooperative agreement will also be taken to a future Board meeting to address any cost adjustments as the project proceeds with advertisement and award of the construction contract and the construction capital cost estimate is finalized. It is recommended to approve this amendment to allow the project design to progress and keep the project on schedule. Concurrently, staff will work with City staff to amend the cooperative agreement, which will be updated to include all estimated cost increases.

Financial Impact:
This item is consistent with the Fiscal Year 2019/2020 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0893 SR 60 Central Avenue Interchange Project.

Reviewed By:
This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:
Paula Beauchamp, Director of Project Delivery and Toll Operations
### General Contract Information

- **Contract No.:** 15-1001251
- **Amendment No.:** 4
- **Vendor No.:** 00091
- **Vendor/Customer Name:** AECOM Technical Services, Inc.
- **Description:** SR-60 Central Avenue Interchange Professional Services Contract for Design Services
- **Estimated Start Date:** 03/04/2015
- **Expiration Date:** 04/30/2020
- **Revised Expiration Date:** 06/30/2022
- **List Any SBCTA Related Contracts Nos.:** 15-1001091

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**Total Dollar Authority (Contract Value and Contingency):** $2,857,816.01

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### Contract Authorization

- **Board of Directors:** Date: 01/08/2020
- **Board Item #:** 6329

### Contract Management (Internal Purposes Only)

- **Payable:**
  - **Capital Project Contracts:**
    - **No Budget Adjustment:**

### Additional Notes

Additional Notes: Contract amendment includes $299,363.75 for new SOW and $197,019.00 for ratification of contingency released

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**Project Manager (Print Name):** Paul Melocoton

**Task Manager (Print Name):** Paula Beauchamp

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Form 200 05/2018

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Packet Pg. 202
AMENDMENT NO. 4 TO CONTRACT NO. C14045

FOR

PROFESSIONAL SERVICES FOR PROJECT INITIATION DOCUMENTS, PROJECT REPORT & ENVIRONMENTAL DOCUMENT, AND PLANS, SPECIFICATIONS & ESTIMATES FOR THE SR-60 CENTRAL AVENUE INTERCHANGE PROJECT

(AECOM TECHNICAL SERVICES, INC.)

This AMENDMENT No. 4 to Contract No. C14045 is made by and between AECOM Technical Services, Inc. (“CONSULTANT”) and the San Bernardino County Transportation Authority (“SBCTA”). SBCTA and CONSULTANT are each a “Party” and collectively the “Parties” herein.

RECITALS:

A. SBCTA, under Contract No. C14045 (“Contract”), engaged the services of CONSULTANT to provide professional services for preliminary engineering, environmental services, and preparation of plans, specifications, and estimates for the SR-60 Central Avenue Interchange project (“Project”).

B. On April 16, 2018, Project contingency in the amount of $174,795.00 was authorized to allow CONSULTANT to develop landscape concepts, prepare material reports and geotechnical reports for proposed retaining walls due to addition of a third lane on both on-ramps, and address new changes to the Caltrans Ramp Metering Design Guidelines and Highway Design Manual.

C. On August 16, 2018, Project contingency in the amount of $22,224.00 was authorized to allow CONSULTANT to prepare final plans and specifications for a seismic retrofit of the existing bridge columns of the SR-60/Central Avenue Bridge.

D. On September 12, 2018, the Parties entered into Amendment No. 1 to Contract to modify the subconsultant insurance provisions and increasing the contract price by $99,906.00 for unanticipated work related to the addition of HOV by-pass lanes for the Project.

E. On December 5, 2018, the Parties entered into Amendment No. 2 to Contract increasing the contract price by $244,741.62 to allow incorporation of additional design features in the final plans and specifications.

F. In December 2019, the Parties entered into Amendment No. 3 to Contract extending its termination date from December 31, 2019 to April 30, 2020.

G. Parties desire to further amend Contract to increase budget to allow work to address requirements to modify design for eastbound on-ramp retaining wall and sidewalk structure over Chino Creek Channel and incorporate changes to electrical sheets and provide additional budget for design support during construction.
NOW THEREFORE, the Parties agree to amend Contract No. C14045 as follows:

1. The services and fees described in Contingency Release Authorizations dated April 16, 2018 and August 16, 2018 are hereby incorporated by reference into the terms and conditions of the Contract.

2. The last sentence in Section 4.1 is amended to read as follows:

“The Contract shall end on June 30, 2022, unless extended by written amendment.”

3. Amend Section 5.11 in its entirety to read as follows:

“5.11 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed $2,853,580.01.”

4. The Recitals set forth above are incorporated herein by this reference.

5. Except as amended by this Amendment No. 4, all other provisions of the Contract, and amendments thereto, shall remain in full force and effect.

6. This Amendment No. 4 is effective on the date executed by SBCTA.

IN WITNESS WHEREOF, the authorized parties have signed below.

AECOM TECHNICAL SERVICES, INC.  SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: ____________________________  By: ____________________________

Matt Ulukaya  Darcy McNaboe
Vice President  Board President

Date: ____________________________  Date: ____________________________

APPROVED AS TO FORM:

By: ____________________________

Julianna Tillquist  General Counsel

CONCURRENCE

By: ____________________________

Jeffery Hill  Procurement Manager
Minute Action

AGENDA ITEM: 23

Date: January 8, 2020

Subject: Mt. Vernon Viaduct Railroad Agreements and Design Build Contract

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Authorize the SBCTA Board President to execute Construction and Maintenance Agreement No. 19-1002208 with BNSF Railway and the City of San Bernardino for the demolition, construction, and maintenance of the Mt. Vernon Viaduct, and for SBCTA to pay BNSF Railway actual construction support costs, estimated at $4,300,000, provide a mitigation payment to BNSF in an amount not-to-exceed $48,325,000, and receive a project contribution from BNSF for $29,500,000, upon finalization by staff and approval as to form by SBCTA General Counsel.

B. Authorize SBCTA Board President to execute Property Conveyance Agreement No. 19-1002209 between SBCTA and BNSF Railway for the Mt. Vernon Viaduct project, detailing disposition of properties between the two entities, upon finalization by staff and approval as to form by SBCTA General Counsel.

C. Authorize SBCTA Board President to execute Construction Agreement No. 19-1002210 between SBCTA and Southern California Regional Rail Authority for design and construction parameters and payment of up to $500,000 for engineering, flagging and inspection costs for the Mt. Vernon Viaduct project.

D. Authorize the SBCTA Board President to award and execute Contract No. 18-1001966, in substantially the form attached, for the Mt. Vernon Viaduct Design Build (DB) Contract to Traylor-Granite Joint Venture for $TBD (to be determined and specified prior to the Board meeting), upon satisfaction of all conditions precedent to such award as set forth in the Request for Proposals, including, but not limited to, concurrence by the California Department of Transportation with the project’s Initial Funding Plan, and to take any other actions necessary to effectuate the award and execution of the DB Contract; and,

E. Approve allowances of $TBD and contingency of $TBD and authorize the Executive Director or designee to release as necessary for the Mt. Vernon Viaduct DB Contract No. 18-1001966, up to the full amount of the contingency, for a total amount of $TBD.

F. Authorize stipend payment of $175,000 to the unsuccessful, responsive, responsible proposer, Pulice Construction, per the terms of the Request for Proposals.

Background:
This agenda item is for approval of cooperative agreements with BNSF and Southern California Regional Rail Association (SCCRA) and for award of a new contract to demolish the existing Mt. Vernon Viaduct and design and build a new bridge which is wider, longer, and consistent with current design standards. This project will replace the existing Mt. Vernon Viaduct over the SCERRA and BNSF Railway mainline, storage and yard tracks. Since this project will impact SCERRA and BNSF facilities, San Bernardino County Transportation Authority (SBCTA) developed agreements with each railroad company intended to define the roles and responsibilities of each party, describe the scope of work, and delineate accessibility to the work

Entity: San Bernardino County Transportation Authority
areas. The existing bridge has a sufficiency rating of 2 out of 100 and is in urgent need of replacement. SBCTA took over the management of this project from the City of San Bernardino (City) in 2016. SBCTA then received legislative approval in 2017 to administer this project through the Design Build (DB) delivery method in order to get a firm under contract to demolish and rebuild the bridge as expeditiously as possible. Since then, staff has been working with various consultants to finalize the preliminary engineering, complete an environmental revalidation and develop a DB procurement package.

The first agreement, which is referenced in Recommendation A, is a three party agreement between BNSF Railway, the City, and SBCTA. It specifies the roles and responsibilities and funding commitments amongst the parties during design, construction and maintenance periods. SBCTA is responsible for demolishing the existing bridge and designing and constructing its replacement, a new bridge that meets current design standards and accommodates safe travel by vehicular, pedestrian, and bicycle traffic. In order to demolish and construct the bridge, BNSF will provide the necessary rights during construction for SBCTA’s DB contractor to access the site while BNSF performs railroad flagging to assure the safety of the construction crew. BNSF will provide inspection services and yard coordination for work performed by the DB contractor.

