

AGENDA
Board of Directors Meeting
April 7, 2021
10:00 a.m.

MEETING ACCESSIBLE VIA ZOOM AT: <https://gosbcta.zoom.us/j/92592213925>

Teleconference
Dial: 1-669-900-6833
Meeting ID: 925 9221 3925

**This meeting is being conducted in accordance with Governor Newsom's
Executive Order N-29-20**

Board of Directors

President

Frank Navarro, Mayor
City of Colton

Vice-President

Curt Hagman, Supervisor
County of San Bernardino

Gerardo Hernandez, Mayor Pro Tem
City of Adelanto

Art Bishop, Council Member
Town of Apple Valley

Paul Courtney, Mayor
City of Barstow

Rick Herrick, Mayor Pro Tem
City of Big Bear Lake

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Vice Mayor
City of Chino Hills

Acquanetta Warren, Mayor
City of Fontana

Darcy McNaboe, Mayor
City of Grand Terrace

Cameron Gregg, Mayor
City of Hesperia

Larry McCallon, Mayor Pro Tem
City of Highland

Rhodes "Dusty" Rigsby, Council Member
City of Loma Linda

John Dutrey, Mayor
City of Montclair

Edward Paget, Vice Mayor
City of Needles

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Paul Barich, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

John Valdivia, Mayor
City of San Bernardino

Joel Klink, Council Member
City of Twentynine Palms

Carlos Garcia, Council Member
City of Upland

Debra Jones, Mayor
City of Victorville

David Avila, Council Member
City of Yucaipa

Rick Denison, Council Member
Town of Yucca Valley

Paul Cook, Supervisor
County of San Bernardino

Janice Rutherford, Supervisor
County of San Bernardino

Dawn Rowe, Supervisor
County of San Bernardino

Joe Baca, Jr., Supervisor
County of San Bernardino

Michael Beauchamp, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Julianna Tillquist, *General Counsel*

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

AGENDA

Board of Directors

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Interested persons may submit Public Comments in writing to the Clerk of the Board at clerkoftheboard@gosbcta.com. Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 p.m. on April 6, 2021.

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 Frank Navarro)

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

Pg. 16

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

Pg. 17

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

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

CONSENT CALENDAR

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

Consent - Administrative Matters

- 2. February 2021 Procurement Report** Pg. 18

Receive the February 2021 Procurement Report.
Presenter: Jeffery Hill

This item was received by the General Policy Committee on March 10, 2021.
- 3. Budget to Actual Report for Second Quarter Ending December 31, 2020** Pg. 26

Receive and file Budget to Actual Report for second quarter ending December 31, 2020.
Presenter: Hilda Flores

This item was received by the General Policy Committee on March 10, 2021.
- 4. Measure I Local Pass-Through Compliance Audits for Fiscal Year 2019/2020** Pg. 36

Review and receive the Measure I Audit Reports of Local Pass-Through Funds for Fiscal Year 2019/2020. **Presenter: Hilda Flores**

The Measure I audit reports were reviewed by the Independent Taxpayer Oversight Committee (ITOC) on February 17, 2021. The ITOC made a finding that Measure I expenditures for Fiscal Year 2019/2020 are consistent with the Expenditure Plan and Ordinance 04-01. This item was received by the General Policy Committee on March 10, 2021.
- 5. Transit Operators and Transportation Development Act Audits for Fiscal Year 2019/2020** Pg. 39

Review and receive the Transit Operators and Transportation Development Act Audit Reports for Fiscal Year 2019/2020. **Presenter: Hilda Flores**

This item was received by the General Policy Committee on March 10, 2021.
- 6. Board Presidential Appointments** Pg. 41

Receive and file the following Board Presidential appointments:

 - A. Note the Presidential appointment of Council Member Rick Denison, to serve on the Southern California Association of Governments (SCAG) Energy and Environment Committee.
 - B. Note the Presidential appointment of Council Member Art Bishop to serve as Vice-Chair of the I-10 and I-15 Corridor Joint Sub-Committee.
 - C. Note the vacancy for an alternate member to serve on the Gold Line Phase II Joint Powers Authority for a two-year term; and provide direction as appropriate.

Presenter: Marleana Roman

This item has not received prior policy committee or technical advisory committee review. This agenda item is presented to apprise the Board of the recent Presidential appointments.

Consent - Project Delivery

Pg. 43

7. On-Call Legal Contracts Award

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

A. Approve award of Contract No. 21-1002498 with Best Best & Krieger LLP, for On-Call Legal Services in an amount as described in Recommendation D.

B. Approve award of Contract No. 21-1002555 with Woodruff, Spradlin & Smart, A Professional Corporation, for On-Call Legal Services in an amount as described in Recommendation D.

C. Approve award of Contract No. 21-1002553 with Kaplan Kirsch Rockwell LLP, for On-Call Legal Services in an amount as described in Recommendation D.

D. Approve expending an amount not-to-exceed \$10,000,000 among Best Best & Krieger LLP (21-1002498), Woodruff, Spradlin & Smart, A Professional Corporation (21-1002555), and Kaplan Kirsch Rockwell LLP (21-1002553) over a five-year term, with two one-year options to extend, for a total not-to-exceed amount of \$10,000,000.

Presenter: Paula Beauchamp

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 11, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contracts.

Consent - Regional/Subregional Planning

8. Active Transportation Program Cycle 5 Award List and Twenty Points Allocation

Pg. 131

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

A. Adopt the Metropolitan Planning Organization (MPO) portion of the State Active Transportation Program (ATP) Cycle 5 project award list (Attachment A), specifically for:

- City of Fontana - Date Elementary School Street Improvements Project
- Town of Apple Valley - Yucca Loma Elementary School Safe Routes to School Phase 2
- County of San Bernardino - Santa Ana River Trail - Phase III
- City of Barstow - Pedestrian, Bicycle, and Safe Routes to Schools Corridors, Barstow

B. Adopt an additional 20 points allocation in the grant evaluation process to all projects in the MPO portion of the ATP as they have been determined to be consistent with regional plans, which is consistent with the methodology adopted by the San Bernardino County Transportation Authority Board of Directors for ATP Cycles 1, 2, 3, and 4.

Presenter: Josh Lee

This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 10, 2021.

9. California State Transportation Agency Initiative on the Climate Action Plan for Transportation Infrastructure

Pg. 135

Receive information on the California State Transportation Agency's Climate Action Plan for Transportation Infrastructure.

Presenter: Steve Smith

This item was presented to the Board of Directors Metro Valley Study Session on March 11, 2021 and the Mountain/Desert Committee on March 19, 2021. It is scheduled for review at the SBCTA Transportation Technical Advisory Committee on May 3, 2021.

Consent - Transit

- 10. Redlands Passenger Rail Project Quarterly Update** Pg. 159
Receive and file the Redlands Passenger Rail Project Quarterly Update.
Presenter: Victor Lopez
This item was received by the Transit Committee on March 11, 2021.
- 11. Agreement No. 21-1002546 Federal Transit Administration Sub-recipient Agreement with Omnitrans for the Ontario International Airport Loop Project and Operations Oversight** Pg. 174
That the Board, acting as the San Bernardino County Transportation Authority:
A. Approve Agreement No. 21-1002546 with Omnitrans, memorializing the recipient/sub-recipient roles and responsibilities for federal fund sources administered by the Federal Transit Administration for the implementation of the Ontario International Airport (ONT) Loop Project.
B. Authorize the Executive Director, or his designee, to approve amendments to Agreement No. 21-1002546 that are consistent with future funding allocations approved by the San Bernardino County Transportation Authority Board of Directors.
C. Authorize staff to begin discussion with Omnitrans related to Omnitrans becoming the designated Operations Oversight Agency for the future ONT Loop service.
Presenter: Carrie Schindler
This item was reviewed and unanimously recommended for approval by the Transit Committee on March 11, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreements.
- 12. Approve Amendment No. 2 to Contract No. 16-1001409 with Joshua Grading & Excavating, Inc. for Railroad Right-of-Way Maintenance Services** Pg. 208
That the Board, acting as the San Bernardino County Transportation Authority:
A. Approve Amendment No. 2 to Contract No. 16-1001409 with Joshua Grading & Excavating, Inc., for Railroad Right-of-Way Maintenance Services, contingent upon the submission of certificates of insurance demonstrating compliance with contract requirements, to extend the term to June 30, 2023.
B. Approve an increase to the not-to-exceed amount of Contract No. 16-1001409 Contract Available Authority by \$1,682,178, allocating the remaining Fiscal Year 2020/2021, 2021/2022 and 2022/2023 Weed Abatement budget for a total not-to-exceed amount of \$5,780,178 for Railroad Right-of-Way Maintenance Services.
Presenter: Ryan Aschenbrenner
This item was reviewed and unanimously recommended for approval by the Transit Committee on March 11, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.
- 13. Fiscal Year 2020/2021 Low Carbon Transit Operations Program - Population Share** Pg. 216
That the Board, acting as the San Bernardino County Transportation Authority:
A. Allocate \$2,243,248 of Low Carbon Transit Operations Program (LCTOP)-Population Share funding to the following projects:
i. Morongo Basin Transit Authority: Future Zero-Emission Buses - \$79,037

Agenda Item 13 (cont.)

- ii. Mountain Transit: Future Zero-Emission Buses - \$52,977
- iii. Victor Valley Transit Authority: Fuel Cell Electric Vehicle - \$209,214; Fare Media Subsidy - \$20,000; and final year for New and Expanded Service for Barstow - \$250,000
- iv. Omnitrans: Future Zero-Emission Buses – \$580,000
- v. San Bernardino County Transportation Authority: Arrow Fare Subsidy Program \$400,000 and West Valley Connector – Capital \$652,020

B. Allocate \$418 of LCTOP-Operator Share from the City of Needles to the San Bernardino County Transportation Authority for the West Valley Connector Project.

C. Adopt Resolution No. 21-033 authorizing the Executive Director, or his designee, to execute Certifications and Assurances for the LCTOP, and nomination of and funding requests for listed transit projects.

D. Approve a revised LCTOP-Population Share Apportionment for Fiscal Year 2020/2021 of \$2,243,248, an increase of \$30,898 from the previous estimate to match the final number released by the State Controller’s Office and the proposed LCTOP-Population Share allocations.

E. Approve an increase to the Mountain/Desert LCTOP-Population Share funds swap for Valley State Transit Assistance-Population Share funds to \$5,399, an increase of \$74 from the previous estimate, for the City of Needles.

F. Approve an increase to the LCTOP-Operator Share funds swap for Valley State Transit Assistance-Population Share funds to \$418, an increase of \$6 from the previous estimate, for the City of Needles.

Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on March 11, 2021. SBCTA General Counsel has reviewed this item and resolution.

14. Redlands Passenger Rail Project License Agreement with Riverside County Transportation Commission for use of Layover Facility and Testing of Diesel Multiple Units on Perris Valley Line Pg. 230

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

Authorize the Executive Director, or his designee, to execute a license agreement and associated documents with the Riverside County Transportation Commission in the not-to-exceed amount of \$200,000, for the delivery, testing, non-revenue operations and commissioning of the Diesel Multiple Unit Equipment on the Perris Valley Line Subdivision and the South Perris Layover Facility, upon review and concurrence of SBCTA Risk Manager and final approval as to form by SBCTA General Counsel.

Presenter: Victor Lopez

This item was reviewed and unanimously recommended for approval by the Transit Committee on March 11, 2021. SBCTA General Counsel and Risk Manager have reviewed the proposed license agreement.

Consent - Transportation Programming and Fund Administration

- 15. Measure I Valley Major Street Projects Program Allocation Planning for Fiscal Year 2021/2022** Pg. 246

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

Approve the following amount for consideration in the SBCTA Fiscal Year 2021/2022 Budget: Valley Major Street Arterial Sub-Program for \$24,515,960.60.

Presenter: Andrea Zureick

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 11, 2021.

- 16. Rural Mountain/Desert Subareas Regional/Interregional Projects Prioritization** Pg. 250

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

Approve the Rural Mountain/Desert Subareas Regional/Interregional Projects List and prioritization of projects within each subarea, and direct staff to work with jurisdictions to begin to incorporate the highest priorities into the 2021 Update to the 10-Year Delivery Plan.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on March 19, 2021.

- 17. Funding Agreement for the State Route 62 Raised Median Project with the City of Twentynine Palms** Pg. 255

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

A. Allocate \$619,000 of Measure I Morongo Basin Subarea Major Local Highway Projects (MLHP) Program funds to the City of Twentynine Palms for the State Route (SR) 62 Raised Median Project.

B. Approve Agreement No. 21-1002561 with the City of Twentynine Palms in the amount of \$619,000 in Measure I Morongo Basin Subarea MLHP Program funds for the SR 62 Raised Median Project.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on March 19, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

- 18. Baseline Agreements for the I-15 Corridor Auxiliary and Express Lanes and I-10 Eastbound Truck Climbing Lane Projects** Pg. 266

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

A. Approve the Trade Corridor Enhancement Program Baseline Agreement No. 21-1002565 with the California Transportation Commission and the California Department of Transportation for the Interstate 15 Corridor Auxiliary and Express Lanes Project, referred to by the State as the "I-15 Lanes San Bernardino" Project. **The Project Programming Request Forms included as attachments to the Baseline Agreement are subject to change to reflect the current status of the project, consistent with San Bernardino County Transportation Authority Board of Directors actions.**

Agenda Item 18 (cont.)

B. Approve the Trade Corridor Enhancement Program Baseline Agreement No. 21-1002563 with the California Transportation Commission and the California Department of Transportation for the Interstate 10 Eastbound Truck Climbing Lane Project. **The Project Programming Request Form included as an attachment to the Baseline Agreement is subject to change to reflect the current status of the project, consistent with San Bernardino County Transportation Authority Board of Directors actions.**

Presenter: Vanessa Schoenewald

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 11, 2021. It should be noted that after Metro Valley Study Session review, a minor change was made to the Baseline Agreements to clarify that the State is responsible for a proportionate share of cost overruns, should they occur.

19. Baseline Agreement for West Valley Connector Bus Rapid Transit Project, Phase 1

Pg. 336

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

Approve the Solutions for Congested Corridors Program Baseline Agreement No. 21-1002564 with the California Transportation Commission and the California Department of Transportation for the West Valley Connector Bus Rapid Transit Project, Phase 1. **The Project Programming Request Forms included as attachments to the Baseline Agreement are subject to change to reflect the current status of the project, consistent with the San Bernardino County Transportation Authority Board of Directors actions.**

Presenter: Vanessa Schoenewald

This item was reviewed and unanimously recommended for approval by the Transit Committee on March 11, 2021. It should be noted that after Transit Committee review, minor changes were made to fund source descriptions in the Project Programming Request attached to the Baseline Agreement; these changes have no impact on the Board-approved fund sources for the project or the project costs.

20. Amendment No. 2 to South Milliken Grade Separation Project Funding Agreement

Pg. 397

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

Approve Amendment No. 2 to Funding Agreement No. 17-1001620 with the City of Ontario (City) for the South Milliken Grade Separation Project to increase the total project cost by \$1,400,000, to be funded by the City in the amount of \$279,241 and by Measure I Valley Grade Separation Program funds in the amount of \$1,120,759, and to extend the termination date to June 30, 2024.

Presenter: Vanessa Schoenewald

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 11, 2021. SBCTA General Counsel has reviewed this item and the draft amendment.

Consent - Legislative/Public Outreach

21. Federal Legislative Update

Pg. 406

Receive and file the March 2021 Federal Legislative Update.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on March 10, 2021.

22. State Legislative Update Pg. 408

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

Receive and file the action of the Legislative Policy Committee on March 10, 2021, adopting an OPPOSE position on Assembly Bill 1296 (Kamlager) and Senate Bill 9 (Atkins).

Presenter: Otis Greer

This item was reviewed and unanimously recommended for approval by the Legislative Policy Committee on March 10, 2021.

23. Bill Position Recommendation Pg. 429

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

Receive and file the action of the Legislative Policy Committee on March 10, 2021, to support and sponsor Assembly Bill 1260 (Chen).

Presenter: Otis Greer

This item was reviewed and unanimously recommended for approval by the Legislative Policy Committee on March 10, 2021.

24. Update on the Chairs Roundtable regarding the 2028 Olympic Games Pg. 438

Receive and file an update on the Chairs Roundtable regarding the 2028 Olympic Games.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on March 10, 2021.

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 - Air Quality/Traveler Services

25. Update on the Freeway Service Patrol Program and 2020 Freeway Service Patrol Driver Recognition Awards Pg. 439

Receive information pertaining to the Freeway Service Patrol (FSP) Program in San Bernardino County and acknowledge the 2020 FSP Driver Recognition Awards.

Presenter: Jenny Herrera

This item was received by the General Policy Committee on March 10, 2021.

Discussion - Administrative Matters

26. Capital Projects and Reserves Based on Policy No. 20600 Pg. 443

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

A. Approve the updated Capital Improvement Plan for the Santa Fe Depot and for the Agency's Information Technology systems.

B. Approve reserves for capital costs and emergency purposes based on Policy No. 20600, Funding Indirect Costs and Fund Balance Reserves.

Agenda Item 26 (cont.)

C. Review and provide direction relative to budgetary information to be included in the Indirect Fund for Fiscal Year 2021/2022 Budget.

Presenter: Hilda Flores

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

Discussion - Legislative/Public Outreach

27. Update on Assembly Bill 840 (Holden)

Pg. 448

Receive an update on Assembly Bill 840 (Holden).

Presenter: Otis Greer

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

Discussion - Transportation Programming and Fund Administration

28. Allocation of CRRSAA FTA 5311 Rural Area Funds to Transit Operators

Pg. 454

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

Approve allocations of Federal Transit Administration Section 5311 funding made available under the Coronavirus Response and Relief Supplemental Appropriations Act, and directed specifically to the needs of rural areas, totaling \$4,037,869 to Victor Valley Transit Authority, Morongo Basin Transit Authority, Mountain Transit and the City of Needles as transit operators in the rural areas of San Bernardino County, as recommended in Table 1, Option 3.

Presenter: Michele Fogerson

This item has not received prior policy committee or technical advisory committee review. It is being presented directly to Board to meet State funding deadlines.

Public Comment

Brief Comments from the General Public

Interested persons may submit Public Comments in writing to the Clerk of the Board at clerkoftheboard@gosbeta.com. Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 p.m. on April 6, 2021.

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURN TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Duane Baker

Unrepresented Employee: All Unrepresented Employees of SBCTA

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: Executive Director

3. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Frank J. Navarro, Board President

Unrepresented Employee: Executive Director

4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: General Counsel

5. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Frank J. Navarro, Board President

Unrepresented Employee: General Counsel

ADJOURNMENT

Additional Information

Attendance

Pg. 459

Acronym List

Pg. 461

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Agency Report

Pg. 464

Committee Membership

Representatives on SCAG Committees

Pg. 467

Appointments to External Agencies

Pg. 468

Committee Membership

Pg. 470

Mission Statement

Mission Statement

Pg. 475

Meeting Procedures and Rules of Conduct During COVID-19 ‘Stay in Place’ Orders

Meeting Procedures - The Ralph M. Brown Act is the state law which guarantees the public’s right to 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. California Governor Gavin Newsom has issued several Executive Orders (N-25-20, N-29-20 and N-35-20) waiving portions of the Brown Act requirements during the COVID-19 State of Emergency.