To allow the DB contractor greater work windows between two adjacent tracks, BNSF will design and construct two shoofly tracks to shift planned train movement from two existing sets of tracks to the shoofly tracks. Closure of the two existing tracks allows for greater work periods for the design builder during construction. Without this mitigation work, the bridge closure would span approximately six years instead of three, according to project engineers. The shoofly tracks will avoid this lengthy impact to both the public and costly piecemeal construction, and were discussed in the project’s environmental document. While the shoofly tracks mitigate for impacts to the public, the location of the shooflys unavoidably impact some of BNSF’s existing facilities and trailer parking. For this reason, additional property was needed to accommodate the project’s mitigation needs. The area with the least impact to the public is the property currently owned by BNSF and other private property owners between 4th Street and Kingman and between Cabrera and Mt. Vernon. BNSF desires to own these properties being acquired by SBCTA, within the boundaries of 4th Street, Cabrera, and Kingman, in the future. SBCTA will convey the properties to BNSF as detailed in Recommendation B. There will also be other property conveyances between SBCTA, BNSF, and the City of San Bernardino to make the project fully mitigated, which are addressed in the two agreements. In addition, BNSF will not require SBCTA to remove the shooflys and restore the acquired area to preconstruction conditions. This is a savings of approximately $10 million to SBCTA, and because the shooflys may not be in a location that BNSF desires for their facility, any revisions to the alignment would be solely at BNSF expense.

Payments for the above costs are addressed within the Construction and Maintenance Agreement with BNSF. SBCTA will pay the actual costs, approximately $4,300,000, for BNSF flagging, inspection, and coordination, as well as up to a capped amount of $48,375,000 for the mitigation work. While BNSF is not a required funding partner, BNSF has agreed to provide a fixed in-lieu project contribution of $29,500,000. After construction, this agreement’s maintenance terms will be in place between the City and BNSF Railway.

San Bernardino County Transportation Authority
Because the existing bridge is considered structurally obsolete with a sufficiency rating of 2 out of 100, it is important to execute this agreement soon after the DB contract is awarded; therefore, staff is requesting authority for the SBCTA Board President to execute the agreement upon finalization by staff and approval as to form by General Counsel.

The third agreement, in Recommendation C, is a Construction and Maintenance Agreement with SCRRRA for the general design and construction parameters for the Mt. Vernon Viaduct project where it crosses SCRRRA lines. The southern end of the bridge crosses several SCRRRA-operated tracks serving Metrolink trains. This Agreement provides work windows, review times, and clearance requirements for SBCTA’s DB contractor to plan and design their work, and commits SCRRRA and SBCTA to work together through the development of final plans, demolition, and new bridge construction. The maintenance of the portion of the bridge over SCRRRA tracks after construction will be the subject of an anticipated later amendment to this Agreement, which will specify the City’s responsibilities for future maintenance. The SCRRRA Agreement also commits SBCTA to pay up to $500,000 for engineering, flagging and inspection. It is anticipated this Agreement will be amended when final design is complete and costs for the balance of the project are defined. The total costs payable under this contract could exceed $1.2 million, once the final design and schedule are determined.

In preparation for the then upcoming Request for Qualifications (RFQ), SBCTA held a DB RFQ Industry Outreach on July 26, 2018. At the outreach event, twelve (12) firm/teams signed up for Individual One-on-One meeting with Staff. The SBCTA Board of Directors (Board) approved the release of an RFQ for a DB team in September 2018. SBCTA received seven Statements of Qualifications (SOQs) in October 2018. After an evaluation panel reviewed these SOQs, four teams were shortlisted. Short listed firms, in alphabetical order, were: Guy F. Atkinson Construction, LLC., Pulice Construction, Inc. (Pulice), Traylor–Granite Joint Venture (TGJV), and Walsh Construction Company II, LLC. A draft Request for Proposals (RFP) was issued in March 2019, and a final RFP was issued in late May 2019.

As part of the DB work procurement, the project team, including SBCTA staff, the Project Construction Manager (PCM), and the legal team held numerous meetings with the DB work proposers to discuss the Project scope of work, contract terms and conditions, risk allocations, and railroad considerations. During the course of these meetings and this process, two of the proposers chose to stop their pursuit, leaving only the Pulice and the TGJV teams continuing forward. Following each one-on-one meeting, the SBCTA procurement team made several changes, by way of three addenda, to the documents in an attempt to refine the contract appropriately for the project, SBCTA, and the proposer.

On August 2, 2019, two proposals were received. An evaluation panel reviewed the proposals to confirm they were responsive and responsible. The two proposers that responded to the RFP submitted responsive and compliant proposals that fulfilled all pass/fail requirements. The proposals were evaluated on a best value scoring system, whereby 60% of the net score was based on price and 40% based on technical approach and innovation. The evaluation panel consisted of staff from SBCTA, the City, and BNSF.

Based on the evaluations, the evaluation committee determined that TGJV submitted the proposal that was most advantageous and provides the best value to SBCTA with price and San Bernardino County Transportation Authority
technical approach, innovation, and team. TGJV was notified on August 14, 2019, that it was the Preferred Proposer and limited negotiations commenced as contemplated by the RFP. Based on these discussions, a final price is currently being negotiated, with a final price anticipated prior to the January Board meeting date.

Staff recommended to the Executive Director that TGJV be identified as the Preferred Proposer and the recommendation was accepted. As a result of the procurement process for the DB Contract for the Mt. Vernon Viaduct and pursuant to the RFP, staff recommends the Board authorize the SBCTA Board President to award the Design Build contract to TGJV and authorize the execution of the contract subject to the satisfaction of all requirements to award and execution.

After the Board authorizes the SBCTA Board President to award the DB Contract to TGJV, TGJV will be required to complete and submit, to the SBCTA Procurement Manager, several other documents, forms and materials, and satisfy certain conditions to the award and execution of the DB Contract. If TGJV fails or refuses to submit the required information/documents in accordance with the contract requirements, or does not satisfy any other condition to award and execution of the DB Contract, the SBCTA Board President may cancel the procurement.

Recommendation E will allow an allowance for supplemental items and contingency for items that are not explicitly identified in the current proposal due to unknown quantities or level of effort. A final allowance will be set prior to the January Board meeting which is consistent with the final negotiated price.

The final recommendation is for payment of the stipend to the unsuccessful proposer for the project. At the January 2019 Board meeting, the Board approved payment of a $175,000, stipend to each unsuccessful responsive, responsible proposer for the project. There were two responsive, responsible proposals: one from TGJV, which is recommended to be awarded the contract, and Pulice. This recommendation, therefore, is to make payment of the stipend to Pulice, consistent with the terms of the RFP.

Staff recommends approval of all six recommendations.

**Financial Impact:**
This is consistent with the Fiscal Year 2019/2020 Budget under Task No. 860 Arterial Projects, Sub-Task No. 827 Mt. Vernon Viaduct.

**Reviewed By:**
Recommendations A, B and C were reviewed and recommended for approval (11-0-2; Abstained: Hagman and Rowe) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 15, 2019. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item. Drafts of the agreements and contract are still under review.

**Responsible Staff:**
Paula Beauchamp, Director of Project Delivery and Toll Operations

San Bernardino County Transportation Authority
AGENDA ITEM: 24

Date: January 8, 2020

Subject: Cost Sharing Agreement No. 20-1002341 with Western Riverside Council of Governments

Recommendation:
That the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

A. Approve Agreement No. 20-1002341 with the Western Riverside Council of Governments (WRCOG) to be a master agreement (“Agreement”) for cost sharing and providing an accounting mechanism related to collaborative work and grants.

B. Authorize the Executive Director, or his designee, to negotiate and execute Term Sheet(s), pursuant to the requirements set forth in the Agreement, for each Study.

C. Authorize the Executive Director, or his designee, to execute a Term Sheet for SBCTA to receive WRCOG reimbursement funds, in the amount of $3,034.06, based on previous staff work performed during the development of the Resilient IE Project.

Background:
In 2018, SBCTA and Western Riverside Council of Governments (WRCOG) partnered on a regional climate adaptation planning study (“Resilient IE”) and received the Caltrans-administered Adaptation Planning Grant from Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017. As a component of the Adaptation Planning Grant program, Resilient IE is in the process of developing case studies designed to support cohesive and coordinated responses to climate-related issues across all levels of government, especially related to transportation infrastructures. The study is intended to serve as a resource for others looking to understand how to implement similar programs and/or achieve similar project goals as envisioned by the State of California.

Resilient IE is a regional collaborative effort between San Bernardino and Riverside Counties that is working to support regional and local efforts to prepare for and mitigate risks associated with climate change and transportation infrastructure. Caltrans awarded a total of $683,000 to develop six primary project components:

- Establishing regional climate collaborative, the “Inland Empire Regional Climate Collaborative” (IERCC) (SB 1072);
- Revising WRCOG’s community vulnerability assessment (VA) and developing a VA for San Bernardino County;
- Assessing the true, community cost of a downed or damaged transportation asset (Ontario Airport access and Interstate (I) 15 Cajon Pass);
- Developing city level database layer for climate-related transportation hazards and evacuation maps;
- Developing a climate resilient transportation infrastructure guidebook; and
- Developing a regional climate adaptation and resiliency general plan element template (SB 379).

Entity: San Bernardino County Transportation Authority
As the project moved forward, Caltrans brought up several logistical invoicing issues related to the partnership between SBCTA and WRCOG. This agenda item addresses the main concern brought forward by Caltrans by formalizing the partnership between SBCTA and WRCOG through an Agreement. In the past, with several of the Southern California Association of Governmnets (SCAG) partnered Caltrans Planning Grants, SBCTA utilized an invoicing method where SBCTA provided a memo with hours of staff time spent on the project as the documentation showing the in-kind match. SBCTA and WRCOG attempted to use a similar process for the current grant; however, Caltrans requested that the two agencies enter into a formal partnership agreement including the ability to share costs on projects.

Thus, staff is utilizing this opportunity to enter into a formal partnership agreement with WRCOG to cover future partnership activities or grant-related efforts including exchange of funds related to planning studies. By having a master agreement between the two agencies, it allows the Executive Directors of both agencies to more efficiently transfer future contributions related to the studies up to the amount determined by the SBCTA Board of Directors. This will also lead to savings in consultant costs related to future planning studies by reducing duplicative efforts, as both regions face many similar planning challenges. In addition, staff is also asking for SBCTA to receive funds, in the amount of $3,034.06, based on previous staff work performed during the development of the Resilient IE Project.

**Financial Impact:**
This item is consistent with the Fiscal Year 2019/2020 adopted Budget.

**Reviewed By:**
This item has not received prior policy committee or technical advisory committee review. SBCTA’s General Counsel and Procurement Manager have reviewed this item and the draft agreement.

**Responsible Staff:**
Josh Lee, Chief of Planning

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San Bernardino County Transportation Authority
### General Contract Information

**Contract No:** 20-1002341  
**Amendment No.:**  
**Sole Source?** N/A  
**Vendor No.:** 02408  
**Vendor/Customer Name:** Western Riverside Council of Governments  
**Description:** SBCTA/WRCOG Cost Sharing Agreement - Payable (Parent Contract)

**Estimated Start Date:** 01/08/2020  
**Expiration Date:** 12/31/2039  
**Revised Expiration Date:**  
**List Any SBCTA Related Contracts Nos.:** 20-1002331 (receivable)

### Dollar Amount

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### Contract Authorization

**Board of Directors**

**Date:** 01/08/2020  
**Board Item #:** 5814  
**Contract Management (Internal Purposes Only)**

**Payable**

**MOU/COOP/JPA/Zero Dollar Contracts**

**No Budget Adjustment**

### Accounts Payable

**Total Contract Funding:** $100,000.00

### Accounts Receivable

**Total Contract Funding:**

**Funding Agreement No:**  
**Reversion Date:**

**Josh Lee**  
**Project Manager (Print Name)**

**Steve Smith**  
**Task Manager (Print Name)**

**Additional Notes:** Receivable Contract # 20-1002331
Contract Summary Sheet

General Contract Information

Contract No: 20-1002331  Amendment No:  02408  Vendor/Customer Name: Western Riverside Council of Governments  Sole Source? N/A

Vendor No.: 02408

Description: SBCTA/WRCOG Cost Sharing Agreement - Receivable

Estimated Start Date: 01/08/2020  Expiration Date: 12/31/2039  Revised Expiration Date: 

List Any SBCTA Related Contracts Nos.: 20-1002341

Dollar Amount

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Total Dollar Authority (Contract Value and Contingency) $ 100,000.00

Contract Authorization

Board of Directors: Date: 01/08/2020  Board: Item # 5814

Contract Management (Internal Purposes Only)

Accounts Payable

Total Contract Funding: $ -

Accounts Receivable

Total Contract Funding: $ 100,000.00

Funding Agreement No: 20-1002331

Reversion Date: 

Josh Lee  Project Manager (Print Name)

Steve Smith  Task Manager (Print Name)

Additional Notes: Payable Contract # 20-1002341
AGREEMENT NO. 20-1002341

COST SHARING AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

THIS COST-SHARING AGREEMENT ("Agreement") is made as of January 8, 2020 ("Effective Date"), by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG"), a California joint powers authority, and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA"), a public entity organized under the San Bernardino County Transportation Authority Consolidation Act of 2017 (Public Utilities Code §§ 130800 et seq.). WRCOG and SBCTA may individually be referred to as a “Party” or collectively as the “Parties.”

RECITALS

A. The Parties desire to jointly study various transportation and planning issues associated with the development and implementation of their respective programs (the “Study” or “Studies”) and to reduce consultant costs related to the Studies by each committing an agreed-upon amount of funding for each Study.

B. The Parties desire to engage third-party consultants as part of the Studies pursuant to the requirements set forth in this Agreement and in the term sheet(s) to be issued pursuant to this Agreement and executed by the parties for each Study (“Term Sheet”).

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by either Party upon thirty (30) days written notice.

2. Administration and Oversight of Studies. The Parties shall determine which Party shall serve as the contract manager and project manager ("Contract Manager") for the engagement of consultant(s) to perform services as part of and in furtherance of each Study.
   a. The Contract Manager for the relevant Study shall enter into a contract with the selected consultant(s) for the Study ("Consultant").
   b. All documents, materials, and working papers prepared by the Consultant for a Study shall be the joint property of the Parties. In the event any changes to the Study budget or scope are desired, the Parties shall agree, in writing, on any additional funding allocation for the Study before proceeding with any Consultant contract amendments.

3. Contract Manager. The Contract Manager for a Study shall procure Consultant services in a manner that is consistent with the procurement requirements of both Parties. The other Party
shall have the opportunity to participate in Consultant selection. The Contract Manager shall be responsible for the day-to-day management of the selected Consultant, review and approval of the Consultant’s invoices, work products, and Study reports. The Contract Manager shall provide copies of all draft and technical working papers to the other Party as soon as available from the Consultant. The Contract Manager shall not approve final products of the Consultant without consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Contract Manager shall ensure that both Parties have equal access to all information and materials generated by the Consultant as part of the Study.

4. **Funding of Studies.** The Parties each individually allocate the not-to-exceed amount of One Hundred Thousand Dollars ($100,000) (“**Total Funding Amount**”) for funding of any Studies authorized hereunder by a Term Sheet. The Executive Director of each Party may allocate up to the Total Funding Amount for one or more Studies, as determined in the discretion of each Party’s Executive Director. The Total Funding Amount shall not be exceeded by either Party without a written amendment to this Agreement executed by authorized representatives of each Party.

5. **Term Sheet.** No Consultant services shall be performed pursuant to this Agreement unless authorized by a fully executed Term Sheet signed by both Parties. The Parties shall execute a Term Sheet for each Study. Implementation of any Term Sheet shall be subject to all terms and conditions of this Agreement. The Term Sheet, a sample of which is attached as **Exhibit “A”** to this Agreement, shall include information describing:

   (i) the nature of the Study, and any services to be jointly acquired;
   
   (ii) the name of the Consultant, if known at the time of execution of the Term Sheet;
   
   (iii) the Party that is the Contact Manager for the relevant Study;
   
   (iv) the total amount authorized to be shared jointly;
   
   (v) each Party’s share of cost; and
   
   (vi) any other information relevant to the Consultant’s agreement or the Study.

6. **Other Obligations.** In all phases of a Study, the Parties shall work cooperatively and professionally to achieve a mutually beneficial final product. The Parties agree that all charges to each Party for Studies funded under this Agreement shall be based on the actual costs without any allowance or margin for profit to the other Party.

7. **Invoicing.** Each Party agrees to submit to the other, as applicable for any pending Study, an itemized statement (invoice) and back-up documentation which indicates the work completed and hours of services rendered by the Consultant for which the Party is seeking reimbursement. The Party to whom an invoice is properly submitted shall, within 45 days of receiving such a statement, review the statement and pay all approved charges thereon.
8. **Indemnification by Consultant.** The Parties agree that all Consultant contracts shall require the Consultant to name both Parties as additional insureds and to indemnify the Parties to the fullest legal extent.

9. **Books and Records.** Each Party shall maintain appropriate and accurate books of account and records relating to the Studies and all Consultant services invoiced under this Agreement. Such books of account and records shall be accessible for inspection by representatives (including the auditors) of the other Party at any time during normal business hours.

10. **Confidentiality.** To the extent legally permissible, draft documents related to any Study prepared pursuant to this Agreement shall remain confidential, and shall not be disclosed without the consent of the other Party. If a Party receives a Public Records Act request related to any Study, the receiving Party shall inform the other Party of such request prior to releasing any documents which have not otherwise been made public.

11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement.

12. **Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both Parties.