Accessibility – During the COVID-19 crisis, meetings are being held virtually using web-based or telephone technologies. If accessibility assistance is 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 can be reached by phone at (909) 884-8276 or via email at clerkoftheboard@gosbcta.com.

Agendas – All agendas are posted at www.gosbcta.com/board/meetings-agendas/ at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address.

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 – Public Comment may be submitted in writing to the Clerk of the Board via email at clerkoftheboard@gosbcta.com. Written comments must acknowledge the Agenda Item number, and specify whether the commenter wishes the comment be included with the minutes or read into the record. Comments read into the record will be read for three minutes; if three minutes pass and there is comment still unread, the time will not be extended and the remaining comment will not be read. Public Comment must be submitted no later than 5:00 pm the day before the meeting. 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 indicate their request when Public Comment is called for during the meeting. This request to speak can be achieved by either using the ‘Raise Hand’ feature in Zoom platform or by verbally stating interest when the Chair calls for Public Comment. When recognized by the Chair, speakers should be prepared to announce their name 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 such information electronically to the Clerk of the Board via email at clerkoftheboard@gosbcta.com no later than 5:00 pm the day before the meeting. 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 an 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 be removed from the virtual 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, posting profane or rude content in the virtual meeting environment, 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...

April 2021

SBCTA Meetings – Cancelled: None

SBCTA Meetings – Scheduled:

General Policy Committee	Apr 14	9:00 am	Meeting Accessible via Zoom
Legislative Policy Committee	Apr 14	9:30 am	Meeting Accessible via Zoom
Transit Committee	Apr 15	9:00 am	Meeting Accessible via Zoom
Metro Valley Study Session	Apr 15	9:30 am	Meeting Accessible via Zoom
I-10/I-15 Corridor Joint Sub-Committee	Apr 15	10:00 am	Meeting Accessible via Zoom
Mountain/Desert Committee	Apr 16	9:30 am	Meeting Accessible via Zoom

Other Meetings/Events:

I-10 Express Lanes Webinar	Apr 29	12:00 pm	Accessible via Zoom
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For additional information, please call SBCTA at (909) 884-8276

Communication: Calendar of Events (Announcements)

Minute Action

AGENDA ITEM: 1

Date: April 7, 2021

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

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

Item No.	Contract No.	Principals & Agents	Subcontractors
7	21-1002498	Best Best & Krieger LLP <i>Steve DeBaun</i>	None
7	21-1002555	Woodruff, Spradlin & Smart, <i>A Professional Corporation</i> <i>Craig Farrington</i>	None
7	21-1002553	Kaplan Kirsch Rockwell LLP <i>Brent E. Butzin</i>	None
12	16-1001409-02	Joshua Grading & Excavating Inc. <i>Tim Craft</i>	None

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

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

Minute Action

AGENDA ITEM: 2

Date: April 7, 2021

Subject:

February 2021 Procurement Report

Recommendation:

Receive the February 2021 Procurement Report.

Background:

The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on June 3, 2020. The Board of Directors authorized the Executive Director, or his 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) Contract Task Orders (CTO) up to \$500,000 and for CTOs originally \$500,000 or more, increasing the purchase order amount up to 10% of the original CTO value, not-to-exceed \$100,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract value or \$100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by Board; and g) 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, and authorized Department Directors to approve and execute Contingency Amendments that do-not-exceed contingency amounts authorized by Board of Directors. A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director and/or General Counsel during the month of February 2021 are 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 2020/2021 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 March 10, 2021.

Responsible Staff:

Jeffery Hill, Procurement Manager

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

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

Attachment A

February Contract Actions

New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount
21-1002526	Redlands Passenger Rail Project (RPRP) Dispute Review Board Agreement	Manuel Jardin	\$75,000.00
20-1002421	West Valley Connector – Phase 1 Cooperative Agreement with City of Montclair	City of Montclair	\$0.00
20-1002423	West Valley Connector – Phase 1 Cooperative Agreement with City of Rancho Cucamonga	City of Rancho Cucamonga	\$0.00
21-1002513	Regional Rideshare Golden Pylon Marketing Event	Los Angeles County Metropolitan Transportation Authority (LACMTA)	\$5,670.00

Attachment A

February Amendment Actions

Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
19-1002035 Amendment 1	Exercised the first option year and increase not-to-exceed amount. Project: Agency Risk Management and Broker Services	Alliant Insurance Services	Original \$56,840.00	\$29,705.00	\$86,545.0

Attachment: February Procurement Report Attachment A (7558 : February 2021 Procurement Report)

Attachment A

February Contract Task Order Actions

Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
19-1002002 CTO 1	Legal Services to revise and adapt SBCTA's standard purchase and sales agreement templates and grant deeds to ensure compliance with Government Code Section 54220 et seq.	Richard Watson & Gershon	\$3,750,000.00 Shared with Meyers Nave Riback Silver & Wilson (18-1001925)		Total \$13,500.00

Attachment: February Procurement Report Attachment A (7558 : February 2021 Procurement Report)

Attachment A

February Contract Task Order Actions

Contingency Released:

Contract No. & Contingency No.	Reason for Contingency Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Contingency Amendment	Amended Contract Total
None					

Attachment: February Procurement Report Attachment A (7558 : February 2021 Procurement Report)

Attachment A

February Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4002110	2/3/21	Potomac Partners DC, LLC	Federal Advocacy Services for January through April 2021	\$30,000.0
4002114	2/9/21	Koff & Associates, Inc.	Classification, Compensation and Organization Review Study 2021	\$19,995.0

Attachment: February Procurement Report Attachment A (7558 : February 2021 Procurement Report)

Attachment A

February Purchase Order Amendment Actions

Purchase Order Amendments Executed:

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

Attachment: February Procurement Report Attachment A (7558 : February 2021 Procurement Report)

Attachment B

February RFP's and IFB's

Release of RFP's and IFB's

Release Date	RFP/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
None				

Attachment: February Procurement Report Attachment B (7558 : February 2021 Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: April 7, 2021

Subject:

Budget to Actual Report for Second Quarter Ending December 31, 2020

Recommendation:

Receive and file Budget to Actual Report for second quarter ending December 31, 2020.

Background:

The Fiscal Year 2020/2021 Budget for new activity was adopted by the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) on June 3, 2020. This report provides a summary of program and task activity by fund compared to the original and revised budgets. The report provides a percentage of the budget received or expended through December 31, 2020.

The following are explanations for significant percentage changes by Fund type:

General Fund

A. Revenues:

1. Measure I Sales Tax revenue is low since July and August receipts are recorded in the prior fiscal year.
2. Interest recorded in the general fund is distributed to the appropriate funds at year-end based on ending cash balances.

B. Expenditures:

1. Expenditures to date are low and can be 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, State Transit Assistance Fund, and State of Good Repair Fund. The amount is negative due to accrual reversals that have been higher than actual reimbursements thus far.
2. Operating transfers out are from cash transfers within the General Fund to fund the Indirect Cost Fund.

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 normally not budgeted.

B. Expenditures:

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

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

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C. Other Financing Sources:

1. Budgeted transfers in are from the issuance of commercial paper for \$22 million to fund the Mt. Vernon Viaduct Project that has not yet occurred. Commercial paper has not been issued as of December 31, 2020. Transfers in are recorded to reclassify expenditures from Federal Highway Funds to maximize the use of SB1 and local funding sources. Transfers out are to reclassify expenses to Measure I.

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

State Highway Fund

A. Revenues:

1. The timing for collections of revenues fluctuates as most state grants are on a reimbursement basis.
2. Investment earnings are normally 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:

3. Transfers in are recorded to reclassify expenditures from State Highway Funds to maximize the use of SB1 and Measure I funding sources.

Proposition 1B Fund

A. Revenues:

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

B. Expenditures:

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

Local Transportation Fund (LTF)

A. Revenues:

1. LTF revenue is low since July and August receipts are recorded in the prior fiscal year.
2. Investment earnings are negative due to the recording of a reversal of fair value adjustment recognized in the prior fiscal year per Government Accounting Standards Board Statement 31 (GASB 31). Interest is distributed to the appropriate funds at year-end based on ending cash balances.

San Bernardino Council of Governments

San Bernardino County Transportation Authority

B. Expenditures:

1. Expenditures to date represent claims received and paid.

C. Other Financing Sources:

1. Operating transfers out are negative due to the reversal of a transfer from the prior year accruals.

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 negative due to recording of a reversal of fair value adjustment recognized in the prior fiscal year per GASB 31. Interest is distributed to the appropriate funds at year-end based on ending cash balances.

B. Expenditures:

1. Expenditures to date represent claims received and paid.

C. Other Financing Sources:

1. Operating transfers out are negative due to the reversal of a transfer from the prior year accruals.

Senate Bill 1

A. Revenues:

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

B. Expenditures:

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

Other Financing Sources:

1. Operating transfers out represent cash transfers to maximize funding associated with the US 395 widening project.

Measure I 1990-2010 Fund

A. Revenues:

1. Investment earnings are negative due to recording of a reversal of fair value adjustment recognized in the prior fiscal year per GASB 31. Interest is distributed to the appropriate funds at year-end based on ending cash balances.

B. Expenditures:

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

Measure I 2010-2040 Fund

A. Revenues:

1. Measure I Sales Tax revenue is low since July and August receipts are recorded in the prior fiscal year.
2. Investment earnings are negative due to recording of a reversal of fair value adjustment recognized in the prior fiscal year per GASB 31. Interest is distributed to the appropriate funds at year-end based on ending cash balances.

B. Expenditures:

1. Expenditures to date are low and can be due to timing of capital expenditures, which can take several years.
2. Funds for the Fund Administration program are encumbered to ensure they are available to pay for the allocations approved by the Board.

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the General Fund to fund the Indirect Cost Fund and to the Debt Service Fund to cover debt service expenditures.

Debt Service Fund

A. Revenues:

1. Investment earnings are not budgeted.

B. Expenditures:

1. Expenditures are low since debt service payments are processed semi-annually.

C. Other Financing Sources:

1. Transfers in represent a 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 negative due to recording of a reversal of fair value adjustment recognized in the prior fiscal year per GASB 31. Interest is distributed to the appropriate funds at year-end based on ending cash balances.

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. Budgeted transfers out are from the issuance of commercial paper for \$22 million to fund the Mt. Vernon Viaduct Project. Commercial paper has not been issued as of December 31, 2020.
2. Operating transfers in/out represent cash transfers resulting from transfers within the capital projects funds as well as from SAFE and Measure I funding sources.

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. Investment earnings are negative due to recording of a reversal of fair value adjustment recognized in the prior fiscal year per GASB 31. Interest is distributed to the appropriate funds at year-end based on ending cash balances.

B. Expenditures:

1. Expenditures to date are low and can be due to timing of capital expenditures, which can take several years. Some expenditures are negative due to a reversal of estimates from the prior year.
2. Expenditures are negative due to accrual reversals that have been higher than actual reimbursements thus far.

C. Other Financing Sources:

1. Operating transfers out represent mainly cash transfers to fund the Indirect Cost Fund.
2. Operating transfers out/in represent cash transfers within the Nonmajor Governmental Funds for expenditures in the Freeway Service Patrol, as well as with Federal and State Highway funds.

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 are negative due to recording of a reversal of fair value adjustment recognized in the prior fiscal year per GASB 31. Interest is distributed to the appropriate funds at year-end based on ending cash balances.

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.

Financial Impact:

This item reports the status of expenditures against budget and imposes no financial impact on Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was received by the General Policy Committee on March 10, 2021.

Responsible Staff:

Hilda Flores, Chief Financial Officer

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Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Fiscal Year 2020-2021
Second Quarter Budget to Actual Report
December 31, 2020

	2020-2021 Original Budget		2020-2021 Revised Budget		Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
GENERAL FUND								
Revenues								
Sales Tax-MSI	1,439,000	-	1,439,000	679,033	-	759,967	52.81%	
Charges for Services	564,809	-	564,809	375,800	-	189,009	33.46%	
Investment Earnings	97,350	-	97,350	1,443,751	-	(1,346,401)	-1383.05%	
Miscellaneous	-	-	-	521	-	(521)	0.00%	
Total Revenues	2,101,159	-	2,101,159	2,499,105	-	(397,946)	-18.94%	
Expenditures								
General Government	11,303,436	-	11,303,436	4,029,589	471,973	6,801,874	60.18%	
Regional & Subregional Planning	1,069,939	-	1,069,939	297,573	-	772,366	72.19%	
Transit	38,447,195	(31,910)	38,415,285	8,494,614	656,537	29,264,134	76.18%	
Project Delivery	21,855	-	21,855	-	-	21,855	100.00%	
Fund Administration	776,248	-	776,248	243,385	5,820	527,043	67.90%	
Total Expenditures	51,618,673	(31,910)	51,586,763	13,065,161	1,134,330	37,387,272	72.47%	
Other Financing Sources								
Transfers in	48,255,647	-	48,255,647	(223,743)	-	48,479,390	100.46%	
Transfers out	(4,757,601)	-	(4,757,601)	(2,368,443)	-	(2,389,158)	50.22%	
Total Other Financing Sources	43,498,046	-	43,498,046	(2,592,186)	-	46,090,232	105.96%	
Revenues Over (Under) Expenditures	(6,019,468)	31,910	(5,987,558)	(13,158,242)	(1,134,330)	8,305,014		
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	137,566,070	-	137,566,070	12,943,516	-	124,622,554	90.59%	
Investment Earnings	-	-	-	10,691	-	(10,691)	0.00%	
Total Revenues	137,566,070	-	137,566,070	12,954,207	-	124,611,863	90.58%	
Expenditures								
Transit	1,089,024	-	1,089,024	111,294	13,454	964,276	88.54%	
Project Delivery	158,477,046	-	158,477,046	21,105,189	2,393	137,369,464	86.68%	
Total Expenditures	159,566,070	-	159,566,070	21,216,483	15,847	138,333,740	86.69%	
Other Financing Sources								
Transfers in	22,000,000	-	22,000,000	160,971	-	21,839,029	99.27%	
Transfers out	-	-	-	(13,907)	-	13,907	0.00%	
Total Other Financing Sources	22,000,000	-	22,000,000	147,064	-	21,852,936	0.00%	
Revenues Over (Under) Expenditures	-	-	-	(8,115,212)	(15,847)	8,131,059		
FEDERAL TRANSIT ADMINISTRATION FUND								
Revenues								
Intergovernmental	41,652,319	-	41,652,319	112,410	-	41,539,909	99.73%	
Total Revenues	41,652,319	-	41,652,319	112,410	-	41,539,909	99.73%	
Expenditures								
Transit	41,652,319	-	41,652,319	16,229,275	-	25,423,044	61.04%	
Total Expenditures	41,652,319	-	41,652,319	16,229,275	-	25,423,044	61.04%	
Revenues Over (Under) Expenditures	-	-	-	(16,116,865)	-	16,116,865		
STATE HIGHWAY FUND								
Revenues								
Intergovernmental	95,713,255	-	95,713,255	3,727,894	-	91,985,361	96.11%	
Investment Earnings	-	-	-	801	-	(801)	0.00%	
Total Revenues	95,713,255	-	95,713,255	3,728,695	-	91,984,560	96.10%	
Expenditures								
General Government	4,178	-	4,178	467	-	3,711	88.82%	
Regional & Subregional Planning	331,366	-	331,366	5,816	-	325,550	98.24%	
Transit	15,783,255	-	15,783,255	7,726,095	-	8,057,160	51.05%	
Project Delivery	78,862,000	-	78,862,000	10,186,088	-	68,675,912	87.08%	
Fund Administration	732,456	-	732,456	305,452	-	427,004	58.30%	
Total Expenditures	95,713,255	-	95,713,255	18,223,918	-	77,489,337	80.96%	
Other Financing Sources								
Transfers in	-	-	-	297,435	-	(297,435)	0.00%	
Transfers out	-	-	-	(82,593)	-	82,593	#DIV/0!	
Total Other Financing Sources	-	-	-	214,842	-	(214,842)	0.00%	
Revenues Over (Under) Expenditures	-	-	-	(14,280,381)	-	14,577,816		

Attachment: Budget to Actual 2nd Qtr 2021 (7509 : Budget to Actual Report - 2nd Qtr 2020/2021)

Fiscal Year 2020-2021
Second Quarter Budget to Actual Report
December 31, 2020

	2020-2021 Original Budget		2020-2021 Revised Budget		Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
PROPOSITION 1B FUND								
Revenues								
Intergovernmental	2,810,000	-	2,810,000	1,415,564	-	1,394,436	49.62%	
Investment Earnings	8,000	-	8,000	147,172	-	(139,172)	-1739.65%	
Total Revenues	2,818,000	-	2,818,000	1,562,736	-	1,255,264	44.54%	
Expenditures								
Transit	8,461,783	-	8,461,783	1,224,599	-	7,237,184	85.53%	
Project Delivery	2,810,000	8,638,000	11,448,000	775,220	-	10,672,780	93.23%	
Total Expenditures	11,271,783	8,638,000	19,909,783	1,999,819	-	17,909,964	89.96%	
Revenues Over (Under) Expenditures	(8,453,783)	(8,638,000)	(17,091,783)	(437,083)	-	(16,654,700)		
LOCAL TRANSPORTATION FUND								
Revenues								
Sales Tax-LTF	83,771,793	-	83,771,793	38,315,366	-	45,456,427	54.26%	
Investment Earnings	1,200,000	-	1,200,000	(1,440,214)	-	2,640,214	220.02%	
Total Revenues	84,971,793	-	84,971,793	36,875,152	-	48,096,641	56.60%	
Expenditures								
Transit	91,100,000	(44,180)	91,055,820	36,372,878	-	54,682,942	60.05%	
Total Expenditures	91,100,000	(44,180)	91,055,820	36,372,878	-	54,682,942	60.05%	
Other Financing Sources								
Transfers out	(25,334,420)	-	(25,334,420)	(2,342,509)	-	(22,991,911)	90.75%	
Total Other Financing Sources	(25,334,420)	-	(25,334,420)	(2,342,509)	-	(22,991,911)	90.75%	
Revenues Over (Under) Expenditures	(31,462,627)	44,180	(31,418,447)	(1,840,235)	-	(29,578,212)		
STATE TRANSIT ASSISTANCE FUND								
Revenues								
Intergovernmental	26,091,386	-	26,091,386	6,112,618	-	19,978,768	76.57%	
Investment Earnings	845,000	-	845,000	(1,429,004)	-	2,274,004	269.11%	
Total Revenues	26,936,386	-	26,936,386	4,683,614	-	22,252,772	82.61%	
Expenditures								
Transit	22,480,112	-	22,480,112	6,465,430	-	16,014,682	71.24%	
Total Expenditures	22,480,112	-	22,480,112	6,465,430	-	16,014,682	71.24%	
Other Financing Sources								
Transfers out	(15,849,969)	-	(15,849,969)	6,101,881	-	(21,951,850)	138.50%	
Total Other Financing Sources	(15,849,969)	-	(15,849,969)	6,101,881	-	(21,951,850)	138.50%	
Revenues Over (Under) Expenditures	(11,393,695)	-	(11,393,695)	4,320,065	-	(15,713,760)		
SENATE BILL 1 Fund								
Revenues								
Intergovernmental	106,345,422	-	106,345,422	9,280,070	-	97,065,352	91.27%	
Total Revenues	106,345,422	-	106,345,422	9,280,070	-	97,065,352	91.27%	
Expenditures								
Commuter and Motorist Assistance	996,271	-	996,271	241,563	-	754,708	24.25%	
Regional & Subregional Planning Program	-	537,377	537,377	-	-	537,377	0.00%	
Transit	31,803,855	-	31,803,855	16,290,040	-	15,513,815	48.78%	
Major Project Delivery	72,445,000	-	72,445,000	11,512,571	-	60,932,429	15.89%	
Total Expenditures	105,245,126	537,377	105,782,503	28,044,174	-	77,738,329	73.49%	
Other Financing Sources								
Transfers out	-	-	-	(239,130)	-	239,130	0.00%	
Total Other Financing Sources	-	-	-	(239,130)	-	239,130	0.00%	
Revenues Over (Under) Expenditures	1,100,296	(537,377)	562,919	(19,003,234)	-	19,566,153		