13. **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

   **SBCTA:**  
   San Bernardino County Transportation Authority  
   1170 W. 3rd St.  
   San Bernardino, CA 92410  
   Attn: Ray Wolfe  
   Phone: 909-884-8276

   **WRCOG:**  
   Western Riverside Council of Governments  
   3390 University Avenue, 4th Floor  
   Riverside, CA 92373  
   Attn: Rick Bishop  
   Phone: 951-405-6700

Depending upon the method of transmittal, notice shall be deemed received as follows: by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.
14. **Alternative Dispute Resolution.** The Parties shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. If the Parties are unable to informally resolve a dispute, then thirty (30) days prior to filing any legal action, the Executive Directors of each Party shall meet together in person in good faith to endeavor to reach a mutually beneficial resolution and settlement of such dispute.

15. **Execution in Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

16. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

17. **Survival.** All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

18. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

[Signatures on following page]
SIGNATURE PAGE
TO
COST SHARING AGREEMENT FOR CONSULTANT SERVICES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
Approved By:

Bonnie Wright, Chair

Date

Approved As To Form:

General Counsel

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
Approved By:

Darcy McNaboe, President

Date

Approved As To Form:

General Counsel
EXHIBIT “A”

SAMPLE TERM SHEET

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

COST SHARING TERM SHEET

Term Sheet No. ______________

Study Name: ____________________

Consultant: [INSERT NAME OF CONSULTANT IF KNOWN]

Contract Manager: [EITHER WRCOG OR SBCTA –the entity that will enter into the Consultant contract(s) for the Study]

WRCOG and SBCTA hereby agree that Contract Manager shall authorize the Consultant(s) for the Study identified above to perform the following work subject to the provisions of the Cost Sharing Agreement between WRCOG and SBCTA.

[INSERT DESCRIPTION OF STUDY/WORK TO BE PERFORMED]

List any attachments: (Please provide if any.)

Dollar Amount of Contract: Not to Exceed $____,_____.00

WRCOG’s Share of Cost: $____,_____.00

SBCTA’s Share of Cost: $____,_____.00

Completion Date: ____________

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

Dated: _________________________

By: ____________________________

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Dated: _________________________

By: ____________________________
Minute Action

AGENDA ITEM: 25

Date: January 8, 2020

Subject:
SB 1 Grant Application Strategy

Recommendation:
Receive information and provide direction to staff on a preliminary strategy for grant applications for Senate Bill 1 competitive grants, Cycle 2 (2020).

Background:
In 2017, the State Legislature passed and the Governor signed Senate Bill 1 (SB 1), known as the Road Repair and Accountability Act, increasing transportation funding and instituting transportation funding reforms. The intent was to distribute roughly $2.6 billion per year to local programs, with approximately two-thirds of this being under the Local Street and Road Maintenance and Rehabilitation Program. One of the local programs is the Local Partnership Program (LPP), designed to provide additional funding for counties that have passed local transportation sales tax measures, with a revenue target of $200 million per year.

Under the State Programs category, the largest program is the State Highway Maintenance and Rehabilitation Program, targeted at $1.9 billion per year. There are also two key competitive programs: the Solutions for Congested Corridors Program (SCCP), targeted at $250 million per year, and the Trade Corridor Enhancement Program (TCEP), targeted at $300 million per year. Some of the discretionary funding in the freight portion of the federal Fixing America’s Surface Transportation Act (FAST Act) has been folded into the TCEP funding pool.

The current schedule for Cycle 2 of the SCCP and TCEP competitive grants is for applications to be submitted in June 2020. However, the California Department of Transportation (Caltrans) is getting an early start on coordinating with the County Transportation Commissions (CTCs) to identify the most promising and competitive projects, district by district. Caltrans District 8 reached out to San Bernardino County Transportation Authority (SBCTA) and the Riverside County Transportation Commission (RCTC) on December 10, 2019, requesting initial project summaries and potential funding requests by December 16, 2019, so that the districts could compile projects and send them to Caltrans for initial screening and consideration for Caltrans/CTC partnerships.

SBCTA staff responded to this request in a timely manner, but also wanted to provide the SBCTA Board of Directors (Board) with an update on where these grant applications could be headed. Even though this was a preliminary submittal to Caltrans, expectations may be established based on Caltrans review; and staff wanted to obtain the Board’s input while there may still be flexibility on our SB 1 grant application strategy. The actual grant application submittals in June 2020, and the subsequent project selection process are in the hands of the California Transportation Commission, but having Caltrans as a partner can provide additional weight in the evaluation process.

Entity: San Bernardino County Transportation Authority
Description of the Solutions for Congested Corridors Program

The purpose of the Solutions for Congested Corridors Program (SCCP) is to provide funding to achieve a balanced set of transportation, environmental, and community access improvements to reduce congestion throughout the state. This statewide, competitive program is for projects that implement specific transportation performance improvements and are part of a comprehensive corridor plan by providing more transportation choices while preserving the character of local communities and creating opportunities for neighborhood enhancement. SCCP provides approximately $250 million per year, and Cycle 2 will program Fiscal Years 2021/2022 and 2022/2023 revenues.

A regional transportation planning agency or county transportation commission (like SBCTA) or authority responsible for preparing a regional transportation improvement plan under Section 14527 of the Government Code or Caltrans may nominate projects for funding. The California Transportation Commission encourages the regional agencies and Caltrans to work collaboratively to plan, program, implement, operate and manage transportation facilities as an integrated system with the objective of maximizing available resources and overall transportation system performance. In an effort to encourage collaboration, priority will be given to those projects that are jointly nominated by multiple eligible applicants.

Description of the Trade Corridor Enhancement Program

The Trade Corridor Enhancement Program (TCEP) provides an ongoing source of state funding dedicated to freight-related projects by establishing the new Trade Corridor Enhancement Account (TCEA). The TCEA will provide approximately $300 million per year in state funding for projects which more efficiently enhance the movement of goods along corridors that have a high freight volume. Cycle 2 will program three years of revenue for Fiscal Year 2020/2021, 2021/2022, and 2022/2023. Subsequent legislation (Senate Bill 103), combined the Trade Corridor Enhancement Program funds with existing federal freight funding. Eligible applicants include local, regional, and public agencies such as cities, counties, Metropolitan Planning Organizations, Regional Transportation Planning Agencies, port authorities, public construction authorities, and Caltrans.

Initial SB 1 Grant Application Strategy

The strategy being conceived for the SCCP and TCEP is to focus on the projects that: 1) have the most significant funding needs, 2) best meet the criteria for each program, and 3) will be ready for project delivery within the prescribed timeframe. The pool of projects for consideration first comes from the SBCTA 10-Year Delivery Plan, with emphasis on those in advanced stages of development. Based on this, and the best match against the program funding criteria, the projects in Table 1 are initially being proposed to Caltrans. All projects listed in Table 1 show an unfunded need in the 10-Year Delivery Plan.
Table 1. Initial SCCP and TCEP Grant Proposals for Caltrans Review and Partnership
Consideration

<table>
<thead>
<tr>
<th>Funding Program</th>
<th>Project</th>
<th>Total Cost</th>
<th>Funding Request</th>
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</thead>
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<tr>
<td>SCCP</td>
<td>West Valley Connector Bus Rapid Transit, Phase 1</td>
<td>$287 million</td>
<td>$65 million</td>
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<tr>
<td>SCCP</td>
<td>Interstate 15 (I-15) Corridor Contract 1 (Express lanes and auxiliary lanes from Cantu-Galleano Ranch Road to Foothill Blvd.)</td>
<td>$275 million</td>
<td>$29 million</td>
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<tr>
<td>TCEP</td>
<td>I-15 Corridor Contract 1 (Express lanes and auxiliary lanes from Cantu-Galleano Ranch Road to Foothill Blvd.)</td>
<td>$275 million</td>
<td>$58 million</td>
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<tr>
<td>TCEP</td>
<td>Interstate 10 (I-10) Eastbound Truck Climbing Lanes in Yucaipa</td>
<td>$37 million</td>
<td>$25 million</td>
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</table>

In the last round of SCCP and TCEP applications, Caltrans and SBCTA signed a joint letter to the California Transportation Commission for both the I-10 Contract 1 Project (LA County Line to I-15) and US 395 in the Victor Valley, from State Route 18 (SR 18) to Chamberlaine Way. These partnerships proved to be important in being awarded those funds. We expect these partnerships to be equally important in Cycle 2 and are appreciative of Caltrans’ consideration once again.

While several interchange projects are well along in development by SBCTA, none fit the criteria for a freight project as well as the proposed I-15 and I-10 projects, and none address the SCCP criteria as well as the West Valley Connector. Additional segments for the US 395 widening are not advanced enough in project development. However, SB 1 competitive grant funding could be envisioned for future I-15 widening/express lanes in the Victor Valley and future US 395 widening, to name two future possibilities.

The four submissions listed in Table 1 appear to be the best opportunity for SBCTA to receive significant amounts of funding in SB 1 Cycle 2 for projects in the 10-Year Delivery Plan. While cities and counties are eligible for TCEP funding, each Caltrans district has a very limited number of projects on which they can partner. Therefore, the focus has been on major projects coming through the CTCs. Cities and counties will still be able to submit a TCEP, and SBCTA expects to coordinate/collaborate with local jurisdictions on the above submittals, but this will not be able to occur with a direct city/county/Caltrans partnership.