Attachment: Budget to Actual 2nd Qtr 2021 (7509 : Budget to Actual Report - 2nd Qtr 2020/2021)

Fiscal Year 2020-2021
Second Quarter Budget to Actual Report
December 31, 2020

	2020-2021 Original Budget	Amendments	2020-2021 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
MEASURE I 1990-2010 FUND							
Revenues							
Investment Earnings	30,000	-	30,000	(81,359)	-	111,359	371.20%
Total Revenues	30,000	-	30,000	(81,359)	-	111,359	371.20%
Expenditures							
Environment and Energy Conservation	335,000	-	335,000	2,236	13,644	319,120	95.26%
Commuter and Motorist Assistance	200,000	-	200,000	63,325	-	136,675	68.34%
Project Delivery	4,601,146	-	4,601,146	165,132	-	4,436,014	96.41%
Total Expenditures	5,136,146	-	5,136,146	230,693	13,644	4,891,809	95.24%
Revenues Over (Under) Expenditures	(5,106,146)	-	(5,106,146)	(312,052)	(13,644)	(4,780,450)	
MEASURE I 2010-2040 FUND							
Revenues							
Sales Tax-MSI	141,341,488	-	141,341,488	67,224,240	-	74,117,248	52.44%
Intergovernmental	1,119,512	-	1,119,512	-	-	1,119,512	100.00%
Investment Earnings	2,445,750	-	2,445,750	(3,852,969)	-	6,298,719	257.54%
Total Revenues	144,906,750	-	144,906,750	63,371,271	-	81,535,479	56.27%
Expenditures							
General Government	1,279,230	-	1,279,230	342,856	6,835	929,539	72.66%
Environment and Energy Conservation	214,283	-	214,283	92,990	-	121,293	56.60%
Commuter and Motorist Assistance	712,109	-	712,109	6,374	4,525	701,210	98.47%
Regional & Subregional Planning	1,245,121	-	1,245,121	173,810	7,500	1,063,811	85.44%
Transit	60,408,437	-	60,408,437	3,648,222	82,122	56,678,093	93.82%
Project Delivery	100,124,988	-	100,124,988	17,553,859	902,167	81,668,962	81.57%
Fund Administration	117,639,725	-	117,639,725	19,881,566	4,758,500	92,999,659	79.05%
Total Expenditures	281,623,893	-	281,623,893	41,699,677	5,761,649	234,162,567	83.15%
Other Financing Sources							
Transfers in	20,715	-	20,715	12,307	-	8,408	40.59%
Transfers out	(25,969,814)	-	(25,969,814)	(8,056,896)	-	(17,912,918)	68.98%
Total Other Financing Sources	(25,949,099)	-	(25,949,099)	(8,044,589)	-	(17,904,510)	69.00%
Revenues Over (Under) Expenditures	(162,666,242)	-	(162,666,242)	13,627,005	(5,761,649)	(170,531,598)	
Note: Sales tax - MSI is net of the 1% for Measure I Administration and accounted for in the General Fund.							
DEBT SERVICE FUND							
Revenues							
Investment Earnings	-	-	-	170	-	(170)	0.00%
Total Revenues	-	-	-	170	-	(170)	0.00%
Expenditures							
Debt Service	13,043,300	-	13,043,300	4,292,100	-	8,751,200	67.09%
Total Expenditures	13,043,300	-	13,043,300	4,292,100	-	8,751,200	67.09%
Other Financing Sources							
Operating Transfers In	13,043,300	-	13,043,300	6,678,031	-	6,365,269	48.80%
Operating Transfers Out	-	-	-	-	-	-	0.00%
Total Other Financing Sources	13,043,300	-	13,043,300	6,678,031	-	6,365,269	48.80%
Revenues Over (Under) Expenditures	-	-	-	2,386,101	-	(2,386,101)	
CAPITAL PROJECTS FUND							
Revenues							
Intergovernmental	50,523,822	-	50,523,822	3,232,716	-	47,291,106	93.60%
Investment Earnings	140,600	-	140,600	(143,605)	-	284,205	202.14%
Miscellaneous	12,136,525	-	12,136,525	213,852	-	11,922,673	98.24%
Total Revenues	62,800,947	-	62,800,947	3,302,963	-	59,497,984	94.74%
Expenditures							
Environment and Energy Conservation	1,120,000	-	1,120,000	-	-	1,120,000	100.00%
Commuter and Motorist Assistance	497,399	-	497,399	39,094	-	458,305	92.14%
Regional & Subregional Planning	275,000	-	275,000	28,737	-	246,263	89.55%
Transit	19,021,144	31,910	19,053,054	1,910,556	-	17,142,498	89.97%
Project Delivery	50,551,960	-	50,551,960	9,523,754	70,181	40,958,025	81.02%
Fund Administration	302,128	-	302,128	-	-	302,128	100.00%
Total Expenditures	71,767,631	31,910	71,799,541	11,502,141	70,181	60,227,219	83.88%
Other Financing Sources							
Operating Transfers in	11,088,799	-	11,088,799	1,051,163	-	10,037,636	90.52%
Operating Transfers out	(22,000,000)	-	(22,000,000)	(720,997)	-	(21,279,003)	96.72%
Total Other Financing Sources	(10,911,201)	-	(10,911,201)	330,166	-	(11,241,367)	0.00%
Revenues Over (Under) Expenditures	(19,877,885)	(31,910)	(19,909,795)	(7,869,012)	(70,181)	(11,970,602)	

Attachment: Budget to Actual 2nd Qtr 2021 (7509 : Budget to Actual Report - 2nd Qtr 2020/2021)

Fiscal Year 2020-2021
Second Quarter Budget to Actual Report
December 31, 2020

	2020-2021		2020-2021	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
	Original Budget	Amendments	Revised Budget				
NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	5,392,310	-	5,392,310	1,982,514	-	3,409,796	63.23%
Charges for Services	12,000	-	12,000	365	-	11,635	96.96%
Investment Earnings	50,000	-	50,000	(31,938)	-	81,938	163.88%
Total Revenues	<u>5,454,310</u>	<u>-</u>	<u>5,454,310</u>	<u>1,950,941</u>	<u>-</u>	<u>3,503,369</u>	<u>64.23%</u>
Expenditures							
General Government	108,514	-	108,514	44,450	1,000	63,064	58.12%
Environment and Energy Conservation	12,000	-	12,000	(16,281)	22,359	5,922	49.35%
Commuter and Motorist Assistance	4,150,579	-	4,150,579	1,510,336	82,591	2,557,652	61.62%
Regional & Subregional Planning	801,130	-	801,130	(20,795)	-	821,925	102.60%
Transit	3,106,542	44,180	3,150,722	3,147,195	3,526	1	0.00%
Total Expenditures	<u>8,178,765</u>	<u>44,180</u>	<u>8,222,945</u>	<u>4,664,905</u>	<u>109,476</u>	<u>3,448,564</u>	<u>41.94%</u>
Other Financing Sources							
Transfers in	-	-	-	5,239	-	(5,239)	#DIV/0!
Transfers out	(322,588)	-	(322,588)	(171,774)	-	(150,814)	46.75%
Total Other Financing Sources	<u>(322,588)</u>	<u>-</u>	<u>(322,588)</u>	<u>(166,535)</u>	<u>-</u>	<u>(156,053)</u>	<u>48.38%</u>
Revenues Over (Under) Expenditures	<u>(3,047,043)</u>	<u>(44,180)</u>	<u>(3,091,223)</u>	<u>(2,880,499)</u>	<u>(109,476)</u>	<u>(101,248)</u>	
COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	21,325	-	21,325	-	-	21,325	100.00%
Special Assessments	257,539	-	257,539	257,539	-	-	0.00%
Investment Earnings	12,200	-	12,200	(19,192)	-	31,392	257.31%
Miscellaneous	229,190	-	229,190	134,720	-	94,470	41.22%
Total Revenues	<u>520,254</u>	<u>-</u>	<u>520,254</u>	<u>373,067</u>	<u>-</u>	<u>147,187</u>	<u>28.29%</u>
Expenditures							
General Government	802,409	-	802,409	395,510	-	406,899	50.71%
Environment and Energy Conservation	347,616	-	347,616	71,181	26,000	250,435	72.04%
Regional & Subregional Planning	20,588	-	20,588	-	-	20,588	100.00%
Total Expenditures	<u>1,170,613</u>	<u>-</u>	<u>1,170,613</u>	<u>466,691</u>	<u>26,000</u>	<u>677,922</u>	<u>57.91%</u>
Other Financing Sources							
Transfers out	(174,069)	-	(174,069)	(87,035)	-	(87,034)	50.00%
Total Other Financing Sources	<u>(174,069)</u>	<u>-</u>	<u>(174,069)</u>	<u>(87,035)</u>	<u>-</u>	<u>(87,034)</u>	<u>50.00%</u>
Revenues Over (Under) Expenditures	<u>(824,428)</u>	<u>-</u>	<u>(824,428)</u>	<u>(180,659)</u>	<u>(26,000)</u>	<u>(617,769)</u>	

Attachment: Budget to Actual 2nd Qtr 2021 (7509 : Budget to Actual Report - 2nd Qtr 2020/2021)

Minute Action

AGENDA ITEM: 4

Date: April 7, 2021

Subject:

Measure I Local Pass-Through Compliance Audits for Fiscal Year 2019/2020

Recommendation:

Review and receive the Measure I Audit Reports of Local Pass-Through Funds for Fiscal Year 2019/2020.

Background:

Each year San Bernardino County Transportation Authority (SBCTA) provides for audits of all local jurisdictions receiving Measure I Local Pass-Through Funds, which are dedicated for transportation planning, design, construction, operation and maintenance.

A financial examination is completed by an independent audit firm for activities during the previous fiscal year, including internal control systems of checks and balances. The examination must encompass both project expenditures and projects for which funds were received but not expended. A listing of all projects comparing actual revenues and expenses to the Measure I Five Year Capital Improvement Plan adopted by the local governing board and reported annually to SBCTA must be included with any interest earned. The report shall also contain an examination of expenditures, statement of revenue and expenses, and balance sheet for each Measure I special revenue fund.

Eide Bailly LLP (Eide) formally Vavrinek, Trine, Day & Co, LLP, was selected in January 2017, to conduct Compliance Audits of the Measure I Local 2010-2040 Pass-Through Funds for a five-year period, with two one-year extensions. Eide verified compliance with California Public Utilities Code 190300 and Ordinance No. 04-01 of the SBCTA Local Street Program that funds shall not be used to supplant existing local discretionary funds being used for streets and highway purposes, also known as Maintenance of Effort (MOE). The MOE base year level was determined based upon the discretionary General Fund expenditures for transportation-related construction and maintenance activities in Fiscal Year 2008/2009. The MOE base year level as approved by the SBCTA Board of Directors shall remain in effect until the expiration of Measure I 2010-2040.

SBCTA staff met with the Independent Taxpayer Oversight Committee (ITOC) on February 17, 2021. Measure I local Pass-Through Fund audit reports for Fiscal Year 2019/2020, and Comprehensive Annual Financial report for Fiscal Year 2019/2020 were provided to the ITOC. The ITOC made a finding that Measure I expenditures for Fiscal Year 2019/2020 are consistent with the provisions of Measure I Expenditure Plan and Ordinance 04-01.

The Measure I Local Pass-Through Fund audits for the Cities of Adelanto, Fontana, Montclair, Town of Apple Valley, and County of San Bernardino are expected to be completed within the extension deadline of May 31, 2021. If the audits are not finalized by the end of May, Measure I withholding will commence in June 2021, until the Fiscal Year 2019/2020 audit is completed. These audits are being provided as an attachment separate from the agenda.

Entity: San Bernardino County Transportation Authority

The audits for Fiscal Year 2019/2020 contained the following findings:

City of San Bernardino

- The Measure I Strategic Plan states that the Five Year Capital Improvement Plan (CIP) shall be the basis for the annual audit. Jurisdictions will have flexibility with timing in moving projects within their Five Year CIP. However, in order for a project to be eligible for Measure I funds, the project must be included in the current CIP. An amended CIP should be used in instances where projects are added to the CIP during the year. While the costs were considered allowable project expenses in accordance with the strategic plan, the projects were not included on the current Five Year CIP.
Corrective Action: The City will ensure that expenditures incurred are included for projects in the CIP.

City of Yucaipa

- The Measure I Strategic Plan states that the Five Year Capital Improvement Plan (CIP) shall be the basis for the annual audit. Jurisdictions will have flexibility with timing in moving projects within their Five Year CIP. However, in order for a project to be eligible for Measure I funds, the project must be included in the current CIP. An amended CIP should be used in instances where projects are added to the CIP during the year. While the costs were considered allowable project expenses in accordance with the strategic plan, the projects were not included on the current Five Year CIP.
- City incurred expenditures for various street construction projects not listed on the Measure I Five-Year Capital Improvement Plan.
Corrective Action: The City has implemented a process to submit revised Capital Improvement Plan information to SBCTA as mid-year adjustments are made to Capital Project planning and construction.

The individual agency audit reports are being provided as an attachment separate from the agenda.

The Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2020 is available on our website at:

<https://www.gosbcta.com/wp-content/uploads/2021/01/Final-Complete-CAFR-2020.pdf> .

Financial Impact:

This item has no impact on the Fiscal Year 2020/2021 Budget.

Reviewed By:

The Measure I audit reports were reviewed by the Independent Taxpayer Oversight Committee (ITOC) on February 17, 2021. The ITOC made a finding that Measure I expenditures for Fiscal Year 2019/2020 are consistent with the Expenditure Plan and Ordinance 04-01. This item was received by the General Policy Committee on March 10, 2021.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Board of Directors Agenda Item
April 7, 2021
Page 3

Approved
Board of Directors
Date: April 7, 2021
Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 5

Date: April 7, 2021

Subject:

Transit Operators and Transportation Development Act Audits for Fiscal Year 2019/2020

Recommendation:

Review and receive the Transit Operators and Transportation Development Act Audit Reports for Fiscal Year 2019/2020.

Background:

Each year San Bernardino County Transportation Authority (SBCTA) provides for audits of all local jurisdictions (agencies) receiving Transportation Development Act (TDA) Funds, which are dedicated to support local transit service and investments, pedestrian and bicycle facilities, and local street improvement projects.

A financial examination is completed by an independent audit firm for activities during the previous fiscal year, including internal control systems of checks and balances. The examination must encompass both project expenditures and projects for which funds were allocated and expended. A listing of all the TDA projects comparing actual revenues and expenses to budgeted revenues and expenses must be included with any interest earned. In addition, the report must state if the local match for each project is met and the claimants complied with the TDA, the Uniform System of Accounts for Public Transit Operators, and/or the updated National Transit Database Reporting Manuals when applicable. The report shall also contain an examination of expenditures, statement of revenue and expenses, and a balance sheet for each TDA fund.

Eide Bailly LLP (Eide), formally Vavrinek, Trine, Day & Co, LLP, was selected in January 2017 to conduct Compliance Audits of the TDA funds for a five-year period, with two one-year extensions.

Eide verified compliance with California Public Utilities Code 66343, California Code of Regulations Sections 6664, 6666 and/or 6667, Proposition 1B, California Transit Security Grant Program, federal Single Audit Act and SBCTA Compliance Audit Guide. Eide also verified that the agencies met the local match requirements for each project or fare ratios for transit operators.

The Fiscal Year 2019/2020 audits resulted in no findings.

Morongo Basin Transit Authority is required to complete a single audit of federal expenditures and the auditor informed SBCTA staff that it was completed in March with no findings. The audits for Needles Area Transit, and Victor Valley Transit Authority were completed in March and will be presented in a separate item at a later date. The audits for the Cities of Adelanto and Fontana, the Town of Apple Valley, and the County of San Bernardino, have not yet been completed. The deadline for completion of these remaining audit reports is May 31, 2021.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
April 7, 2021
Page 2

Each agency may have a different number of audit reports depending on the type of funding they are receiving. These audits are being provided as an attachment separate from the agenda.

Financial Impact:

This item has no impact on the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was received by the General Policy Committee on March 10, 2021.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: April 7, 2021
Witnessed By:

Minute Action

AGENDA ITEM: 6

Date: April 7, 2021

Subject:

Board Presidential Appointments

Recommendation:

Receive and file the following Board Presidential appointments:

- A. Note the Presidential appointment of Council Member Rick Denison, to serve on the Southern California Association of Governments (SCAG) Energy and Environment Committee.
- B. Note the Presidential appointment of Council Member Art Bishop to serve as Vice-Chair of the I-10 and I-15 Corridor Joint Sub-Committee.
- C. Note the vacancy for an alternate member to serve on the Gold Line Phase II Joint Powers Authority for a two-year term; and provide direction as appropriate.

Background:

Recommendation A: This recommendation is to note the appointment of Council Member Rick Denison to serve on the Southern California Association of Governments (SCAG) Energy and Environment Committee. The San Bernardino County Transportation Authority (SBCTA) President is authorized to make appointments to SCAG Committees. SCAG Committees meet the first Thursday of each month. Subregional appointees receive a stipend of \$120.00 for up to four Policy or Task Force meetings per month paid by SCAG. Terms of appointment expire December 31 of odd-numbered years.

Recommendation B: This is to note the appointment of Council Member Art Bishop to serve as Vice-Chair of the I-10 and I-15 Corridor Joint Sub-Committee. The Board President is authorized to appoint the Chair and Vice-Chair of the Sub-Committee.

Recommendation C: This is to note the vacancy of an alternate member to serve on the Gold Line Phase II Joint Powers Authority (JPA) for a two-year term. The Gold Line Phase II JPA is formed by the 14 cities along the Gold Line route and SBCTA. It is the forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members of the Gold Line Phase II JPA receive a stipend of \$150.00 paid by the Gold Line Phase II JPA. This appointment is by approval of the Board of Directors.

Board members interested in an appointment should notify the SBCTA President or Marleana Roman, Clerk of the Board, at mroman@gosbcta.com. A listing of SBCTA Appointments to External Agencies, SBCTA Representatives on SCAG Committees and SBCTA Policy Committee Membership are included in the appendix of the SBCTA Board of Directors agenda.

Financial Impact:

This item has no financial impact on the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. This agenda item is presented to apprise the Board of the recent Presidential appointments.

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

Board of Directors Agenda Item
April 7, 2021
Page 2

Responsible Staff:

Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 7

Date: April 7, 2021

Subject:

On-Call Legal Contracts Award

Recommendation:

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

- A. Approve award of Contract No. 21-1002498 with Best Best & Krieger LLP, for On-Call Legal Services in an amount as described in Recommendation D.
- B. Approve award of Contract No. 21-1002555 with Woodruff, Spradlin & Smart, A Professional Corporation, for On-Call Legal Services in an amount as described in Recommendation D.
- C. Approve award of Contract No. 21-1002553 with Kaplan Kirsch Rockwell LLP, for On-Call Legal Services in an amount as described in Recommendation D.
- D. Approve expending an amount not-to-exceed \$10,000,000 among Best Best & Krieger LLP (21-1002498), Woodruff, Spradlin & Smart, A Professional Corporation (21-1002555), and Kaplan Kirsch Rockwell LLP (21-1002553) over a five-year term, with two one-year options to extend, for a total not-to-exceed amount of \$10,000,000.

Background:

On December 2, 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) authorized the release of a Request for Proposals (RFP) for On-Call Legal Services. On December 2, 2020 RFP No. 21-1002498 was released and was sent electronically by PlanetBids to approximately 58 registered consultants and was downloaded by 19 consultants. In addition, the RFP was posted to SBCTA's website. The solicitation was issued in accordance with current SBCTA policies and procedures for Legal Services. Nine (9) proposals were received and the firms recommended by the Evaluation Committee for contract award are Best Best & Krieger LLP, Kaplan Kirsch Rockwell LLP, and Woodruff, Spradlin & Smart, A Professional Corporation. The selection panel viewed these firms as having a broad base of knowledge and resources as well as a firm understanding of current legal issues associated with project delivery. In addition, their fees were competitive relative to the other proposers. Table 1 includes the specific scopes of legal services that were requested and the firms who are recommended to provide those services.

Table 1

Category	Firm Name
Environmental Legal Services	Best Best & Krieger LLP
	Woodruff, Spradlin & Smart
Right-of-Way Legal Services	Best Best & Krieger LLP
	Woodruff, Spradlin & Smart
Construction Legal Services	Best Best & Krieger LLP
	Kaplan Kirsch Rockwell LLP
	Woodruff, Spradlin & Smart
Toll Operations Legal Services	Best Best & Krieger LLP
	Kaplan Kirsch Rockwell LLP

Summary of Evaluation Process:

Following the release of the RFP, Addendum No. 1 was issued on December 17, 2020 responding to questions received by the deadline. Addendum No. 2 was issued on January 4, 2021 responding to additional questions received. Addendum No. 3 was issued on January 5, 2021 clarifying which forms needed to be submitted with the proposals.

Nine (9) proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Analyst who found all nine (9) proposals to be responsive. The following is a summary of the events that transpired in the evaluation and selection process.

The proposals, a copy of the Score Sheets, and the Declaration of Impartiality and Confidentiality form were distributed to the committee members. The Evaluation Committee was comprised of SBCTA staff from Project Delivery and General Counsel.

Evaluators concluded their individual review of the proposals and convened on January 28, 2021 to review, discuss, and score each proposal according to the evaluation criteria, noting the strengths and weaknesses of each proposal. At the completion of discussions the committee members individually scored the proposals based on the following evaluation criteria; Qualifications, Related Experience and References – 30 points, Proposed Staffing and Project Organization – 30 points, Work Plan – 25 points, and Price – 15 points.

Based on scoring, the firms were ranked in order of technical merit, and a short-list was developed. The firms short-listed and invited to interview, listed in alphabetical order, were: Best Best & Krieger LLP, Kaplan Kirsch Rockwell LLP, Nossaman LLP and Woodruff, Spradlin & Smart.

Minor variances in the criteria scores were noted and discussed. The firms clearly demonstrated a thorough understanding of the scope of work and proposed overall solid teams. Since pricing was a factor in the score, two firms were asked to present a “Best and Final Offer” on their pricing, however, only one was found to have unique qualifications such that it warranted the slightly higher hourly fees. Evaluation forms, a full detail of scoring, and reference checks are located in the Contract Audit File.

Board of Directors Agenda Item

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As a result of the scoring, the Evaluation Committee recommends that contracts to perform the scope of work as outlined in the RFP, and described in Table 1, be awarded to Best Best & Krieger LLP, Woodruff, Spradlin & Smart, and Kaplan Kirsch Rockwell LLP.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 11, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contracts.

Responsible Staff:

Paula Beauchamp, Director of Project Delivery and Toll Operations

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

General Contract Information

Contract No: 21-1002498 Amendment No.: 0
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 00235 Vendor Name: Best Best & Krieger LLP
 Description: On-Call Legal Services
 List Any Related Contract Nos.: 21-1002553, 21-1002555

Dollar Amount					
Original Contract	\$	3,000,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	3,000,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)					\$ 3,000,000.00

Contract Authorization

Board of Directors Date: 04/07/2021 Board Item # 7516

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment
 Federal/State/Local Professional Services (Non-A&E)

Accounts Payable

Estimated Start Date: 04/15/2021 Expiration Date: 03/31/2026 Revised Expiration Date:

NHS: No QMP/QAP: No Prevailing Wage: No

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL							Various	3,000,000.00	-
GL								3,000,000.00	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Paula Beauchamp Paula Beauchamp
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Amount of \$10,000,000 split among three on-call contracts.

Attachment: CSS 21-1002498 BBK (7516 : On-Call Legal Contracts Award)

CONTRACT NO. 21-1002498**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****BEST BEST & KRIEGER LLP****FOR****ON-CALL LEGAL SERVICES FOR PROJECT DELIVERY**

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Best Best & Krieger LLP (“ATTORNEY”) whose address is: 3390 University Avenue, 5th Floor, Riverside, CA 92502. SBCTA and ATTORNEY are each a “Party” and collectively the “Parties”.

RECITALS:

- A.** SBCTA requires certain legal services as described in Exhibit A to this Contract; and
- B.** ATTORNEY has confirmed that ATTORNEY has the requisite personnel and experience and is fully capable and qualified to perform the legal services described; and
- C.** ATTORNEY desires to perform the legal services for the compensation and in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

ATTORNEY agrees to perform legal services set forth in Exhibit A, “Scope of Work”, (hereinafter referred to as “Work”), in accordance with professional standards which are generally accepted in the State of California, in accordance with the terms and conditions and in the sequence, time, and manner set forth in this Contract. The word “Work” includes without limitation the performance, fulfillment and discharge by ATTORNEY of all obligations, duties, tasks, and services imposed upon or assumed by ATTORNEY under this Contract, and the Work performed shall be completed to the satisfaction of SBCTA, with its satisfaction being based on prevailing standards in the industry.

ARTICLE 2. PERIOD OF PERFORMANCE

The Period of Performance by ATTORNEY under this Contract shall commence upon issuance of a written Notice to Proceed issued by SBCTA, unless agreed otherwise, and shall continue in full force

and effect through March 31, 2026.

SBCTA at its sole discretion may extend the original term of the Contract for two one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed March 31, 2028.

ARTICLE 3. COMPENSATION

- 3.1 The total Not-To-Exceed Amount is Ten Million Dollars (\$10,000,000) for Work to be provided under this Contract and Contract Numbers 21-1002555 and 21-1002553. SBCTA shall compensate ATTORNEY for Work performed pursuant to the rates set forth in Exhibit B, "Attorneys' Fees and Charges". The hourly rates identified in Exhibit B shall remain fixed for the term of this Contract and include ATTORNEY's direct labor costs, indirect costs, and profit subject to 3.2 below. All costs and expenses shall be reimbursed for the amounts identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B. Due to the uncertainties and variability of litigation strategies by opposing counsel, ATTORNEY does not agree that it can complete the litigation within the Not-To-Exceed-Amount. However, if the total cost of the litigation approaches the Not-To-Exceed figure, ATTORNEY will notify SBCTA so that SBCTA and ATTORNEY can prepare a written amendment to this Agreement increasing the Not-To-Exceed Amount.
- 3.2 Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Management, professional, and related" or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of March 2022, based on the December 2021 employment cost index, and shall be applied each March 1st for the term of the Contract based on the prior December employment cost index.
- 3.3 Total compensation to ATTORNEY for full and complete performance of Work, in compliance with all the terms and conditions of this Contract, payment by ATTORNEY of all obligations incurred in, or application to, ATTORNEY's performance of Work, and for which ATTORNEY shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), shall not exceed the amount set forth in 3.1 above.
- 3.4 Any services provided by ATTORNEY not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be ATTORNEY's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "Changes" provision in this Contract.

ARTICLE 4. PAYMENT

- 4.1 The compensation of ATTORNEY shall be payable forty-five (45) calendar days after receipt by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not

be construed to be an acceptance of Work.

- 4.2 ATTORNEY shall prepare all invoices in a form satisfactory to and approved by SBCTA and it shall be accompanied by documentation supporting each element of measurement and/or cost and specifically describing the nature of services performed. Block billing will not be accepted. ATTORNEY will not be entitled to compensation for services necessary to correct Work previously performed by ATTORNEY unless the corrective services are caused by inaccurate or deficient performance by SBCTA. Each invoice will be for a monthly billing period and will be marked with SBCTA's contract number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall request payment for Work (including additional Work authorized by SBCTA) completed by ATTORNEY during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to ATTORNEY. Any costs incurred by ATTORNEY in connection with the resubmission of a proper invoice shall be at ATTORNEY's sole expense.
- 4.3 No payment will be made prior to approval of any Work, nor shall any Work be performed prior to approval of this Contract by SBCTA's duly authorized representative.
- 4.4 ATTORNEY agrees to promptly pay each subcontractor for the satisfactory completion of all work performed under this Contract, no later than ten (10) calendar days from the receipt of payment from SBCTA. SBCTA reserves the right to request documentation from ATTORNEY showing payment has been made to its subcontractors.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, ATTORNEY shall pay when due, and the compensation set forth in Article 3 will be inclusive of, all (a) local, municipal, state, and federal sales and use taxes; (b) excise taxes; (c) taxes on personal property owned by ATTORNEY; and (d) all other governmental fees and taxes or charges of whatever nature applicable to ATTORNEY to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not allocated and available to SBCTA for the continuance of Work performed by ATTORNEY, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will immediately so notify ATTORNEY. Nothing herein shall relieve SBCTA from its obligation to compensate ATTORNEY for Work performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

- 7.1 ATTORNEY shall provide SBCTA and its authorized representatives or agents access to ATTORNEY's records which are directly related to this Contract for the purpose of inspection, auditing or copying. ATTORNEY shall maintain all records related to this

Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract, in which case ATTORNEY agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. ATTORNEY further agrees to maintain separate records for costs of work performed by amendment. ATTORNEY shall allow SBCTA or its representatives or agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that are performing work under this Contract.

- 7.2 The cost proposal for this Contract is subject to audit at any time. After ATTORNEY receives any audit recommendations the Cost Proposal shall be adjusted by ATTORNEY and approved by SBCTA's General Counsel to conform to the audit recommendations. ATTORNEY agrees that individual items of cost identified in the audit report may be incorporated into this Contract at SBCTA's sole discretion. Refusal by the ATTORNEY to incorporate the audit or post award recommendations will be considered a breach of the Contract terms and cause for termination of the Contract.

ARTICLE 8. RESPONSIBILITY OF ATTORNEY

ATTORNEY shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable Federal, state and local laws and regulations and other services furnished by ATTORNEY under the terms of this Contract.

ARTICLE 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A, "Scope of Work".

ARTICLE 10. CHANGES

- 10.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. ATTORNEY will be advised of any such changes by written notification from SBCTA describing the change.
- 10.2 Promptly after such written notification of change is given to ATTORNEY by SBCTA, ATTORNEY and SBCTA will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly.

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY/DRUG FREE WORKPLACE

- 11.1 During the term of this Contract, ATTORNEY shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex marital status, gender identity, ender expression, sexual orientation, age, or military and veteran status. ATTORNEY agrees to comply with the provisions of Federal Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and local

laws, regulations and policies relating to equal employment and contracting opportunities, including laws, regulations and policies hereafter enacted.

- 11.2 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.
- 11.3 ATTORNEY agrees to comply with the Drug Free Workplace Act of 1990 set forth in Government Code section 8350 et seq.

ARTICLE 12. CONFLICT OF INTEREST

ATTORNEY agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. ATTORNEY further agrees that in the performance of this Contract, no person having any such interest shall be employed. ATTORNEY is obligated to fully disclose to the SBCTA, in writing, of any conflict of interest issues as soon as they are known to ATTORNEY and to comply with SBCTA's Policy No. 10102 regarding disclosure.

ARTICLE 13. KEY PERSONNEL

Key personnel and their functions specified in Exhibit C, Key Personnel, are considered to be essential to Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Work, which are the responsibility of key personnel, to other personnel, ATTORNEY shall notify SBCTA's General Counsel reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the import on the Project. Diversion or reallocation of key personnel shall be subject to written approval by SBCTA's General Counsel. SBCTA's General Counsel also reserves the right to approve proposed substitutions for key personnel. In the event that SBCTA's General Counsel and ATTORNEY cannot agree as to the substitution of key personnel, SBCTA shall be entitled to terminate this Contract.

ARTICLE 14. REPRESENTATIONS

Services supplied by ATTORNEY under this Contract shall be supplied by personnel who are careful, skilled, experienced and competent and possess all necessary licenses and permits in their respective trades or professions.

ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 15.1 If, as a part of this Contract, ATTORNEY is required to produce materials, documents, data, or information ("Products"), then ATTORNEY, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.
- 15.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA medium furnished to ATTORNEY in the performance of this Contract will at all

times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of the Work being performed by ATTORNEY without the express written consent of SBCTA.

- 15.3 ATTORNEY shall not use SBCTA's name, photographs or Products in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 15.4 All press releases, or press inquiries relating to the Work or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be provided or handled only by SBCTA unless otherwise agreed to by ATTORNEY and SBCTA.
- 15.5 Except as reasonably necessary for the performance of Work, ATTORNEY agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SBCTA, any information obtained by ATTORNEY from or through SBCTA in connection with ATTORNEY's performance of Work under this Contract, unless (a) the information was known to ATTORNEY prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to ATTORNEY, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of ATTORNEY or its employees, agents, or subcontractors, or (c) the information was obtained by ATTORNEY from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to ATTORNEY's knowledge and belief, the right to disclose the same.
- 15.6 Intentionally Omitted

ARTICLE 16. TERMINATION

- 16.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to ATTORNEY specifying the date of termination. On the date of such termination stated in said notice, ATTORNEY shall promptly discontinue performance of Work and shall preserve work in progress and completed work ("Work"), pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 16.1.1 ATTORNEY shall deliver to SBCTA all deliverables prepared by ATTORNEY or its subcontractors or furnished to ATTORNEY by SBCTA. Upon such delivery, ATTORNEY may then invoice SBCTA for payment in accordance with the terms hereof.
- 16.1.2 If ATTORNEY has fully and completely performed all obligations under this Contract up to the date of termination, ATTORNEY shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Work satisfactorily executed to the date of termination.
- 16.1.3 ATTORNEY shall be entitled to receive the actual cost incurred by ATTORNEY to

turn over work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

16.2 Termination for Cause

16.2.1 In the event ATTORNEY shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against ATTORNEY or a receiver shall be appointed on account of its solvency, or if ATTORNEY shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to ATTORNEY; (b) stop any services of ATTORNEY or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to ATTORNEY specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of ATTORNEY shall not be considered to be a waiver of any subsequent default of ATTORNEY, nor be deemed to waive, amend, or modify any term of this Contract.

16.2.2 In the event of termination ATTORNEY shall deliver to SBCTA all finished and unfinished products prepared under this Contract by ATTORNEY or its subcontractors or furnished to ATTORNEY by SBCTA.

16.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall ATTORNEY be entitled to any prospective profits or any damages because of such termination.

ARTICLE 17. STOP WORK ORDER

Upon failure of ATTORNEY or its subcontractors to comply with any of the requirements of this Contract, SBCTA shall have the authority to stop any Work of ATTORNEY or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 16, "TERMINATION".

ARTICLE 18. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or time for ATTORNEY's claim unless expressly agreed to by SBCTA in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to ATTORNEY by SBCTA. No claim hereunder by ATTORNEY shall be allowed if asserted after final payment has been made under this Contract.

ARTICLE 19. INSURANCE

19.1 Prior to commencing the Work, subject to the provisions below titled “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, ATTORNEY and all sub-consultants of every tier performing any Work under this contract shall, at ATTORNEY’s and sub-consultant’s sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

19.2 Commercial General Liability:

- ATTORNEY shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA’s Risk Manager determines it is in SBCTA’s best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for ATTORNEY shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subconsultants’ and sub-subconsultants’ deductibles or self-insured retentions must be acceptable to SBCTA’s Risk Manager.

19.3 Commercial Auto:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the ATTORNEY services.
 - Combined Bodily Injury and Property Damage Liability insurance

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

19.4 Umbrella/Excess CGL:

If the ATTORNEY elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the ATTORNEY's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

19.5 Worker's Compensation/Employer's Liability:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by ATTORNEY or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for ATTORNEY shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of ATTORNEY and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

19.6 Professional Liability:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$9,000,000
- Coverage shall be appropriate for the ATTORNEY'S profession and provided services to include coverage for errors and omissions arising out of the ATTORNEY'S professional services, or services of any person employed by the ATTORNEY.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the ATTORNEY begins to perform Work under this Contract.
 - ATTORNEY shall secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion.

19.7 Cyber Liability:

In an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Vendor; but not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by ATTORNEY in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

19.8 Pollution Liability: Intentionally Omitted

19.9 Builder's Risk Insurance: Intentionally Omitted

19.10 Railroad Protective Liability Insurance: Intentionally Omitted

General Provisions

Qualifications of Insurance Carriers. All policies shall be written by insurance carriers shall be authorized and/or admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Professional Liability, Excess/Umbrella Liability and Contractor's Pollution Liability policies may be from non-admitted carriers provided they are authorized to conduct business in the state of California and meet the current A.M. Best rating of A: VIII or better.

Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as

additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the ATTORNEY under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, ATTORNEY shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, ATTORNEY shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. ATTORNEY will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to SBCTA’s Risk Manager. ATTORNEY will advise SBCTA in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due ATTORNEY. The policies shall not provide that any deductible, or other payment required under the policy can be paid only by the named insured, and not by an additional insured.

ATTORNEY’s and Subconsultants’ Insurance will be Primary. All policies required to be maintained by the ATTORNEY or any subconsultant with the exception of Professional Liability and Worker’s Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of ATTORNEY’s or subconsultants’ pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

Waiver of Subrogation Rights. To the fullest extent permitted by law, ATTORNEY hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, ATTORNEY shall require similar

written express waivers and insurance clauses from each of its subconsultants of every tier. ATTORNEY shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit ATTORNEY from waiving the right of subrogation prior to a loss or claim.

Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, ATTORNEY will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, ATTORNEY will provide SBCTA ten (10) days prior written notice. In any event, ATTORNEY will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which ATTORNEY receives within one business day after ATTORNEY receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

Enforcement. SBCTA may take any steps as are necessary to assure ATTORNEY's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the ATTORNEY fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the ATTORNEY or withhold such expense from amounts owed ATTORNEY, or terminate this Contract. The insurance required or provided shall in no way limit or relieve ATTORNEY of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve ATTORNEY for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve ATTORNEY, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

Subconsultant Insurance. Insurance required of the ATTORNEY shall be also provided by subconsultants or by ATTORNEY on behalf of all subconsultants to cover their services performed under this Contract. ATTORNEY may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. ATTORNEY shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

Higher limits. The Insurance obligations under this agreement shall be the greater of I- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available

to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 20. INDEMNITY

ATTORNEY shall defend, indemnify and hold harmless SBCTA and its authorized officers, employees, agents and volunteers, from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, any negligence, errors or omissions in the performance of this Contract by ATTORNEY, or ATTORNEY's agents, officers, or employees.

ATTORNEY's obligation to defend, indemnify, and hold SBCTA, its agents, officers and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in the Contract for ATTORNEY to procure and maintain a policy of insurance.

ARTICLE 21. ERRORS AND OMISSIONS

ATTORNEY shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. ATTORNEY may be liable for SBCTA's costs resulting from errors or deficiencies, fines, penalties and damages arising out of Work furnished under this Contract.

ARTICLE 22. OWNERSHIP OF DOCUMENTS

- 22.1 All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by ATTORNEY under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.
- 22.2 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3, Patent Rights under Government Contracts for federal-aid contracts).
- 22.3 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 23. SUBCONTRACTS

- 23.1 ATTORNEY shall not subcontract performance of all or any portion of Work under this Contract, except those subcontractors listed in the ATTORNEY's proposal, without first notifying SBCTA of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all subcontracts at any tier.
- 23.2 ATTORNEY agrees that any and all subcontractors of ATTORNEY will comply with the terms of this Contract applicable to the portion of Work performed by them. If requested by SBCTA, ATTORNEY shall furnish SBCTA a copy of the proposed subcontract for SBCTA General Counsel's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA approval shall not be unreasonably withheld.
- 23.3 Approval by SBCTA of any Work to be subcontracted and of the subcontractor to perform the Work will not relieve ATTORNEY of any responsibility or liability in regard to the acceptable and complete performance of the Work. Any substitution of subcontractors must be approved in writing by SBCTA's General Counsel.

ARTICLE 24. INDEPENDENT CONTRACTOR

ATTORNEY is and shall be at all times an independent contractor. Accordingly, all Work provided by ATTORNEY shall be done and performed by ATTORNEY under the sole supervision, direction and control of ATTORNEY. SBCTA shall rely on ATTORNEY for results only, and shall have no right at any time to direct or supervise ATTORNEY or ATTORNEY's employees in the performance of Work or as to the manner, means and methods by which Work are performed. All workers furnished by ATTORNEY pursuant to this Contract, and all representatives of ATTORNEY, shall be and remain the employees or agents of ATTORNEY or of ATTORNEY's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

ARTICLE 25. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

SBCTA has not set a project specific DBE goal for this project. SBCTA does encourage the use of small and DBE firms.

ARTICLE 26. STATEMENT OF COMPLIANCE

- 26.1 ATTORNEY's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that ATTORNEY has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2 California Code of Regulations (CCR) Section 8103.
- 26.2 During the performance of this Contract, ATTORNEY and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or use of family care leave. ATTORNEY and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. ATTORNEY and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2 CCR Sections 11005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. ATTORNEY and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

ARTICLE 27. DEBARMENT AND SUSPENSION CERTIFICATION

- 27.1 ATTORNEY's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that ATTORNEY has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to SBCTA.
- 27.2 Exception will not necessarily result in denial of recommendation for award, but will be considered in determining ATTORNEY responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- 27.3 Exceptions to the System for Award Management (SAM) maintained by the General Services Administration are to be determined by the Federal Highways Administration.

ARTICLE 28. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

ATTORNEY warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SBCTA employee. For breach or violation of this warranty, SBCTA shall have the right in its discretion: to terminate the Contract without liability; to pay only for the value of the Work actually performed; or to deduct from the Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE 29. PROHIBITION OF EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING

Intentionally Omitted

ARTICLE 30. EQUIPMENT PURCHASE

Intentionally Omitted

ARTICLE 31. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of this Contract.

ARTICLE 32. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California for San Bernardino County. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties agree to use their best efforts to obtain a change of venue to the Superior Court of California for San Bernardino County.

ARTICLE 33. FEDERAL, STATE AND LOCAL LAWS

ATTORNEY warrants that in the performance of this Contract, it shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations.

ARTICLE 34. CONTRACT DOCUMENTS/PRECEDENCE

- 34.1 The Contract consists of the Contract Articles, Exhibit A "Scope of Work", Exhibit B - "Attorneys' Fees and Charges", Exhibit C - "Key Personnel", Exhibit D - "Notice", SBCTA's Request for Proposals (if applicable), and ATTORNEY's proposal (if applicable), all of which are incorporated into of this Contract by this reference.
- 34.2 In the event of a conflict in the terms of the Contract documents, the following order of precedence shall apply: (1) the Contract Articles; (2) Exhibits A, B, C and D; (3) SBCTA's Request for Proposals (if applicable); and (4) ATTORNEY's Proposal (if applicable).
- 34.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, ATTORNEY shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's determination of a resolution of the conflict.

ARTICLE 35. COMMUNICATIONS AND NOTICES

Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made, or (b) upon delivery into the United States Mail if

delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Each such notice shall be sent to the respective Party at the address indicated in Exhibit D, "Notice", or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in writing.

ARTICLE 36. DISPUTES

- 36.1 In the event any dispute arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA within thirty (30) calendar days after ATTORNEY gives SBCTA written notice of the dispute, which shall include a particular statement of the grounds of the dispute. If ATTORNEY does not agree with the decision, then ATTORNEY shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SBCTA. If the Executive Director fails to resolve the dispute in a manner acceptable to ATTORNEY, then such appeal shall be decided by a court of competent jurisdiction.
- 36.2 During the pendency of efforts to resolve the dispute, ATTORNEY shall proceed with performance of this Contract with due diligence.

ARTICLE 37. GRATUITIES

ATTORNEY, its employees, agents, and representatives shall not offer or give to an officer, official, or employee of SBCTA, gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 38. REVIEW AND ACCEPTANCE

All Work performed by ATTORNEY shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review, or to discover defective work, shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by ATTORNEY shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

ARTICLE 39. SAFETY

ATTORNEY shall strictly comply with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to ATTORNEY's operations in the performance of Work.

ARTICLE 40. ASSIGNMENT

The expertise and experience of ATTORNEY are material considerations for this Contract. SBCTA has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on ATTORNEY under this Contract. In recognition of this interest, ATTORNEY shall not assign any right or obligation under this Contract 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 attempted or purported assignment without SBCTA's written consent shall be void and of no effect. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties hereto.

ARTICLE 41. AMENDMENTS

No change, modification or alteration of this Contract shall be binding unless expressed in writing duly executed by ATTORNEY and SBCTA. However, changes to the Contract to implement administrative changes such as approved changes in key personnel as provided in Exhibit C - "Key Personnel", may be made by administrative amendment signed by ATTORNEY and SBCTA's General Counsel or other duly authorized representative.

ARTICLE 42. CONTINGENT FEE

ATTORNEY warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ATTORNEY for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to annul this Contract without liability, pay only for the value of Work actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 43. FORCE MAJEURE

ATTORNEY shall not be in default under this Contract in the event that the Work provided/work performed by ATTORNEY are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, severe weather or other catastrophic events which are beyond the reasonable control of ATTORNEY and which ATTORNEY could not reasonably be expected to have prevented or controlled. Other catastrophic events do not include the financial inability of the ATTORNEY to perform or failure of the ATTORNEY to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of ATTORNEY.

ARTICLE 44. ENTIRE DOCUMENT

This Contract, Exhibits, and documents referenced in Article 34 constitute the sole and entire agreement between the Parties governing the Work, and supersedes any prior understandings, negotiations, agreements, arrangements and undertakings, written or oral, between the Parties respecting the subject matter herein. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract. It is the intent of the Parties that this Contract is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions. No representation, warranty, covenant, inducement or obligation not included in this Contract shall be binding.

ARTICLE 45. CONSTRUCTION OF CONTRACT

The language of this Contract will be construed in accordance with its fair meaning. This Contract shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof and shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Contract.

ARTICLE 46. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Contract. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

ARTICLE 47. HEADINGS

All paragraph headings throughout this Contract are for convenience of reference only.

ARTICLE 48. ORIGINALS AND COPIES

This Contract with the Exhibits attached may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.

ARTICLE 49. SEVERABILITY

If any portion of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

ARTICLE 50. WAIVER

Neither SBCTA's acceptance of, or payment for, any Work performed by ATTORNEY, nor any waiver by either Party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

ARTICLE 51. CLEAN AIR

ATTORNEY shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. ATTORNEY shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to the Federal Awarding Agency and the appropriate EPA Regional Office. ATTORNEY agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 52. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

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

DRAFT

Attachment: Draft Contract 21-1002498 On-Call Legal Services for Project Delivery - BBK (7516 : On-Call Legal Contracts Award)

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

BEST BEST & KRIEGER LLP

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Steven C. DeBaun
Partner

By: _____
Frank J. Navarro
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Juanda Lowder Daniel
Assistant General Counsel

DRAFT

Attachment: Draft Contract 21-1002498 On-Call Legal Services for Project Delivery - BBK (7516 : On-Call Legal Contracts Award)

EXHIBIT A – “SCOPE OF WORK”

DRAFT

Attachment: 21-1002498 (combined attachments for printing) (7516 : On-Call Legal Contracts Award)

EXHIBIT A – “SCOPE OF WORK”

Provide legal services on an as needed basis in support of SBCTA’s Project Delivery and Toll Operations Program. Such legal services shall include pre-litigation advice, representation in litigation and subject matter may relate to any project related tasks as requested by SBCTA staff and may pertain to environmental, Right-of-Way, construction, and toll operations topics.

Environmental legal services to be provided include, but are not limited to the following:

- Advise SBCTA on current environmental topics.
- Evaluate environmental issues as it pertains to CEQA or NEPA and regulatory requirements.
- Develop responses and provide input to finalize documents, permits, agreements, etc. that are necessary for environmental mitigation.

Right-of-Way legal services to be provided include, but are not limited to the following:

- Assist in negotiations to acquire property, including mediation.
- Coordinate with other Right-of-Way consultants, appraisers, engineers, etc.
- Assist in preparing offer packages made to owners of property being acquired for project implementation.
- Assist in preparing documentation to support Legal and Administrative settlements.
- Assist in preparing resolutions of necessity and supporting documents.
- Assist in preparing any studies, reports or documentation necessary to justify acquisitions.
- Prepare all pleadings and represent SBCTA through final resolution, whether by settlement, trial, or appeal in condemnation actions, inverse condemnation actions and any other litigation or proceedings (including administrative proceedings concerning relocation claims) relating to the acquisition of any property needed for project implementation.

Provide Construction Legal Services that include, but are not limited to:

- Advise on potential construction delay situations.
- Develop responses, or assist in developing responses to contractors.
- Provide analysis of situations, if needed coordinate with other contractors, engineers, etc.

Provide Toll Operations Legal Services that include, but are not limited to:

- Liability.
- Privacy Policy Requirement Updates.
- Industry-wide Legal Challenges.
- Emerging topics pertaining to any aspect of Toll Operations.
- Prepare all pleadings and represent SBCTA through final resolution, whether by settlement or trial.

EXHIBIT B – “ATTORNEYS’ FEES AND CHARGES”

DRAFT

Attachment: 21-1002498 (combined attachments for printing) (7516 : On-Call Legal Contracts Award)



**Price List – Attachment B for: RFP No. 21-1002498
(Time and Materials)**

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Steven DeBaun	Partner	Lead Contact & Toll Operations	\$ 375
Charity Schiller	Partner	Environmental	\$ 375
Scott Ditfurth	Partner	Construction & Toll Operations	\$ 375
Margaret Hosking	Partner	Right-of-Way	\$ 375
Mark Easter	Partner	Right-of-Way	\$ 375
Mary Beth Coburn	Partner	Construction	\$ 375
Haviva Shane	Of Counsel	Construction & Toll Operations	\$ 375
Andrew Skanchy	Of Counsel	Environmental	\$ 375
Associate	Associate		\$ 315
Paralegal, Clerk	Paralegal, Clerk		\$ 180
Litigation Analyst	Litigation Analyst		\$ 180
			\$
			\$
			\$

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Budget Amount
Not Applicable	\$ 0	\$ 0
	\$	\$
	\$	\$
	\$	\$
	\$	\$

Best Best & Krieger LLP

Proposer

Steven DeBaun

01/13/2021

Signature of Authorized Person

Date

Attachment: 21-1002498 (combined attachments for printing) (7516 : On-Call Legal Contracts Award)

EXHIBIT C – “KEY PERSONNEL”

Name	Title
Steven DeBaun	Partner
Charity Schiller	Partner
Scott Ditfurth	Partner
Margaret Hosking	Partner
Mark Easter	Partner
Mary Beth Coburn	Partner
Haviva Shane	Of Counsel
Andrew Skanchy	Of Counsel

DRAFT

Attachment: 21-1002498 (combined attachments for printing) (7516 : On-Call Legal Contracts Award)

EXHIBIT D – “NOTICE”

To ATTORNEY	To SBCTA
Best Best & Krieger LLP	San Bernardino County Transportation Authority
3390 University Avenue, 5 th Floor	1170 W. 3 rd Street, 2 nd Floor
Riverside, CA 92502	San Bernardino, CA 92410-1715
Attn: Steven DeBaun Email: steven.debaun@bbklaw.com	Attn: Paula Beauchamp Email: pbeauchamp@gosbcta
Phone: (951) 826-8201	Phone: (909) 884-8276

DRAFT

Attachment: 21-1002498 (combined attachments for printing) (7516 : On-Call Legal Contracts Award)

General Contract Information

Contract No: 21-1002555 Amendment No.: 0
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 02420 Vendor Name: Woodruff, Spradlin & Smart
 Description: On-Call Legal Services
 List Any Related Contract Nos.: 21-1002553, 21-1002498

Dollar Amount					
Original Contract	\$	6,000,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	6,000,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	6,000,000.00

Contract Authorization

Board of Directors Date: 04/07/2021 Board Item # 7516

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment
 Federal/State/Local Professional Services (Non-A&E)

Accounts Payable

Estimated Start Date: 04/15/2021 Expiration Date: 03/31/2026 Revised Expiration Date:

NHS: No QMP/QAP: No Prevailing Wage: No

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL							Various	6,000,000.00	-
GL								6,000,000.00	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Paula Beauchamp Paula Beauchamp
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Amount of \$10,000,000 split among three on-call contracts.

Attachment: CSS 21-1002555 WSS (7516 : On-Call Legal Contracts Award)

CONTRACT NO. 21-1002555**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****WOODRUFF, SPRADLIN & SMART, A Professional Corporation****FOR****ON-CALL LEGAL SERVICES FOR PROJECT DELIVERY**

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Woodruff, Spradlin & Smart, A Professional Corporation (“ATTORNEY”) whose address is: 555 Anton Boulevard, Suite 1200, Costa Mesa, CA 92626. SBCTA and ATTORNEY are each a “Party” and collectively the “Parties”.

RECITALS:

- A.** SBCTA requires certain legal services as described in Exhibit A to this Contract; and
- B.** ATTORNEY has confirmed that ATTORNEY has the requisite personnel and experience and is fully capable and qualified to perform the legal services described; and
- C.** ATTORNEY desires to perform the legal services for the compensation and in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

ATTORNEY agrees to perform legal services set forth in Exhibit A, “Scope of Work”, (hereinafter referred to as “Work”), in accordance with professional standards which are generally accepted in the State of California, in accordance with the terms and conditions and in the sequence, time, and manner set forth in this Contract. The word “Work” includes without limitation the performance, fulfillment and discharge by ATTORNEY of all obligations, duties, tasks, and services imposed upon or assumed by ATTORNEY under this Contract, and the Work performed shall be completed to the satisfaction of SBCTA, with its satisfaction being based on prevailing standards in the industry.

ARTICLE 2. PERIOD OF PERFORMANCE

The Period of Performance by ATTORNEY under this Contract shall commence upon issuance of a written Notice to Proceed issued by SBCTA, unless agreed otherwise, and shall continue in full force

and effect through March 31, 2026.

SBCTA at its sole discretion may extend the original term of the Contract for two one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed March 31, 2028.

ARTICLE 3. COMPENSATION

- 3.1 The total Not-To-Exceed Amount is Ten Million Dollars (\$10,000,000) for Work to be provided under this Contract and Contract Numbers 21-100498 and 21-1002553. SBCTA shall compensate ATTORNEY for Work performed pursuant to the rates set forth in Exhibit B, "Attorneys' Fees and Charges". The hourly rates identified in Exhibit B shall remain fixed for the term of this Contract and include ATTORNEY's direct labor costs, indirect costs, and profit subject to 3.2 below. All costs and expenses shall be reimbursed for the amounts identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B. Due to the uncertainties and variability of litigation strategies by opposing counsel, ATTORNEY does not agree that it can complete the litigation within the Not-To-Exceed-Amount. However, if the total cost of the litigation approaches the Not-To-Exceed figure, ATTORNEY will notify SBCTA so that SBCTA and ATTORNEY can prepare a written amendment to this Agreement increasing the Not-To-Exceed Amount.
- 3.2 Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Management, professional, and related" or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of March 2022, based on the December 2021 employment cost index, and shall be applied each March 1st for the term of the Contract based on the prior December employment cost index.
- 3.3 Total compensation to ATTORNEY for full and complete performance of Work, in compliance with all the terms and conditions of this Contract, payment by ATTORNEY of all obligations incurred in, or application to, ATTORNEY's performance of Work, and for which ATTORNEY shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), shall not exceed the amount set forth in 3.1 above.
- 3.4 Any services provided by ATTORNEY not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be ATTORNEY's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "Changes" provision in this Contract.