This item is being brought directly to the Board so as to advise the Board of Caltrans’ request for a preliminary indication of SB 1 grant submittals and possible partnership opportunities with Caltrans and to seek Board input.

**Financial Impact:**
There is no impact on the Fiscal Year 2019/2020 Budget.

San Bernardino County Transportation Authority
Reviewed By:
This item has not received prior policy committee or technical advisory committee review.

Responsible Staff:
Steve Smith, Director of Planning
Minute Action

AGENDA ITEM: 26

Date: January 8, 2020

Subject: Southern California Association of Governments' Connect SoCal draft Program Environmental Impact Report

Recommendation: Receive information and provide direction on comments to be potentially submitted by San Bernardino County Transportation Authority on the Draft Connect SoCal Plan (Regional Transportation Plan/Sustainable Communities Strategy) and associated Draft Program Environmental Impact Report.

Background:
On November 14, 2019, the Southern California Association of Governments (SCAG) released a draft of a new Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS), titled “Connect SoCal,” with a planning period that covers 2020-2045. The SCAG Regional Council and Policy Committees have received reports and discussed key issues, analyses, and policy considerations related to the development of the Draft Plan. Informed by these discussions, SCAG staff prepared the main components of the new Draft Plan, assessed the Draft Plan’s performance against federal and state requirements and regional planning goals, and completed the technical reports that provided detail on the research, analysis, outreach and planning processes SCAG pursued in preparing the Draft Plan. SCAG staff provided presentations on the Connect SoCal Draft Plan at the November 2019, San Bernardino County Transportation Authority (SBCTA) Metro Valley Study Session, and to the Mountain Desert Committee. The overview presentation on Connect SoCal can be found in Agenda Item 13 of the December 4, 2019, SBCTA Board of Directors (Board) agenda.

SCAG has also prepared a Draft Program Environmental Impact Report (PEIR) (State Clearinghouse Number 2019011061) in accordance with the California Environmental Quality Act (CEQA) for Connect SoCal. The Draft PEIR serves as a programmatic document that conducts a region-wide assessment of potentially significant environmental effects of Connect SoCal. SCAG is providing a 45-day public review and comment period from the PEIR release date of December 9, 2019, to January 24, 2020. Written comments will be accepted no later than 5:00 PM on January 24, 2020, and the comment period for the Draft Plan will close on the same day.

SCAG will then document comments, prepare responses and finalize the Draft Connect SoCal and PEIR for adoption and certification on April 2, 2020, in advance of the June 1, 2020, air quality conformity expiration date of the 2016 RTP/SCS. Delay in the adoption of the Connect SoCal could potentially trigger a one-year federal conformity lapse grace period.

The proposed Draft Connect SoCal Plan and PEIR are available on the Connect SoCal web page at https://www.connectsocal.org/Pages/default.aspx. SBCTA staff is in the process of reviewing the Draft Plan and PEIR. Staff will advise the SBCTA Board on January 8, 2020, of the type and extent of comments that may be submitted by SBCTA. Staff will be seeking SBCTA Board

Entity: San Bernardino County Transportation Authority
suggestions and direction at that time, prior to submitting any comments to SCAG on the Draft Connect SoCal and associated PEIR by January 24, 2020.

**Financial Impact:**
This item has no impact on the Fiscal Year 2019/2020 Budget.

**Reviewed By:**
This item has not received prior policy committee or technical advisory committee review. This item is being brought directly to the Board meeting, given the January 24, 2020, deadline to submit comments on both Draft Connect SoCal and the PEIR.

**Responsible Staff:**
Steve Smith, Director of Planning
**Minute Action**

AGENDA ITEM: 27

**Date:** January 8, 2020

**Subject:**
Presentation of the Comprehensive Annual Financial Report for Fiscal Year 2018/2019

**Recommendation:**

**Background:**
The U.S. Office of Management and Budget (OMB) Single Audit Act and the Joint Powers Agreement creating SANBAG (blended component unit of San Bernardino County Transportation Authority (SBCTA)), require an annual audit be conducted of SBCTA. The audits of the financial statements for Fiscal Year 2018/2019 were performed by Crowe, LLP.

The financial audit includes four basic elements:

1. Audit of SBCTA’s Basic Financial Statements;
2. Audit of the State Transit Assistance Fund of the County of San Bernardino;
3. Audit of the Local Transportation Fund of the County of San Bernardino; and
4. Single Audit Compliance Report in accordance with the OMB Compliance Supplement.

Crowe, LLP issued an unmodified opinion which indicates that there are no material errors or omissions on the financial statements. This is the eighth year SBCTA has issued a Comprehensive Annual Financial Report (CAFR). SBCTA has been awarded the Excellence in Financial Reporting from the Government Finance Officers Association for seven consecutive years.

Highlights for the Fiscal Year 2018/2019 audit include the following:

- **CAFR Format**
  The CAFR includes three main sections: Introductory, Financial, and Statistical.
  
  - The introductory section includes a letter of transmittal, Fiscal Year 2018 Certificate of Achievement for Excellence in Financial Reporting, organizational chart, and a list of principal officials.
  - The financial section includes the Independent Auditor’s report, management discussion and analysis, basic financial statements, and required supplementary information.
  - The statistical section includes financial trends, revenue capacity, debt capacity, demographic and economic information, and operating information.

*Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority*
• **Fiscal Position.**

SBCTA’s net position increased by $53.1 million mainly due to increases in:

- fund balances of $71.7 million (revenues exceeding expenditures);
- capital assets of $23.9 million;
- reduction of long-term debt liabilities of $3.9 million;
- reduction of revenues that do not meet recognition of $12.6 million; and
- recognition of advance expenditure agreements of $33.8 million.

The bond indenture for the outstanding bonds requires disclosure of debt coverage ratio with a minimum of 2X. The ratio is calculated by dividing the annual sales tax revenue by maximum annual debt service. The ratio for Fiscal Year 2019 is 11.33X, making SBCTA in compliance with the debt covenant.

SBCTA implemented Governmental Accounting Standards Board (GASB) Statement No. 88, Disclosures relating to Debt, by including additional disclosure on note 8 relating to the Transportation Infrastructure Finance Innovation Act loan.

• **Single Audit**

An unmodified opinion is issued by Crowe, LLP.

The auditor disclosed a repeat finding that each user should have password protections where the user is the only party with access to the password for his/her profile in order to enforce user accountability for unauthorized actions taken within the financial reporting system.

**Corrective Action:** Management agreed with the recommendation to amend its password policies and procedures to ensure that only the individual associated with the user account has access to their password. Management implemented a good business practice effective January 7, 2019 by changing its password policies to ensure that network users will be prompted by the system to generate a new password, only to be known by the user. This finding was repeated since the corrective action was implemented during the second half of the fiscal year in 2019.

The Executive Board was informed on December 11, 2019 of the audit results, audit procedures performed by the auditor, and deliverables.

The CAFR; State Transit Assistance Fund Financial and Compliance Report; Local Transportation Fund Financial and Compliance Report; SBCTA Single Audit Compliance Report; GANN Limit Calculation; and Examination Letters for the Planning, Programming, and Monitoring Funds, Public Transportation Modernization, Improvement and Service Enhancement Account, and the Low Carbon Transit Operations Program Funds are being distributed separately from this staff report.

San Bernardino Council of Governments
San Bernardino County Transportation Authority
Financial Impact:
This item has no direct impact on the Fiscal Year 2019/2020 Budget. The audit contract costs are budgeted in Task No. 0400 Financial Management, in the Indirect Fund and Local Transportation Fund.

Reviewed By:
This item has not received prior policy committee review. The audit progress, procedures, and deliverables were discussed with the Executive Board on December 11, 2019.