ARTICLE 4. PAYMENT

- 4.1 The compensation of ATTORNEY shall be payable forty-five (45) calendar days after receipt by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.

- 4.2 ATTORNEY shall prepare all invoices in a form satisfactory to and approved by SBCTA and it shall be accompanied by documentation supporting each element of measurement and/or cost and specifically describing the nature of services performed. Block billing will not be accepted. ATTORNEY will not be entitled to compensation for services necessary to correct Work previously performed by ATTORNEY unless the corrective services are caused by inaccurate or deficient performance by SBCTA. Each invoice will be for a monthly billing period and will be marked with SBCTA's contract number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall request payment for Work (including additional Work authorized by SBCTA) completed by ATTORNEY during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to ATTORNEY. Any costs incurred by ATTORNEY in connection with the resubmission of a proper invoice shall be at ATTORNEY's sole expense.
- 4.3 No payment will be made prior to approval of any Work, nor shall any Work be performed prior to approval of this Contract by SBCTA's duly authorized representative.
- 4.4 ATTORNEY agrees to promptly pay each subcontractor for the satisfactory completion of all work performed under this Contract, no later than ten (10) calendar days from the receipt of payment from SBCTA. SBCTA reserves the right to request documentation from ATTORNEY showing payment has been made to its subcontractors.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, ATTORNEY shall pay when due, and the compensation set forth in Article 3 will be inclusive of, all (a) local, municipal, state, and federal sales and use taxes; (b) excise taxes; (c) taxes on personal property owned by ATTORNEY; and (d) all other governmental fees and taxes or charges of whatever nature applicable to ATTORNEY to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not allocated and available to SBCTA for the continuance of Work performed by ATTORNEY, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will immediately so notify ATTORNEY. Nothing herein shall relieve SBCTA from its obligation to compensate ATTORNEY for Work performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

- 7.1 ATTORNEY shall provide SBCTA and its authorized representatives or agents access to ATTORNEY's records which are directly related to this Contract for the purpose of inspection, auditing or copying. ATTORNEY shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to

professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract, in which case ATTORNEY agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. ATTORNEY further agrees to maintain separate records for costs of work performed by amendment. ATTORNEY shall allow SBCTA or its representatives or agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that are performing work under this Contract.

- 7.2 The cost proposal for this Contract is subject to audit at any time. After ATTORNEY receives any audit recommendations the Cost Proposal shall be adjusted by ATTORNEY and approved by SBCTA's General Counsel to conform to the audit recommendations. ATTORNEY agrees that individual items of cost identified in the audit report may be incorporated into this Contract at SBCTA's sole discretion. Refusal by the ATTORNEY to incorporate the audit or post award recommendations will be considered a breach of the Contract terms and cause for termination of the Contract.

ARTICLE 8. RESPONSIBILITY OF ATTORNEY

ATTORNEY shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable Federal, state and local laws and regulations and other services furnished by ATTORNEY under the terms of this Contract.

ARTICLE 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A, "Scope of Work".

ARTICLE 10. CHANGES

- 10.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. ATTORNEY will be advised of any such changes by written notification from SBCTA describing the change.
- 10.2 Promptly after such written notification of change is given to ATTORNEY by SBCTA, ATTORNEY and SBCTA will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly.

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY/DRUG FREE WORKPLACE

- 11.1 During the term of this Contract, ATTORNEY shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex marital status, gender identity, ender expression, sexual orientation, age, or military and veteran status. ATTORNEY agrees to comply with the provisions of Federal Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and local laws, regulations and policies relating to equal employment and contracting opportunities,

including laws, regulations and policies hereafter enacted.

- 11.2 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.
- 11.3 ATTORNEY agrees to comply with the Drug Free Workplace Act of 1990 set forth in Government Code section 8350 et seq.

ARTICLE 12. CONFLICT OF INTEREST

ATTORNEY agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. ATTORNEY further agrees that in the performance of this Contract, no person having any such interest shall be employed. ATTORNEY is obligated to fully disclose to the SBCTA, in writing, of any conflict of interest issues as soon as they are known to ATTORNEY and to comply with SBCTA's Policy No. 10102 regarding disclosure.

ARTICLE 13. KEY PERSONNEL

Key personnel and their functions specified in Exhibit C, Key Personnel, are considered to be essential to Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Work, which are the responsibility of key personnel, to other personnel, ATTORNEY shall notify SBCTA's General Counsel reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the import on the Project. Diversion or reallocation of key personnel shall be subject to written approval by SBCTA's General Counsel. SBCTA's General Counsel also reserves the right to approve proposed substitutions for key personnel. In the event that SBCTA's General Counsel and ATTORNEY cannot agree as to the substitution of key personnel, SBCTA shall be entitled to terminate this Contract.

ARTICLE 14. REPRESENTATIONS

Services supplied by ATTORNEY under this Contract shall be supplied by personnel who are careful, skilled, experienced and competent and possess all necessary licenses and permits in their respective trades or professions.

ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 15.1 If, as a part of this Contract, ATTORNEY is required to produce materials, documents, data, or information ("Products"), then ATTORNEY, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.
- 15.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA medium furnished to ATTORNEY in the performance of this Contract will at all

times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of the Work being performed by ATTORNEY without the express written consent of SBCTA.

- 15.3 ATTORNEY shall not use SBCTA's name, photographs or Products in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 15.4 All press releases, or press inquiries relating to the Work or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be provided or handled only by SBCTA unless otherwise agreed to by ATTORNEY and SBCTA.
- 15.5 Except as reasonably necessary for the performance of Work, ATTORNEY agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SBCTA, any information obtained by ATTORNEY from or through SBCTA in connection with ATTORNEY's performance of Work under this Contract, unless (a) the information was known to ATTORNEY prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to ATTORNEY, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of ATTORNEY or its employees, agents, or subcontractors, or (c) the information was obtained by ATTORNEY from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to ATTORNEY's knowledge and belief, the right to disclose the same.
- 15.6 Intentionally Omitted

ARTICLE 16. TERMINATION

- 16.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to ATTORNEY specifying the date of termination. On the date of such termination stated in said notice, ATTORNEY shall promptly discontinue performance of Work and shall preserve work in progress and completed work ("Work"), pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 16.1.1 ATTORNEY shall deliver to SBCTA all deliverables prepared by ATTORNEY or its subcontractors or furnished to ATTORNEY by SBCTA. Upon such delivery, ATTORNEY may then invoice SBCTA for payment in accordance with the terms hereof.
- 16.1.2 If ATTORNEY has fully and completely performed all obligations under this Contract up to the date of termination, ATTORNEY shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Work satisfactorily executed to the date of termination.
- 16.1.3 ATTORNEY shall be entitled to receive the actual cost incurred by ATTORNEY to

turn over work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

16.2 Termination for Cause

16.2.1 In the event ATTORNEY shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against ATTORNEY or a receiver shall be appointed on account of its solvency, or if ATTORNEY shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to ATTORNEY; (b) stop any services of ATTORNEY or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to ATTORNEY specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of ATTORNEY shall not be considered to be a waiver of any subsequent default of ATTORNEY, nor be deemed to waive, amend, or modify any term of this Contract.

16.2.2 In the event of termination ATTORNEY shall deliver to SBCTA all finished and unfinished products prepared under this Contract by ATTORNEY or its subcontractors or furnished to ATTORNEY by SBCTA.

16.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall ATTORNEY be entitled to any prospective profits or any damages because of such termination.

ARTICLE 17. STOP WORK ORDER

Upon failure of ATTORNEY or its subcontractors to comply with any of the requirements of this Contract, SBCTA shall have the authority to stop any Work of ATTORNEY or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 16, "TERMINATION".

ARTICLE 18. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or time for ATTORNEY's claim unless expressly agreed to by SBCTA in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to ATTORNEY by SBCTA. No claim hereunder by ATTORNEY shall be allowed if asserted after final payment has been made under this Contract.

ARTICLE 19. INSURANCE

19.1 Prior to commencing the Work, subject to the provisions below titled “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, ATTORNEY and all sub-consultants of every tier performing any Work under this contract shall, at ATTORNEY’s and sub-consultant’s sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

19.2 Commercial General Liability:

- ATTORNEY shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA’s Risk Manager determines it is in SBCTA’s best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for ATTORNEY shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subconsultants’ and sub-subconsultants’ deductibles or self-insured retentions must be acceptable to SBCTA’s Risk Manager.

19.3 Commercial Auto:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
 - Such insurance shall cover liability arising out of any vehicle, including hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the ATTORNEY services.
 - Combined Bodily Injury and Property Damage Liability insurance
- The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

19.4 Umbrella/Excess CGL:

If the ATTORNEY elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the ATTORNEY's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

19.5 Worker's Compensation/Employer's Liability:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by ATTORNEY or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for ATTORNEY shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of ATTORNEY and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

19.6 Professional Liability:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$9,000,000
- Coverage shall be appropriate for the ATTORNEY’S profession and provided services to include coverage for errors and omissions arising out of the ATTORNEY’S professional services, or services of any person employed by the ATTORNEY.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the ATTORNEY begins to perform Work under this Contract.
 - ATTORNEY shall secure and maintain “tail” coverage for a minimum of three (3) years after Contract completion.

19.7 Cyber Liability:

In an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Vendor; but not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by ATTORNEY in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

19.8 Pollution Liability: Intentionally Omitted

19.9 Builder’s Risk Insurance: Intentionally Omitted

19.10 Railroad Protective Liability Insurance: Intentionally Omitted

General Provisions

Qualifications of Insurance Carriers. All policies shall be written by insurance carriers shall be authorized and/or admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Professional Liability, Excess/Umbrella Liability and Contractor’s Pollution Liability policies may be from non-admitted carriers provided they are authorized to conduct business in the state of California and meet the current A.M. Best rating of A: VIII or better.

Additional Insurance Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation

Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the ATTORNEY under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, ATTORNEY shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, ATTORNEY shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. ATTORNEY will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to SBCTA’s Risk Manager. ATTORNEY will advise SBCTA in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due ATTORNEY. The policies shall not provide that any deductible, or other payment required under the policy can be paid only by the named insured, and not by an additional insured.

ATTORNEY’s and Subconsultants’ Insurance will be Primary. All policies required to be maintained by the ATTORNEY or any subconsultant with the exception of Professional Liability and Worker’s Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of ATTORNEY’s or subconsultants’ pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

Waiver of Subrogation Rights. To the fullest extent permitted by law, ATTORNEY hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction

of the Project. To the fullest extent permitted by law, ATTORNEY shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. ATTORNEY shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit ATTORNEY from waiving the right of subrogation prior to a loss or claim.

Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, ATTORNEY will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, ATTORNEY will provide SBCTA ten (10) days prior written notice. In any event, ATTORNEY will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which ATTORNEY receives within one business day after ATTORNEY receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

Enforcement. SBCTA may take any steps as are necessary to assure ATTORNEY's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the ATTORNEY fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the ATTORNEY or withhold such expense from amounts owed ATTORNEY, or terminate this Contract. The insurance required or provided shall in no way limit or relieve ATTORNEY of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve ATTORNEY for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve ATTORNEY, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

Subconsultant Insurance. Insurance required of the ATTORNEY shall be also provided by subconsultants or by ATTORNEY on behalf of all subconsultants to cover their services performed under this Contract. ATTORNEY may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. ATTORNEY shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

Higher limits. The Insurance obligations under this agreement shall be the greater of I- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the

specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 20. INDEMNITY

ATTORNEY shall defend, indemnify and hold harmless SBCTA and its authorized officers, employees, agents and volunteers, from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, any negligence, errors or omissions in the performance of this Contract by ATTORNEY, or ATTORNEY's agents, officers, or employees.

ATTORNEY's obligation to defend, indemnify, and hold SBCTA, its agents, officers and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in the Contract for ATTORNEY to procure and maintain a policy of insurance.

ARTICLE 21. ERRORS AND OMISSIONS

ATTORNEY shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. ATTORNEY may be liable for SBCTA's costs resulting from errors or deficiencies, fines, penalties and damages arising out of Work furnished under this Contract.

ARTICLE 22. OWNERSHIP OF DOCUMENTS

- 22.1 All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by ATTORNEY under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.
- 22.2 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3, Patent Rights under Government Contracts for federal-aid contracts).
- 22.3 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 23. SUBCONTRACTS

- 23.1 ATTORNEY shall not subcontract performance of all or any portion of Work under this Contract, except those subcontractors listed in the ATTORNEY's proposal, without first notifying SBCTA of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all subcontracts at any tier.
- 23.2 ATTORNEY agrees that any and all subcontractors of ATTORNEY will comply with the terms of this Contract applicable to the portion of Work performed by them. If requested by SBCTA, ATTORNEY shall furnish SBCTA a copy of the proposed subcontract for SBCTA General Counsel's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA approval shall not be unreasonably withheld.
- 23.3 Approval by SBCTA of any Work to be subcontracted and of the subcontractor to perform the Work will not relieve ATTORNEY of any responsibility or liability in regard to the acceptable and complete performance of the Work. Any substitution of subcontractors must be approved in writing by SBCTA's General Counsel.

ARTICLE 24. INDEPENDENT CONTRACTOR

ATTORNEY is and shall be at all times an independent contractor. Accordingly, all Work provided by ATTORNEY shall be done and performed by ATTORNEY under the sole supervision, direction and control of ATTORNEY. SBCTA shall rely on ATTORNEY for results only, and shall have no right at any time to direct or supervise ATTORNEY or ATTORNEY's employees in the performance of Work or as to the manner, means and methods by which Work are performed. All workers furnished by ATTORNEY pursuant to this Contract, and all representatives of ATTORNEY, shall be and remain the employees or agents of ATTORNEY or of ATTORNEY's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

ARTICLE 25. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

SBCTA has not set a project specific DBE goal for this project. SBCTA does encourage the use of small and DBE firms.

ARTICLE 26. STATEMENT OF COMPLIANCE

- 26.1 ATTORNEY's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that ATTORNEY has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2 California Code of Regulations (CCR) Section 8103.
- 26.2 During the performance of this Contract, ATTORNEY and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or use of family care leave. ATTORNEY and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. ATTORNEY and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2 CCR Sections 11005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. ATTORNEY and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

ARTICLE 27. DEBARMENT AND SUSPENSION CERTIFICATION

- 27.1 ATTORNEY's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that ATTORNEY has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to SBCTA.
- 27.2 Exception will not necessarily result in denial of recommendation for award, but will be considered in determining ATTORNEY responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- 27.3 Exceptions to the System for Award Management (SAM) maintained by the General Services Administration are to be determined by the Federal Highways Administration.

ARTICLE 28. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

ATTORNEY warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SBCTA employee. For breach or violation of this warranty, SBCTA shall have the right in its discretion: to terminate the Contract without liability; to pay only for the value of the Work actually performed; or to deduct from the Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE 29. PROHIBITION OF EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING

Intentionally Omitted

ARTICLE 30. EQUIPMENT PURCHASE

Intentionally Omitted

ARTICLE 31. ATTORNEY’S FEES

If any legal action is instituted to enforce or declare any Party’s rights hereunder, each Party, including the prevailing party, must bear its own costs and attorneys’ fees. This Article shall not apply to those costs and attorneys’ fees directly arising from any third party legal action against a Party hereto and payable under the “Indemnity” provision of this Contract.

ARTICLE 32. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California for San Bernardino County. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties agree to use their best efforts to obtain a change of venue to the Superior Court of California for San Bernardino County.

ARTICLE 33. FEDERAL, STATE AND LOCAL LAWS

ATTORNEY warrants that in the performance of this Contract, it shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations.

ARTICLE 34. CONTRACT DOCUMENTS/PRECEDENCE

- 34.1 The Contract consists of the Contract Articles, Exhibit A “Scope of Work”, Exhibit B - “Attorneys’ Fees and Charges”, Exhibit C - “Key Personnel”, Exhibit D - “Notice”, SBCTA’s Request for Proposals (if applicable), and ATTORNEY’s proposal (if applicable), all of which are incorporated into of this Contract by this reference.
- 34.2 In the event of a conflict in the terms of the Contract documents, the following order of precedence shall apply: (1) the Contract Articles; (2) Exhibits A, B, C and D; (3) SBCTA’s Request for Proposals (if applicable); and (4) ATTORNEY’s Proposal (if applicable).
- 34.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, ATTORNEY shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA’s determination of a resolution of the conflict.

ARTICLE 35. COMMUNICATIONS AND NOTICES

Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made, or (b) upon delivery into the United States Mail if

delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Each such notice shall be sent to the respective Party at the address indicated in Exhibit D, "Notice", or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in writing.

ARTICLE 36. DISPUTES

- 36.1 In the event any dispute arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA within thirty (30) calendar days after ATTORNEY gives SBCTA written notice of the dispute, which shall include a particular statement of the grounds of the dispute. If ATTORNEY does not agree with the decision, then ATTORNEY shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SBCTA. If the Executive Director fails to resolve the dispute in a manner acceptable to ATTORNEY, then such appeal shall be decided by a court of competent jurisdiction.
- 36.2 During the pendency of efforts to resolve the dispute, ATTORNEY shall proceed with performance of this Contract with due diligence.

ARTICLE 37. GRATUITIES

ATTORNEY, its employees, agents, and representatives shall not offer or give to an officer, official, or employee of SBCTA, gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 38. REVIEW AND ACCEPTANCE

All Work performed by ATTORNEY shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review, or to discover defective work, shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by ATTORNEY shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

ARTICLE 39. SAFETY

ATTORNEY shall strictly comply with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to ATTORNEY's operations in the performance of Work.

ARTICLE 40. ASSIGNMENT

The expertise and experience of ATTORNEY are material considerations for this Contract. SBCTA has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on ATTORNEY under this Contract. In recognition of this interest, ATTORNEY shall not assign any right or obligation under this Contract 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 attempted or purported assignment without SBCTA's written consent shall be void and of no effect. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties hereto.

ARTICLE 41. AMENDMENTS

No change, modification or alteration of this Contract shall be binding unless expressed in writing duly executed by ATTORNEY and SBCTA. However, changes to the Contract to implement administrative changes such as approved changes in key personnel as provided in Exhibit C - "Key Personnel", may be made by administrative amendment signed by ATTORNEY and SBCTA's General Counsel or other duly authorized representative.

ARTICLE 42. CONTINGENT FEE

ATTORNEY warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ATTORNEY for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to annul this Contract without liability, pay only for the value of Work actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 43. FORCE MAJEURE

ATTORNEY shall not be in default under this Contract in the event that the Work provided/work performed by ATTORNEY are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, severe weather or other catastrophic events which are beyond the reasonable control of ATTORNEY and which ATTORNEY could not reasonably be expected to have prevented or controlled. Other catastrophic events do not include the financial inability of the ATTORNEY to perform or failure of the ATTORNEY to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of ATTORNEY.