Responsible Staff:
Hilda Flores, Chief Financial Officer

San Bernardino Council of Governments
San Bernardino County Transportation Authority
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X = member attended meeting.  * = alternate member attended meeting.  Empty box = Did not attend meeting  Crossed out box = not a Board Member at the time.
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<td>Debbie Stone</td>
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<td>City of Victorville</td>
<td>X</td>
<td>X</td>
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<tr>
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<td>City of Yucaipa</td>
<td>X</td>
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<tr>
<td>Rick Denison</td>
<td>Town of Yucca Valley</td>
<td>X</td>
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<tr>
<td>Janice Benton</td>
<td>Ex-Official Member</td>
<td>Syed Raza</td>
<td>X</td>
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<tr>
<td>Michael Beauchamp</td>
<td>Ex-Official Member</td>
<td></td>
<td>X</td>
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</tbody>
</table>

X = member attended meeting.  * = alternate member attended meeting.  Empty box = Did not attend meeting  Crossed out box = not a Board Member at the time.
This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AB</td>
<td>Assembly Bill</td>
</tr>
<tr>
<td>ACE</td>
<td>Alameda Corridor East</td>
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<tr>
<td>ACT</td>
<td>Association for Commuter Transportation</td>
</tr>
<tr>
<td>ADA</td>
<td>Americans with Disabilities Act</td>
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<tr>
<td>ADT</td>
<td>Average Daily Traffic</td>
</tr>
<tr>
<td>APTA</td>
<td>American Public Transportation Association</td>
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<tr>
<td>AQMP</td>
<td>Air Quality Management Plan</td>
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<tr>
<td>ARRA</td>
<td>American Recovery and Reinvestment Act</td>
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<tr>
<td>ATMIS</td>
<td>Advanced Transportation Management Information Systems</td>
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<tr>
<td>BAT</td>
<td>Barstow Area Transit</td>
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<td>CALACT</td>
<td>California Association for Coordination Transportation</td>
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<tr>
<td>CALCOG</td>
<td>California Association of Councils of Governments</td>
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<tr>
<td>CALSAFE</td>
<td>California Committee for Service Authorities for Freeway Emergencies</td>
</tr>
<tr>
<td>CARB</td>
<td>California Air Resources Board</td>
</tr>
<tr>
<td>CEQA</td>
<td>California Environmental Quality Act</td>
</tr>
<tr>
<td>CMAQ</td>
<td>Congestion Mitigation and Air Quality</td>
</tr>
<tr>
<td>CMIA</td>
<td>Corridor Mobility Improvement Account</td>
</tr>
<tr>
<td>CMP</td>
<td>Congestion Management Program</td>
</tr>
<tr>
<td>CNG</td>
<td>Compressed Natural Gas</td>
</tr>
<tr>
<td>COG</td>
<td>Council of Governments</td>
</tr>
<tr>
<td>CPUC</td>
<td>California Public Utilities Commission</td>
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<tr>
<td>CSAC</td>
<td>California State Association of Counties</td>
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<td>CTA</td>
<td>California Transit Association</td>
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<td>CTC</td>
<td>California Transportation Commission</td>
</tr>
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<td>County Transportation Commission</td>
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<tr>
<td>CTP</td>
<td>Comprehensive Transportation Plan</td>
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<tr>
<td>DBE</td>
<td>Disadvantaged Business Enterprise</td>
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<td>DEMO</td>
<td>Federal Demonstration Funds</td>
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<tr>
<td>DOT</td>
<td>Department of Transportation</td>
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<td>EA</td>
<td>Environmental Assessment</td>
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<tr>
<td>E&amp;D</td>
<td>Elderly and Disabled</td>
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<tr>
<td>E&amp;H</td>
<td>Elderly and Handicapped</td>
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<tr>
<td>EIR</td>
<td>Environmental Impact Report (California)</td>
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<td>EIS</td>
<td>Environmental Impact Statement (Federal)</td>
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<td>FHWA</td>
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<td>FSP</td>
<td>Freeway Service Patrol</td>
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<td>FRA</td>
<td>Federal Railroad Administration</td>
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<td>FTA</td>
<td>Federal Transit Administration</td>
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<td>FTIP</td>
<td>Federal Transportation Improvement Program</td>
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<td>GFOA</td>
<td>Government Finance Officers Association</td>
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<td>GIS</td>
<td>Geographic Information Systems</td>
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<td>High-Occupancy Vehicle</td>
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<td>ICTC</td>
<td>Interstate Clean Transportation Corridor</td>
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<td>IEEP</td>
<td>Inland Empire Economic Partnership</td>
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<tr>
<td>ISTEAA</td>
<td>Intermodal Surface Transportation Efficiency Act of 1991</td>
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<tr>
<td>IIP/ITIP</td>
<td>Interregional Transportation Improvement Program</td>
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<td>ITS</td>
<td>Intelligent Transportation Systems</td>
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<td>IVDA</td>
<td>Inland Valley Development Agency</td>
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<td>JARC</td>
<td>Job Access Reverse Commute</td>
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<td>LACMTA</td>
<td>Los Angeles County Metropolitan Transportation Authority</td>
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<td>LNG</td>
<td>Liquefied Natural Gas</td>
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<td>LTF</td>
<td>Local Transportation Funds</td>
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<tr>
<td>Acronym</td>
<td>Description</td>
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<td>MAGLEV</td>
<td>Magnetic Levitation</td>
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<td>Mountain Area Regional Transportation Authority</td>
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<td>MBTA</td>
<td>Morongo Basin Transit Authority</td>
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<td>MDAB</td>
<td>Mojave Desert Air Basin</td>
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<tr>
<td>MDAQMD</td>
<td>Mojave Desert Air Quality Management District</td>
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<tr>
<td>MOU</td>
<td>Memorandum of Understanding</td>
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<td>MPO</td>
<td>Metropolitan Planning Organization</td>
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<td>MSRC</td>
<td>Mobile Source Air Pollution Reduction Review Committee</td>
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<td>NEPA</td>
<td>National Environmental Policy Act</td>
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<td>Obligation Authority</td>
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<td>OCTA</td>
<td>Orange County Transportation Authority</td>
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<tr>
<td>PA&amp;ED</td>
<td>Project Approval and Environmental Document</td>
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<td>PASTACC</td>
<td>Public and Specialized Transportation Advisory and Coordinating Council</td>
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<td>Project Development Team</td>
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<td>Projects of National and Regional Significance</td>
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<td>PPM</td>
<td>Planning, Programming and Monitoring Funds</td>
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<td>PSE</td>
<td>Plans, Specifications and Estimates</td>
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<tr>
<td>PSR</td>
<td>Project Study Report</td>
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<td>Positive Train Control</td>
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<td>Senate Bill</td>
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<td>Service Authority for Freeway Emergencies</td>
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<td>SAFETEA-LU</td>
<td>Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users</td>
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<td>SCAG</td>
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<td>South Coast Air Quality Management District</td>
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<td>Transportation Equity Act for the 21st Century</td>
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<td>TMEE</td>
<td>Traffic Management and Environmental Enhancement</td>
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<td>TSM</td>
<td>Transportation Systems Management</td>
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<td>Transit System Safety, Security and Disaster Response Account</td>
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<td>VCTC</td>
<td>Ventura County Transportation Commission</td>
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<td>VVTA</td>
<td>Victor Valley Transit Authority</td>
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<td>WRCOG</td>
<td>Western Riverside Council of Governments</td>
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</tbody>
</table>
REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC’s meeting on November 21, 2019. The next meeting is scheduled for Thursday, January 16, 2020 at 2:00 p.m., in Conference Room CC8.

The MSRC will continue to meet on the third Thursday of every month at 2:00 p.m. Its Technical Advisory Committee will continue to meet on the first Thursday of every month at 1:30 p.m., except for the months of January and December which have been moved to the second Thursday because of holiday conflicts. Both the MSRC and the MSRC-TAC will be dark in July. Both meetings are usually conducted in Room CC8.

**FYs 2018-2021 Work Program**

**Regional Goods Movement Program**
The Better World Group Advisors continue their assessment of other funding providers’ active and potential programs with a nexus to the reduction of emissions from goods movement, further developing relationships with entities previously contacted as well as additional collaborative opportunities to be pursued.

**Market Acceleration Program**
The Market Acceleration Program (MAP) is a South Coast AQMD program to support the early deployment of near-zero emission natural gas trucks, targeting heavy-duty trucks used in short-haul drayage activities. Its key audience includes fleets who don’t meet the scrap truck qualification criteria of the Prop 1B and Carl Moyer Programs, and owners of older trucks who can’t afford new near-zero trucks even with state incentives. Clean Energy, which originally proposed MAP to South Coast AQMD, will promote and coordinate the program but is not a funding recipient. A funding allocation from the MSRC would augment the South Coast AQMD’s existing MAP funding and increase the number of trucks scrapped and new near-zero emission trucks placed into service. At least 89 truck replacements would be expected absent any other co-funding. The MSRC considered this partnership opportunity and approved an allocation of up to $4,000,000 to augment the South Coast AQMD funding to implement the MAP as an element of the FYs 2018-21 Work Program.
Inland Ports Zero/Near-Zero Emission Warehouse & Distribution Facilities
The MSRC approved the release of PON #PON2020-01 under the FYs 2018-21 Work Program. The PON, with an initial targeted funding amount not to exceed $20,000,000, solicits pre-proposals from owners and/or operators of warehouses, distribution centers, and logistics facilities located within the South Coast AQMD portions of Riverside or San Bernardino Counties describing how the organization would like to partner with the MSRC to implement air pollution reduction strategies and technologies at their facilities. The PON includes an open application period commencing with its release on December 6, 2019 and closing February 21, 2020. Upon receipt of a project concept, the MSRC could a) request a more detailed proposal for possible sole-source award; b) notify entities that an RFP will be issued at a later date; or c) decline the funding request.

Major Event Center Transportation Program
As part of its FYs 2018-21 Work Program, the MSRC allocated $6.5 million for event center transportation programs and released Program Announcement #PA2019-03. The Program Announcement solicits applications from qualifying major event centers and/or transportation providers to provide transportation service for venues not currently served by sufficient transportation service. To date, the MSRC has awarded a total of $1,631,783. The MSRC considered recommendations concerning an additional application submitted by Metro. Metro requested the MSRC to consider an award of $2,188,899 to provide express bus service to Dodger Stadium for 2020 and 2021. For the 2020 season, service would be provided for one preseason game, 81 regular season games, one All-Star game, two special events, and up to ten post-season games. The 2021 season would have approximately 82 regular season games, two special events, and up to ten post-season games. Service would begin at least 90 minutes prior to game/event start time and would utilize “near-zero” CNG buses. Metro and the Los Angeles Dodgers are committed to provide at least $3,011,026 in co-funding contributions to the administration and marketing of the project. The MSRC allocated an additional $87,642 to the Program and approved a contract award to Metro in an amount not to exceed $2,188,899 as part of the FYs 2018-21 Work Program for the Dodger Stadium Express bus service.

Contract Modification Request
The MSRC considered six contract modification requests and took the following actions:

1. For the City of Los Angeles, General Services Department, Contract #ML14018, which provided $810,000 to purchase 27 heavy-duty natural gas vehicles, a 29-month term extension;
2. For the San Bernardino County Transportation Authority, Contract #MS14072, which provided $1,250,000 for a Signal Synchronization Partnership Program, a two-year term extension;
3. For the City of Yucaipa, Contract #ML16057, which provided $380,000 to implement County Line Road “Complete Streets” Project, a one-year term extension;
4. For the City of San Fernando, Contract #ML16075, which provided $354,000 to install Class I Bikeway, a one-year term extension;
5. For the City of Riverside, Contract #MS16110, which provided $300,000 to expand CNG stations and modify maintenance facility, reduce the number of dispensers to be added to the Lincoln Station from three to one, add two dispensers to the Acorn Station, and a one-year term extension; and
6. For the Riverside County Transportation Commission, Contract #MS16124, which provided $253,239 for extended freeway service patrols, a five-month term extension.

Received and Approved Final Reports
The MSRC received and unanimously approved two final reports this month as follows:

1. City of Hermosa Beach, Contract # MS18012, which provided $36,000 to construct new limited-access CNG station; and
2. City Rent A Bin DBA Serv-Wel Disposal, Contract MS18123, which provided $200,000 to install new limited-access CNG infrastructure.

Contracts Administrator’s Report
The MSRC’s AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2004-05 through the present.
San Bernardino County Transportation Authority (SBCTA) Representatives on SCAG Committees

<table>
<thead>
<tr>
<th>APPOINTING/ELECTING AUTHORITY</th>
<th>REGIONAL COUNCIL (12:15 p.m.)</th>
<th>POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)</td>
<td>F. Navarro</td>
<td>Community, Economic, and Human Development F. Navarro</td>
</tr>
<tr>
<td>District 7 (San Bernardino, Highland)</td>
<td>L. McCallon</td>
<td>Energy and Environment L. McCallon</td>
</tr>
<tr>
<td>District 8 (Rialto, Fontana)</td>
<td>D. Robertson</td>
<td>Transportation D. Robertson</td>
</tr>
<tr>
<td>District 9 ( Rancho Cucamonga, Upland, Montclair)</td>
<td>L. Michael</td>
<td></td>
</tr>
<tr>
<td>District 10 (Chino, Chino Hills, Ontario)</td>
<td>R. Marquez</td>
<td></td>
</tr>
<tr>
<td>District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)</td>
<td>B. Jahn</td>
<td>B. Jahn</td>
</tr>
<tr>
<td>District 65 (Adelanto, Apple Valley, Hesperia, Victorville)</td>
<td>R. Ramirez</td>
<td>R. Ramirez</td>
</tr>
<tr>
<td>San Bernardino County</td>
<td>C. Hagman</td>
<td>C. Hagman</td>
</tr>
<tr>
<td>†San Bernardino County Transportation Authority Appointee</td>
<td>A. Wapner</td>
<td>David Avila</td>
</tr>
<tr>
<td>SBCTA Subregional Appointees*</td>
<td></td>
<td>Cynthia Moran</td>
</tr>
</tbody>
</table>
*One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees.

*Terms of appointment expire December 31 of odd-numbered years.

Rules of Appointment
1. SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment
Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives’ terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †SBCTA Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary
SCAG Regional Council members receive a $120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG’s downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information
The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees
Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.
The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

<table>
<thead>
<tr>
<th>Committee</th>
<th>Appointee</th>
<th>Appointing Authority</th>
<th>Purpose</th>
<th>Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>California Association of Councils of Governments</td>
<td>Alan Wapner, Ontario</td>
<td>President</td>
<td>CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member’s Board of Directors.</td>
<td>12/31/20</td>
</tr>
<tr>
<td>Inland Empire Economic Partnership (IEEP)</td>
<td>Dennis Michael, Rancho Cucamonga</td>
<td>President</td>
<td>The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.</td>
<td>12/31/21</td>
</tr>
<tr>
<td>The Sam and Alfreda L. Maloof Foundation for Arts and Crafts</td>
<td>Janice Rutherford, Supervisor</td>
<td>Board of Directors</td>
<td>A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.</td>
<td>12/31/21</td>
</tr>
<tr>
<td>Gold Line Phase II Joint Powers Authority</td>
<td>John Dutrey, Montclair, Primary Curt Hagman, Supervisor, Alternate</td>
<td>Board of Directors</td>
<td>The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive $150 payment from Gold Line Authority for participation.</td>
<td>12/31/20</td>
</tr>
<tr>
<td>Metro Gold Line Foothill Extension Construction Authority</td>
<td>Alan Wapner, Ontario, Primary Deborah Robertson, Alternate</td>
<td>President</td>
<td>The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority’s office in Monrovia. Members receive $150 for each day spent on Authority business, not to exceed $600 per month.</td>
<td>12/31/20</td>
</tr>
<tr>
<td>Mobile Source Air Pollution Reduction Review Committee</td>
<td>Larry McCallon, Highland, Primary John Valdivia, San Bernardino, Alternate</td>
<td>Board of Directors</td>
<td>Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the $4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of $100 per day. The MSRC meets once a month on Thursdays at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.</td>
<td>12/31/20</td>
</tr>
<tr>
<td>Committee</td>
<td>Appointee</td>
<td>Appointing Authority</td>
<td>Purpose</td>
<td>Term</td>
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<tr>
<td>One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority</td>
<td>Deborah Robertson, Rialto</td>
<td>Board of Directors</td>
<td>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River. The term of the appointment is for four years for a city representative from San Bernardino County. Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4th Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). Members of the Steering Committee do not receive a stipend.</td>
<td>12/31/22</td>
</tr>
<tr>
<td>SCAG Policy Committees</td>
<td>See associated table.</td>
<td>The Board has authorized the President to make appointments to SCAG Policy Committees.</td>
<td>SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of $120 per meeting.</td>
<td>See associated table – Representatives on SCAG Committees</td>
</tr>
<tr>
<td>Southern California Regional Rail Authority</td>
<td>Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate</td>
<td>Board of Directors (Recommendation made by the Transit Committee)</td>
<td>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties. Members receive payment of $100 per day from SCRRA for participation.</td>
<td>Indefinite</td>
</tr>
<tr>
<td>SR 91 Advisory Committee</td>
<td>Ray Marquez, Chino Hills, Ex-Officio Member</td>
<td>Board of Directors</td>
<td>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways. SBCTA has not authorized payment of stipend for participation.</td>
<td>12/31/20</td>
</tr>
<tr>
<td>California Vanpool Authority (CalVans)</td>
<td>Rick Denison, Yucca Valley, Primary John Valdivia, Alternate,</td>
<td>President</td>
<td>CalVans is a Joint Powers Authority (JPA) public transit agency that operates in 13 California urbanized areas including Riverside, Imperial, Ventura and Kern counties. Board meetings occur the second Thursday of each month at 10 a.m.</td>
<td>12/31/20 12/31/20</td>
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</tbody>
</table>
# San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>PURPOSE</th>
<th>MEMBERSHIP</th>
<th>TERMS</th>
</tr>
</thead>
</table>
| **General Policy Committee**<br>Membership consists of the following:<br>SBCTA President, Vice President, and Immediate Past President<br>4 East Valley (3 City, 1 County)<br>4 West Valley (3 City, 1 County)<br>4 Mt/Desert (3 City, 1 County)<br>City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea.<br>Policy Committee and Board Study Session Chairs are members of this policy committee.<br>All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives.<br>The SBCTA Vice President shall serve as Chair of the General Policy Committee. | Makes recommendations to Board of Directors and:<br>(1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity;<br>(2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization;<br>(3) Serves as policy review committee for any program area that lacks active policy committee oversight.<br>Committee has authority to approve contracts in excess of $25,000 with notification to the Board of Directors. | West Valley<br>Alan Wapner, Ontario (Past President)<br>L. Dennis Michael, Rancho Cucamonga<br>Acquanetta Warren, Fontana<br>Curt Hagman, Supervisor (Chair MVSS)<br>East Valley<br>Frank Navarro, Colton (Chair/Vice President)<br>Darcy McNaboe, Grand Terrace (Vice Chair/President)<br>Larry McCallon, Highland<br>Josie Gonzales, Supervisor<br>Mountain/Desert<br>Bill Jahn, Big Bear Lake (Chair TC)<br>Art Bishop, Apple Valley<br>Rick Denison, Yucca Valley (Chair MDC)<br>Dawn Rowe, Supervisor<br>Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President. | 6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020<br>6/30/2020