ARTICLE 44. ENTIRE DOCUMENT

This Contract, Exhibits, and documents referenced in Article 34 constitute the sole and entire agreement between the Parties governing the Work, and supersedes any prior understandings, negotiations, agreements, arrangements and undertakings, written or oral, between the Parties respecting the subject matter herein. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract. It is the intent of the Parties that this Contract is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions. No representation, warranty, covenant, inducement or obligation not included in this Contract shall be binding.

ARTICLE 45. CONSTRUCTION OF CONTRACT

The language of this Contract will be construed in accordance with its fair meaning. This Contract shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof and shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Contract.

ARTICLE 46. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Contract. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

ARTICLE 47. HEADINGS

All paragraph headings throughout this Contract are for convenience of reference only.

ARTICLE 48. ORIGINALS AND COPIES

This Contract with the Exhibits attached may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.

ARTICLE 49. SEVERABILITY

If any portion of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

ARTICLE 50. WAIVER

Neither SBCTA's acceptance of, or payment for, any Work performed by ATTORNEY, nor any waiver by either Party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

ARTICLE 51. CLEAN AIR

ATTORNEY shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. ATTORNEY shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to the Federal Awarding Agency and the appropriate EPA Regional Office. ATTORNEY agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 52. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

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

DRAFT

Attachment: Draft Contract 21-1002555 On-Call Legal Services for Project Delivery - WSS (7516 : On-Call Legal Contracts Award)

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

**WOODRUFF, SPRADLIN & SMART, A
Professional Corporation**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
M. Lois Bobak
President

By: _____
Frank J. Navarro
President, Board of Director

Date: _____

Date: _____

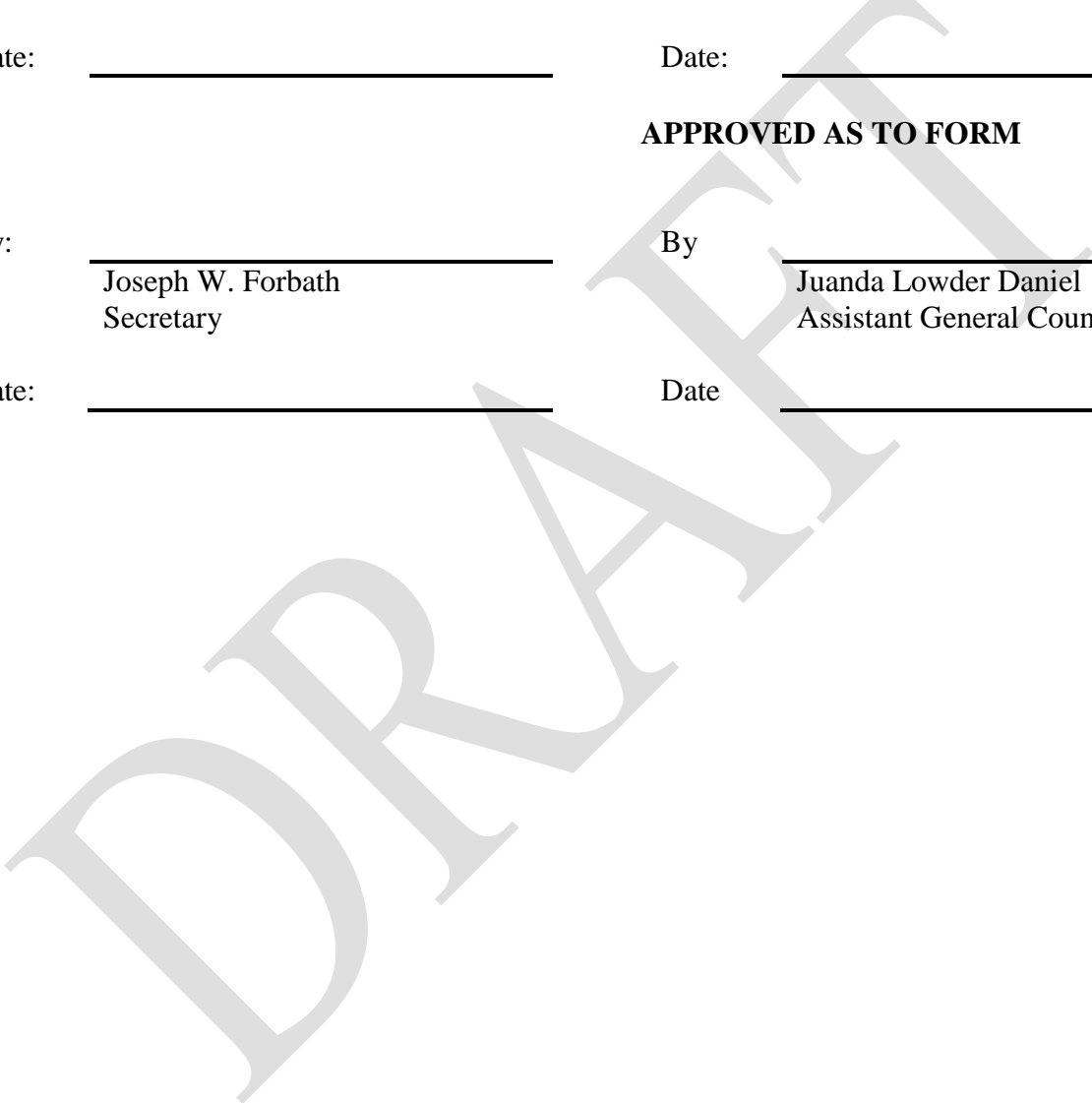
APPROVED AS TO FORM

By: _____
Joseph W. Forbath
Secretary

By: _____
Juanda Lowder Daniel
Assistant General Counsel

Date: _____

Date: _____



Attachment: Draft Contract 21-1002555 On-Call Legal Services for Project Delivery - WSS (7516 : On-Call Legal Contracts Award)

EXHIBIT A – “SCOPE OF WORK”

Attachment: 21-1002555 (combined attachments for printing) (7516 : On-Call Legal Contracts Award)

EXHIBIT A – “SCOPE OF WORK”

Provide legal services on an as needed basis in support of SBCTA’s Project Delivery and Toll Operations Program. Such legal services shall include pre-litigation advice, representation in litigation and subject matter may relate to any project related tasks as requested by SBCTA staff and may pertain to environmental, Right-of-Way, and construction.

Environmental legal services to be provided include, but are not limited to the following:

- Advise SBCTA on current environmental topics.
- Evaluate environmental issues as it pertains to CEQA or NEPA and regulatory requirements.
- Develop responses and provide input to finalize documents, permits, agreements, etc. that are necessary for environmental mitigation.

Right-of-Way legal services to be provided include, but are not limited to the following:

- Assist in negotiations to acquire property, including mediation.
- Coordinate with other Right-of-Way consultants, appraisers, engineers, etc.
- Assist in preparing offer packages made to owners of property being acquired for project implementation.
- Assist in preparing documentation to support Legal and Administrative settlements.
- Assist in preparing resolutions of necessity and supporting documents.
- Assist in preparing any studies, reports or documentation necessary to justify acquisitions.
- Prepare all pleadings and represent SBCTA through final resolution, whether by settlement, trial, or appeal in condemnation actions, inverse condemnation actions and any other litigation or proceedings (including administrative proceedings concerning relocation claims) relating to the acquisition of any property needed for project implementation.

Provide Construction Legal Services that include, but are not limited to:

- Advise on potential construction delay situations.
- Develop responses, or assist in developing responses to contractors.
- Provide analysis of situations, if needed coordinate with other contractors, engineers, etc.

EXHIBIT B – “ATTORNEYS’ FEES AND CHARGES”

Attachment: 21-1002555 (combined attachments for printing) (7516 : On-Call Legal Contracts Award)



**Price List – Attachment B for: RFP No. 21-1002498
(Time and Materials)**

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Craig G. Farrington	Attorney/Partner	Litigation, project planning, supervision	\$ 340
Alyson C. Suh	Attorney/Partner	Litigation, project planning, supervision	\$ 340
Michael L. D'Angelo	Attorney/Partner	Litigation	\$ 340
David DeBerry	Attorney/Partner	Environmental, litigation, project planning	\$ 340
Joseph W. Forbath	Attorney/Partner	Construction, litigation	\$ 340
Ricia R. Hager	Attorney/Partner	Environmental, litigation, project planning	\$ 340
Jason McEwen	Attorney/Partner	Litigation	\$ 340
Mark M. Monachino	Attorney/Partner	Litigation	\$ 340
Michael C. Valdez	Attorney/Partner	Litigation	\$ 340
Gary C. Weisberg	Attorney/Partner	Litigation	\$ 340
Lindsay C. Caro	Attorney/Associate	Litigation	\$ 330
Brian A. Moore	Attorney/Associate	Construction, litigation	\$ 330
Laura Morgan	Attorney/Associate	Litigation	\$ 330
Tina A. Sapounakis	Attorney/Associate	Litigation	\$ 330

*Continued on next page

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Budget Amount
Third parties (e.g. consultants, court reporters)	\$ At Firm's cost	\$
Computerized legal research	\$ At Firm's cost	\$
	\$	\$
	\$	\$
	\$	\$

Craig G. Farrington
Proposer

Signature of Authorized Person

January 13, 2021
Date

Attachment: 21-1002555 (combined attachments for printing) (7516 : On-Call Legal Contracts Award)

**Price List – Attachment B for: RFP No. 21-1002498
(Time and Materials)**

Page 2

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Stephanie L. Talavera	Attorney/Associate	Litigation	\$330
Elizabeth Valadez	Attorney/Associate	Litigation	\$330
Barry Fisher	Paralegal	Litigation support	\$190
Samantha Orozco	Paralegal	Litigation support	\$190

Attachment: 21-1002555 (combined attachments for printing) (7516 : On-Call Legal Contracts Award)

EXHIBIT C – “KEY PERSONNEL”

Name	Title
Craig G. Farrington	Attorney/Partner
Alyson C. Suh	Attorney/Partner
Michael L. D’Angelo	Attorney/Partner
David DeBerry	Attorney/Partner
Joseph W. Forbath	Attorney/Partner
Ricia R. Hager	Attorney/Partner
Jason McEwen	Attorney/Partner
Mark M. Monachino	Attorney/Partner
Michael C. Valdez	Attorney/Partner
Gary C. Weisberg	Attorney/Partner
Lindsay C. Caro	Attorney/Associate
Brian A. Moore	Attorney/Associate
Laura Morgan	Attorney/Associate
Tina A. Sapounakis	Attorney/Associate
Stephanie L. Talavera	Attorney/Associate
Elizabeth Valadez	Attorney/Associate
Barry Fisher	Paralegal
Samantha Orozco	Paralegal

EXHIBIT D – “NOTICE”

To ATTORNEY	To SBCTA
Woodruff, Spradlin & Smart	San Bernardino County Transportation Authority
555 Anton Boulevard, Suite 1200	1170 W. 3 rd Street, 2 nd Floor
Costa Mesa, CA 92626	San Bernardino, CA 92410-1715
Attn: Craig Farrington	Attn: Paula Beauchamp
Email: cfarrington@wss-law.com	Email: pbeauchamp@gosbcta.com
Phone: (714) 558-7000	Phone: (909) 884-8276

General Contract Information

Contract No: 21-1002553 Amendment No.: 0
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 01190 Vendor Name: Kaplan Kirsch Rockwell LLP
 Description: On-Call Legal Services
 List Any Related Contract Nos.: 21-1002555, 21-1002498

Dollar Amount					
Original Contract	\$	1,000,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	1,000,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	1,000,000.00

Contract Authorization

Board of Directors Date: 04/07/2021 Board Item # 7516

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment
 Federal/State/Local Professional Services (Non-A&E)

Accounts Payable

Estimated Start Date: 04/15/2021 Expiration Date: 03/31/2026 Revised Expiration Date:

NHS: No QMP/QAP: No Prevailing Wage: No

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL							Various	1,000,000.00	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Paula Beauchamp Paula Beauchamp
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Amount of \$10,000,000 split among three on-call contracts.

Attachment: CSS 21-1002553 KKR (7516 : On-Call Legal Contracts Award)

CONTRACT NO. 21-1002553**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****KAPLAN KIRSCH ROCKWELL LLP****FOR****ON-CALL LEGAL SERVICES FOR PROJECT DELIVERY**

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Kaplan Kirsch Rockwell LLP (“ATTORNEY”) whose address is: 1675 Broadway, Suite 2300, Denver, CO 80202. SBCTA and ATTORNEY are each a “Party” and collectively the “Parties”.

RECITALS:

- A.** SBCTA requires certain legal services as described in Exhibit A to this Contract; and
- B.** ATTORNEY has confirmed that ATTORNEY has the requisite personnel and experience and is fully capable and qualified to perform the legal services described; and
- C.** ATTORNEY desires to perform the legal services for the compensation and in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

ATTORNEY agrees to perform legal services set forth in Exhibit A, “Scope of Work”, (hereinafter referred to as “Work”), in accordance with professional standards which are generally accepted in the State of California, in accordance with the terms and conditions and in the sequence, time, and manner set forth in this Contract. The word “Work” includes without limitation the performance, fulfillment and discharge by ATTORNEY of all obligations, duties, tasks, and services imposed upon or assumed by ATTORNEY under this Contract, and the Work performed shall be completed to the satisfaction of SBCTA, with its satisfaction being based on prevailing standards in the industry.

ARTICLE 2. PERIOD OF PERFORMANCE

The Period of Performance by ATTORNEY under this Contract shall commence upon issuance of a written Notice to Proceed issued by SBCTA, unless agreed otherwise, and shall continue in full force

and effect through March 31, 2026.

SBCTA at its sole discretion may extend the original term of the Contract for two one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed March 31, 2028.

ARTICLE 3. COMPENSATION

- 3.1 The total Not-To-Exceed Amount is Ten Million Dollars (\$10,000,000) for Work to be provided under this Contract and Contract Numbers 21-1002498 and 21-1002555. SBCTA shall compensate ATTORNEY for Work performed pursuant to the rates set forth in Exhibit B, "Attorneys' Fees and Charges". The hourly rates identified in Exhibit B shall remain fixed for the term of this Contract and include ATTORNEY's direct labor costs, indirect costs, and profit subject to 3.2 below. All costs and expenses shall be reimbursed for the amounts identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B. Due to the uncertainties and variability of litigation strategies by opposing counsel, ATTORNEY does not agree that it can complete the litigation within the Not-To-Exceed-Amount. However, if the total cost of the litigation approaches the Not-To-Exceed figure, ATTORNEY will notify SBCTA so that SBCTA and ATTORNEY can prepare a written amendment to this Agreement increasing the Not-To-Exceed Amount.
- 3.2 Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Management, professional, and related" or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of March 2022, based on the December 2021 employment cost index, and shall be applied each March 1st for the term of the Contract based on the prior December employment cost index.
- 3.3 Total compensation to ATTORNEY for full and complete performance of Work, in compliance with all the terms and conditions of this Contract, payment by ATTORNEY of all obligations incurred in, or application to, ATTORNEY's performance of Work, and for which ATTORNEY shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), shall not exceed the amount set forth in 3.1 above.
- 3.4 Any services provided by ATTORNEY not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be ATTORNEY's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "Changes" provision in this Contract.

ARTICLE 4. PAYMENT

- 4.1 The compensation of ATTORNEY shall be payable forty-five (45) calendar days after receipt by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not

be construed to be an acceptance of Work.

- 4.2 ATTORNEY shall prepare all invoices in a form satisfactory to and approved by SBCTA and it shall be accompanied by documentation supporting each element of measurement and/or cost and specifically describing the nature of services performed. Block billing will not be accepted. ATTORNEY will not be entitled to compensation for services necessary to correct Work previously performed by ATTORNEY unless the corrective services are caused by inaccurate or deficient performance by SBCTA. Each invoice will be for a monthly billing period and will be marked with SBCTA's contract number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall request payment for Work (including additional Work authorized by SBCTA) completed by ATTORNEY during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to ATTORNEY. Any costs incurred by ATTORNEY in connection with the resubmission of a proper invoice shall be at ATTORNEY's sole expense.
- 4.3 No payment will be made prior to approval of any Work, nor shall any Work be performed prior to approval of this Contract by SBCTA's duly authorized representative.
- 4.4 ATTORNEY agrees to promptly pay each subcontractor for the satisfactory completion of all work performed under this Contract, no later than ten (10) calendar days from the receipt of payment from SBCTA. SBCTA reserves the right to request documentation from ATTORNEY showing payment has been made to its subcontractors.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, ATTORNEY shall pay when due, and the compensation set forth in Article 3 will be inclusive of, all (a) local, municipal, state, and federal sales and use taxes; (b) excise taxes; (c) taxes on personal property owned by ATTORNEY; and (d) all other governmental fees and taxes or charges of whatever nature applicable to ATTORNEY to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not allocated and available to SBCTA for the continuance of Work performed by ATTORNEY, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will immediately so notify ATTORNEY. Nothing herein shall relieve SBCTA from its obligation to compensate ATTORNEY for Work performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

- 7.1 ATTORNEY shall provide SBCTA and its authorized representatives or agents access to ATTORNEY's records which are directly related to this Contract for the purpose of inspection, auditing or copying. ATTORNEY shall maintain all records related to this

Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract, in which case ATTORNEY agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. ATTORNEY further agrees to maintain separate records for costs of work performed by amendment. ATTORNEY shall allow SBCTA or its representatives or agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that are performing work under this Contract.

- 7.2 The cost proposal for this Contract is subject to audit at any time. After ATTORNEY receives any audit recommendations the Cost Proposal shall be adjusted by ATTORNEY and approved by SBCTA's General Counsel to conform to the audit recommendations. ATTORNEY agrees that individual items of cost identified in the audit report may be incorporated into this Contract at SBCTA's sole discretion. Refusal by the ATTORNEY to incorporate the audit or post award recommendations will be considered a breach of the Contract terms and cause for termination of the Contract.

ARTICLE 8. RESPONSIBILITY OF ATTORNEY

ATTORNEY shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable Federal, state and local laws and regulations and other services furnished by ATTORNEY under the terms of this Contract.

ARTICLE 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A, "Scope of Work".

ARTICLE 10. CHANGES

- 10.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. ATTORNEY will be advised of any such changes by written notification from SBCTA describing the change.
- 10.2 Promptly after such written notification of change is given to ATTORNEY by SBCTA, ATTORNEY and SBCTA will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly.

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY/DRUG FREE WORKPLACE

- 11.1 During the term of this Contract, ATTORNEY shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex marital status, gender identity, ender expression, sexual orientation, age, or military and veteran status. ATTORNEY agrees to comply with the provisions of Federal Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and local

laws, regulations and policies relating to equal employment and contracting opportunities, including laws, regulations and policies hereafter enacted.