| **Transit Committee**<br>Membership consists of 12 SBCTA Board Members:<br>10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**), members, and 2 Mountain/Desert Board Members.<br>SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board.<br>Other members are appointed by the SBCTA President for 2-year terms. | Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service.<br>* SCRRA Primary Member<br>** SCRRA Alternate Member | Bill Jahn, Big Bear Lake (Chair)<br>L. Dennis Michael, Rancho Cucamonga (Vice Chair)<br>Frank Navarro, Colton<br>John Dutrey, Montclair**<br>Larry McCallon, Highland<br>David Avila, Yucaipa<br>Deborah Robertson, Rialto<br>Alan Wapner, Ontario*<br>Acquanetta Warren, Fontana<br>Ray Marquez, Chino Hills**<br>Dawn Rowe, Supervisor<br>John Valdivia, San Bernardino | 12/31/2020 (6/30/2020)<br>12/31/2021 (6/30/2020)<br>12/31/2021<br>Indeterminate<br>12/31/2020<br>Indeterminate<br>12/31/2020<br>Indeterminate<br>12/31/2021<br>Indeterminate<br>12/31/2020<br>12/31/2020<br>12/31/2020}
San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

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<tr>
<th>COMMITTEE</th>
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</table>
| Mountain/Desert Committee | Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. | Rick Denison, Yucca Valley (Chair)  
Robert A. Lovingood, Supervisor (Vice Chair)  
Rebekah Swanson, Hesperia  
Art Bishop, Apple Valley  
Julie McIntyre, Barstow  
Bill Jahn, Big Bear Lake  
Gabriel Reyes, Adelanto  
Joel Klink, Twentynine Palms  
Jim Cox, Victorville  
Edward Paget, Needles  
Dawn Rowe, Supervisor  
Janice Rutherford, Supervisor | Indeterminate (6/30/2020)  
Indeterminate (6/30/2020)  
Indeterminate  
Indeterminate  
Indeterminate  
Indeterminate  
Indeterminate  
Indeterminate  
Indeterminate  
Indeterminate |

Policy Committee Meeting Times

<table>
<thead>
<tr>
<th>STUDY SESSION</th>
<th>PURPOSE</th>
<th>MEMBERSHIP</th>
<th>TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Policy Committee</td>
<td>Second Wednesday, 9:00 a.m., SBCTA Office</td>
<td>Board of Directors</td>
<td>6/30/2020</td>
</tr>
</tbody>
</table>
| Transit Committee             | Second Thursday (following the Board of Directors meeting), 9:00 a.m., SBCTA Office | Curt Hagman, Supervisor (Chair)  
Dawn Rowe, Supervisor (Vice Chair) | 6/30/2020         |
| Mountain/Desert Committee     | Third Friday, 9:30 a.m., Victorville, CA                               | Board of Directors                                                          | 6/30/2020         |

Board of Directors Study Sessions for Metro Valley Issues

<table>
<thead>
<tr>
<th>STUDY SESSION</th>
<th>PURPOSE</th>
<th>MEMBERSHIP</th>
<th>TERMS</th>
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</thead>
<tbody>
<tr>
<td>Board of Directors Study Sessions for Metro Valley Issues</td>
<td>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.</td>
<td>Board of Directors</td>
<td>6/30/2020</td>
</tr>
</tbody>
</table>
| Refer to SBCTA Policy 10007.  | (Brown Act)                                                             | Curt Hagman, Supervisor (Chair)  
Dawn Rowe, Supervisor (Vice Chair) | 6/30/2020         |

Meeting Time: Second Thursday (following the Board of Directors meeting), 9:30 a.m., SBCTA Office

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

<table>
<thead>
<tr>
<th>Joint Sub-Committee</th>
<th>PURPOSE</th>
<th>MEMBERSHIP</th>
</tr>
</thead>
</table>
| I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors | The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. | Alan Wapner, Ontario – Chair  
Josie Gonzales, Supervisor – Vice Chair  
Robert A. Lovingood, Supervisor  
Larry McCallon, Highland  
L. Dennis Michael, Rancho Cucamonga  
Frank Navarro, Colton  
Dusty Rigsby, Loma Linda  
Deborah Robertson, Rialto  
Janice Rutherford, Supervisor  
Acquanetta Warren, Fontana  
Art Bishop, Town of Apple Valley |
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>PURPOSE</th>
<th>MEMBERSHIP</th>
<th>TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</td>
<td>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members</td>
<td>Standing Membership – Morongo Basin Transit Authority Mountain Area Regional Transit Authority Needles Area Transit Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Option House Loma Linda Medical Center</td>
<td>On-going On-going On-going On-going On-going On-going On-going On-going On-going 5/31/2020 9/30/2020 9/30/2020 6/30/2022 5/31/2020</td>
</tr>
</tbody>
</table>

Meeting Dates and Time: Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)
## Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>PURPOSE</th>
<th>MEMBERSHIP</th>
<th>TERMS</th>
</tr>
</thead>
</table>
| ITOC      | The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation. The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits. | Donald Driftmier (A)  
Gerry Newcombe (B)  
Wayne Hendrix (C)  
Rick Gomez (D)  
Mike Layne (E)  
Darcy McNaboe, Ex-Officio  
Ray Wolfe, Ex-Officio | 12/31/20  
12/31/20  
12/31/22  
12/31/22  
12/31/22  
12/31/22 |

In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.

## SBCTA Ad Hoc Committees

<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>PURPOSE</th>
<th>MEMBERSHIP</th>
</tr>
</thead>
</table>
| Legislative | Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform. | President – Darcy McNaboe, Grand Terrace  
Vice President – Frank Navarro, Colton  
Immediate Past President – Alan Wapner, Ontario |
Council of Governments Ad Hoc Committee
In June 2016, the SBCTA Board President appointed this ad hoc committee.

To provide direction relative to the Council of Governments annual work plan.

Alan Wapner, Ontario – Chair
Josie Gonzales, Supervisor
Bill Jahn, Big Bear Lake
Larry McCallon, Highland
L. Dennis Michael, Rancho Cucamonga
Frank Navarro, Colton
Janice Rutherford, Supervisor

ByLaws Ad Hoc Committee
In December 2016, the Board of Directors authorized the reactivation of the Ad Hoc Committee and the President to make appointments.

To study the Bylaws and make recommendations to the Board on necessary or desirable Bylaws amendments.

Alan Wapner, Ontario
Robert Lovingood, County of San Bernardino
Janice Rutherford, County of San Bernardino
Dusty Rigsby, Loma Linda

Omnitrans/San Bernardino County Transportation Authority Ad Hoc Committee
In April 2019, President McNaboe appointed SBCTA members to this ad hoc committee.

To provide policy guidance related to funding allocations and project delivery.

Ron Dailey, Loma Linda (Omnitrans)
Penny Liburn, Highland (Omnitrans)
Sam Spagnolo, Rancho Cucamonga (Omnitrans)
Darcy McNaboe, Grand Terrace (SBCTA)
Dusty Rigsby, Loma Linda (SBCTA)
Ray Marquez, Chino Hills (SBCTA)

Visioning Ad Hoc Committee
In June 2019, the SBCTA Board President appointed SBCTA members to this ad hoc committee.

To review the Mission Statement.

Julie McIntyre, Barstow
Eunice Ulloa, Chino
Darcy McNaboe, Grand Terrace
Rebekah Swanson, Hesperia
John Dutrey, Montclair
John Valdivia, San Bernardino
Janice Rutherford, County of San Bernardino

SBCTA Technical Advisory Committees

<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>PURPOSE</th>
<th>MEETING SCHEDULE</th>
</tr>
</thead>
</table>
| **Transportation Technical Advisory Committee (TTAC)**
  Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer. | SBCTA’s Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee. | Generally meets on the first Monday of each month at 1:30 PM, at SBCTA. |
| **City/County Manager’s Technical Advisory Committee (CCM TAC)**
The committee is composed of up to two representatives of the County Administrator’s Office and the city manager or administrator from each city and town in the County. | SBCTA’s City/County Manager’s Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG’s member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee. | Meets on the first Thursday of each month at 10:00 AM, at SBCTA. |
| **Planning and Development Technical Forum (PDTF)**
Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer. | The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee. | Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office). |
| Project Development Teams | Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees. | Varies with the PDT. |
MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do. We achieve this by:

• Making all transportation modes as efficient, economical, and environmentally responsible as possible.
• Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
• Promoting collaboration among all levels of government.
• Optimizing our impact in regional, state, and federal policy and funding decisions.
• Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019