- 11.2 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.
- 11.3 ATTORNEY agrees to comply with the Drug Free Workplace Act of 1990 set forth in Government Code section 8350 et seq.

ARTICLE 12. CONFLICT OF INTEREST

ATTORNEY agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. ATTORNEY further agrees that in the performance of this Contract, no person having any such interest shall be employed. ATTORNEY is obligated to fully disclose to the SBCTA, in writing, of any conflict of interest issues as soon as they are known to ATTORNEY and to comply with SBCTA's Policy No. 10102 regarding disclosure.

ARTICLE 13. KEY PERSONNEL

Key personnel and their functions specified in Exhibit C, Key Personnel, are considered to be essential to Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Work, which are the responsibility of key personnel, to other personnel, ATTORNEY shall notify SBCTA's General Counsel reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the import on the Project. Diversion or reallocation of key personnel shall be subject to written approval by SBCTA's General Counsel. SBCTA's General Counsel also reserves the right to approve proposed substitutions for key personnel. In the event that SBCTA's General Counsel and ATTORNEY cannot agree as to the substitution of key personnel, SBCTA shall be entitled to terminate this Contract.

ARTICLE 14. REPRESENTATIONS

Services supplied by ATTORNEY under this Contract shall be supplied by personnel who are careful, skilled, experienced and competent and possess all necessary licenses and permits in their respective trades or professions.

ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 15.1 If, as a part of this Contract, ATTORNEY is required to produce materials, documents, data, or information ("Products"), then ATTORNEY, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.

- 15.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA medium furnished to ATTORNEY in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of the Work being performed by ATTORNEY without the express written consent of SBCTA.
- 15.3 ATTORNEY shall not use SBCTA's name, photographs or Products in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 15.4 All press releases, or press inquiries relating to the Work or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be provided or handled only by SBCTA unless otherwise agreed to by ATTORNEY and SBCTA.
- 15.5 Except as reasonably necessary for the performance of Work, ATTORNEY agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SBCTA, any information obtained by ATTORNEY from or through SBCTA in connection with ATTORNEY's performance of Work under this Contract, unless (a) the information was known to ATTORNEY prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to ATTORNEY, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of ATTORNEY or its employees, agents, or subcontractors, or (c) the information was obtained by ATTORNEY from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to ATTORNEY's knowledge and belief, the right to disclose the same.
- 15.6 Intentionally Omitted

ARTICLE 16. TERMINATION

- 16.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to ATTORNEY specifying the date of termination. On the date of such termination stated in said notice, ATTORNEY shall promptly discontinue performance of Work and shall preserve work in progress and completed work ("Work"), pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 16.1.1 ATTORNEY shall deliver to SBCTA all deliverables prepared by ATTORNEY or its subcontractors or furnished to ATTORNEY by SBCTA. Upon such delivery, ATTORNEY may then invoice SBCTA for payment in accordance with the terms hereof.
- 16.1.2 If ATTORNEY has fully and completely performed all obligations under this Contract up to the date of termination, ATTORNEY shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Work satisfactorily executed to the date of termination.

16.1.3 ATTORNEY shall be entitled to receive the actual cost incurred by ATTORNEY to turn over work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

16.2 Termination for Cause

16.2.1 In the event ATTORNEY shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against ATTORNEY or a receiver shall be appointed on account of its solvency, or if ATTORNEY shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to ATTORNEY; (b) stop any services of ATTORNEY or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to ATTORNEY specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of ATTORNEY shall not be considered to be a waiver of any subsequent default of ATTORNEY, nor be deemed to waive, amend, or modify any term of this Contract.

16.2.2 In the event of termination ATTORNEY shall deliver to SBCTA all finished and unfinished products prepared under this Contract by ATTORNEY or its subcontractors or furnished to ATTORNEY by SBCTA.

16.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall ATTORNEY be entitled to any prospective profits or any damages because of such termination.

ARTICLE 17. STOP WORK ORDER

Upon failure of ATTORNEY or its subcontractors to comply with any of the requirements of this Contract, SBCTA shall have the authority to stop any Work of ATTORNEY or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 16, "TERMINATION".

ARTICLE 18. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or time for ATTORNEY's claim unless expressly agreed to by SBCTA in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to ATTORNEY by SBCTA. No claim hereunder by ATTORNEY shall be allowed if asserted after final payment has been made under this Contract.

ARTICLE 19. INSURANCE

19.1 Prior to commencing the Work, subject to the provisions below titled “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, ATTORNEY and all sub-consultants of every tier performing any Work under this contract shall, at ATTORNEY’s and sub-consultant’s sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

19.2 Commercial General Liability:

- ATTORNEY shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA’s Risk Manager determines it is in SBCTA’s best interests to require such coverage,
 - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for ATTORNEY shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subconsultants’ and sub-subconsultants’ deductibles or self-insured retentions must be acceptable to SBCTA’s Risk Manager.

19.3 Commercial Auto:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the ATTORNEY services.
 - Combined Bodily Injury and Property Damage Liability insurance

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

19.4 Umbrella/Excess CGL:

If the ATTORNEY elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the ATTORNEY's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

19.5 Worker's Compensation/Employer's Liability:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by ATTORNEY or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for ATTORNEY shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of ATTORNEY and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

19.6 Professional Liability:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$9,000,000
- Coverage shall be appropriate for the ATTORNEY’S profession and provided services to include coverage for errors and omissions arising out of the ATTORNEY’S professional services, or services of any person employed by the ATTORNEY.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the ATTORNEY begins to perform Work under this Contract.
 - ATTORNEY shall secure and maintain “tail” coverage for a minimum of three (3) years after Contract completion.

19.7 Cyber Liability:

In an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Vendor; but not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by ATTORNEY in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

19.8 Pollution Liability: Intentionally Omitted

19.9 Builder’s Risk Insurance: Intentionally Omitted

19.10 Railroad Protective Liability Insurance: Intentionally Omitted

General Provisions

Qualifications of Insurance Carriers. All policies shall be written by insurance carriers shall be authorized and/or admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Professional Liability, Excess/Umbrella Liability and Contractor’s Pollution Liability policies may be from non-admitted carriers provided they are authorized to conduct business in the state of California and meet the current A.M. Best rating of A: VIII or better.

Additional Insurance Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as

additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the ATTORNEY under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, ATTORNEY shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, ATTORNEY shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. ATTORNEY will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to SBCTA’s Risk Manager. ATTORNEY will advise SBCTA in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due ATTORNEY. The policies shall not provide that any deductible, or other payment required under the policy can be paid only by the named insured, and not by an additional insured.

ATTORNEY’s and Subconsultants’ Insurance will be Primary. All policies required to be maintained by the ATTORNEY or any subconsultant with the exception of Professional Liability and Worker’s Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of ATTORNEY’s or subconsultants’ pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

Waiver of Subrogation Rights. To the fullest extent permitted by law, ATTORNEY hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, ATTORNEY shall require similar

written express waivers and insurance clauses from each of its subconsultants of every tier. ATTORNEY shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit ATTORNEY from waiving the right of subrogation prior to a loss or claim.

Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, ATTORNEY will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, ATTORNEY will provide SBCTA ten (10) days prior written notice. In any event, ATTORNEY will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which ATTORNEY receives within one business day after ATTORNEY receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

Enforcement. SBCTA may take any steps as are necessary to assure ATTORNEY's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the ATTORNEY fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the ATTORNEY or withhold such expense from amounts owed ATTORNEY, or terminate this Contract. The insurance required or provided shall in no way limit or relieve ATTORNEY of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve ATTORNEY for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve ATTORNEY, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

Subconsultant Insurance. Insurance required of the ATTORNEY shall be also provided by subconsultants or by ATTORNEY on behalf of all subconsultants to cover their services performed under this Contract. ATTORNEY may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. ATTORNEY shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

Higher limits. The Insurance obligations under this agreement shall be the greater of I- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available

to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 20. INDEMNITY

ATTORNEY shall defend, indemnify and hold harmless SBCTA and its authorized officers, employees, agents and volunteers, from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, any negligence, errors or omissions in the performance of this Contract by ATTORNEY, or ATTORNEY's agents, officers, or employees.

ATTORNEY's obligation to defend, indemnify, and hold SBCTA, its agents, officers and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in the Contract for ATTORNEY to procure and maintain a policy of insurance.

ARTICLE 21. ERRORS AND OMISSIONS

ATTORNEY shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. ATTORNEY may be liable for SBCTA's costs resulting from errors or deficiencies, fines, penalties and damages arising out of Work furnished under this Contract.

ARTICLE 22. OWNERSHIP OF DOCUMENTS

- 22.1 All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by ATTORNEY under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.
- 22.2 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3, Patent Rights under Government Contracts for federal-aid contracts).
- 22.3 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 23. SUBCONTRACTS

- 23.1 ATTORNEY shall not subcontract performance of all or any portion of Work under this Contract, except those subcontractors listed in the ATTORNEY's proposal, without first notifying SBCTA of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all subcontracts at any tier.
- 23.2 ATTORNEY agrees that any and all subcontractors of ATTORNEY will comply with the terms of this Contract applicable to the portion of Work performed by them. If requested by SBCTA, ATTORNEY shall furnish SBCTA a copy of the proposed subcontract for SBCTA General Counsel's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA approval shall not be unreasonably withheld.
- 23.3 Approval by SBCTA of any Work to be subcontracted and of the subcontractor to perform the Work will not relieve ATTORNEY of any responsibility or liability in regard to the acceptable and complete performance of the Work. Any substitution of subcontractors must be approved in writing by SBCTA's General Counsel.

ARTICLE 24. INDEPENDENT CONTRACTOR

ATTORNEY is and shall be at all times an independent contractor. Accordingly, all Work provided by ATTORNEY shall be done and performed by ATTORNEY under the sole supervision, direction and control of ATTORNEY. SBCTA shall rely on ATTORNEY for results only, and shall have no right at any time to direct or supervise ATTORNEY or ATTORNEY's employees in the performance of Work or as to the manner, means and methods by which Work are performed. All workers furnished by ATTORNEY pursuant to this Contract, and all representatives of ATTORNEY, shall be and remain the employees or agents of ATTORNEY or of ATTORNEY's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

ARTICLE 25. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

SBCTA has not set a project specific DBE goal for this project. SBCTA does encourage the use of small and DBE firms.

ARTICLE 26. STATEMENT OF COMPLIANCE

- 26.1 ATTORNEY's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that ATTORNEY has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2 California Code of Regulations (CCR) Section 8103.
- 26.2 During the performance of this Contract, ATTORNEY and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or use of family care leave. ATTORNEY and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. ATTORNEY and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2 CCR Sections 11005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. ATTORNEY and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

ARTICLE 27. DEBARMENT AND SUSPENSION CERTIFICATION

- 27.1 ATTORNEY's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that ATTORNEY has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to SBCTA.
- 27.2 Exception will not necessarily result in denial of recommendation for award, but will be considered in determining ATTORNEY responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- 27.3 Exceptions to the System for Award Management (SAM) maintained by the General Services Administration are to be determined by the Federal Highways Administration.

ARTICLE 28. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

ATTORNEY warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SBCTA employee. For breach or violation of this warranty, SBCTA shall have the right in its discretion: to terminate the Contract without liability; to pay only for the value of the Work actually performed; or to deduct from the Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE 29. PROHIBITION OF EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING

Intentionally Omitted

ARTICLE 30. EQUIPMENT PURCHASE

Intentionally Omitted

ARTICLE 31. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of this Contract.

ARTICLE 32. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California for San Bernardino County. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties agree to use their best efforts to obtain a change of venue to the Superior Court of California for San Bernardino County.

ARTICLE 33. FEDERAL, STATE AND LOCAL LAWS

ATTORNEY warrants that in the performance of this Contract, it shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations.

ARTICLE 34. CONTRACT DOCUMENTS/PRECEDENCE

- 34.1 The Contract consists of the Contract Articles, Exhibit A "Scope of Work", Exhibit B - "Attorneys' Fees and Charges", Exhibit C - "Key Personnel", Exhibit D - "Notice", SBCTA's Request for Proposals (if applicable), and ATTORNEY's proposal (if applicable), all of which are incorporated into of this Contract by this reference.
- 34.2 In the event of a conflict in the terms of the Contract documents, the following order of precedence shall apply: (1) the Contract Articles; (2) Exhibits A, B, C and D; (3) SBCTA's Request for Proposals (if applicable); and (4) ATTORNEY's Proposal (if applicable).
- 34.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, ATTORNEY shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's determination of a resolution of the conflict.

ARTICLE 35. COMMUNICATIONS AND NOTICES

Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made, or (b) upon delivery into the United States Mail if

delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Each such notice shall be sent to the respective Party at the address indicated in Exhibit D, "Notice", or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in writing.

ARTICLE 36. DISPUTES

- 36.1 In the event any dispute arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA within thirty (30) calendar days after ATTORNEY gives SBCTA written notice of the dispute, which shall include a particular statement of the grounds of the dispute. If ATTORNEY does not agree with the decision, then ATTORNEY shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SBCTA. If the Executive Director fails to resolve the dispute in a manner acceptable to ATTORNEY, then such appeal shall be decided by a court of competent jurisdiction.
- 36.2 During the pendency of efforts to resolve the dispute, ATTORNEY shall proceed with performance of this Contract with due diligence.

ARTICLE 37. GRATUITIES

ATTORNEY, its employees, agents, and representatives shall not offer or give to an officer, official, or employee of SBCTA, gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 38. REVIEW AND ACCEPTANCE

All Work performed by ATTORNEY shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review, or to discover defective work, shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by ATTORNEY shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

ARTICLE 39. SAFETY

ATTORNEY shall strictly comply with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to ATTORNEY's operations in the performance of Work.

ARTICLE 40. ASSIGNMENT

The expertise and experience of ATTORNEY are material considerations for this Contract. SBCTA has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on ATTORNEY under this Contract. In recognition of this interest, ATTORNEY shall not assign any right or obligation under this Contract 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 attempted or purported assignment without SBCTA's written consent shall be void and of no effect. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties hereto.

ARTICLE 41. AMENDMENTS

No change, modification or alteration of this Contract shall be binding unless expressed in writing duly executed by ATTORNEY and SBCTA. However, changes to the Contract to implement administrative changes such as approved changes in key personnel as provided in Exhibit C - "Key Personnel", may be made by administrative amendment signed by ATTORNEY and SBCTA's General Counsel or other duly authorized representative.

ARTICLE 42. CONTINGENT FEE

ATTORNEY warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ATTORNEY for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to annul this Contract without liability, pay only for the value of Work actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 43. FORCE MAJEURE

ATTORNEY shall not be in default under this Contract in the event that the Work provided/work performed by ATTORNEY are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, severe weather or other catastrophic events which are beyond the reasonable control of ATTORNEY and which ATTORNEY could not reasonably be expected to have prevented or controlled. Other catastrophic events do not include the financial inability of the ATTORNEY to perform or failure of the ATTORNEY to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of ATTORNEY.

ARTICLE 44. ENTIRE DOCUMENT

This Contract, Exhibits, and documents referenced in Article 34 constitute the sole and entire agreement between the Parties governing the Work, and supersedes any prior understandings, negotiations, agreements, arrangements and undertakings, written or oral, between the Parties respecting the subject matter herein. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract. It is the intent of the Parties that this Contract is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions. No representation, warranty, covenant, inducement or obligation not included in this Contract shall be binding.

ARTICLE 45. CONSTRUCTION OF CONTRACT

The language of this Contract will be construed in accordance with its fair meaning. This Contract shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof and shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Contract.

ARTICLE 46. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Contract. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

ARTICLE 47. HEADINGS

All paragraph headings throughout this Contract are for convenience of reference only.

ARTICLE 48. ORIGINALS AND COPIES

This Contract with the Exhibits attached may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.

ARTICLE 49. SEVERABILITY

If any portion of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

ARTICLE 50. WAIVER

Neither SBCTA's acceptance of, or payment for, any Work performed by ATTORNEY, nor any waiver by either Party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

ARTICLE 51. CLEAN AIR

ATTORNEY shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. ATTORNEY shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to the Federal Awarding Agency and the appropriate EPA Regional Office. ATTORNEY agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 52. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

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

DRAFT

Attachment: Draft Contract 21-1002553 On-Call Legal Services for Project Delivery - KKR (7516 : On-Call Legal Contracts Award)

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

KAPLAN KIRSCH ROCKWELL LLP

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Brent E. Butzin
Partner

By: _____
Frank J. Navarro
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Juanda Lowder Daniel
Assistant General Counsel

DRAFT

Attachment: Draft Contract 21-1002553 On-Call Legal Services for Project Delivery - KKR (7516 : On-Call Legal Contracts Award)

EXHIBIT A – “SCOPE OF WORK”

DRAFT

Attachment: 21-1002553 (combined attachments for printing) (7516 : On-Call Legal Contracts Award)

EXHIBIT A – “SCOPE OF WORK”

Provide legal services on an as needed basis in support of SBCTA’s Project Delivery and Toll Operations Program. Such legal services shall include pre-litigation advice, representation in litigation and subject matter may relate to any project related tasks as requested by SBCTA staff and may pertain to construction and toll operations topics.

Provide Construction Legal Services that include, but are not limited to:

- Advise on potential construction delay situations.
- Develop responses, or assist in developing responses to contractors.
- Provide analysis of situations, if needed coordinate with other contractors, engineers, etc.

Provide Toll Operations Legal Services that include, but are not limited to:

- Liability.
- Privacy Policy Requirement Updates.
- Industry-wide Legal Challenges.
- Emerging topics pertaining to any aspect of Toll Operations.
- Prepare all pleadings and represent SBCTA through final resolution, whether by settlement or trial.

EXHIBIT B – “ATTORNEYS’ FEES AND CHARGES”

DRAFT

Attachment: 21-1002553 (combined attachments for printing) (7516 : On-Call Legal Contracts Award)

February 9, 2021

ELECTRONIC SUBMISSION

Alicia Johnson
Procurement Analyst
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
procurement@gosbcta.com

Re: San Bernardino County Transportation Authority – On-Call Legal Services for Project Delivery / RFP 21-1002498 – BAFO

Dear Ms. Johnson:

On behalf of Kaplan Kirsch & Rockwell, I am pleased to present our BAFO price proposal for engagement by the San Bernardino County Transportation Authority (SBCTA) for on-call legal services for project delivery.

We agree to a 4% reduction in our previously proposed hourly rates as follows:

Name	Classification / Title	Proposal Hourly Rate	BAFO Hourly Rate
Brent Butzin	Partner	\$495	\$475
Adam Giuliano	Partner	\$495	\$475
Steve Kaplan	Managing Partner	\$495	\$475
Matthew Adams	Partner	\$495	\$475
Sara Dutschke	Partner	\$495	\$475
Catherine van Heuven	Partner	\$495	\$475
Emily Eads	Associate	\$350	\$336
Suyash Raiborde	Associate	\$350	\$336

In addition, we will hold our rates through 2022.

Thank you again for this opportunity,

Sincerely,



Brent E. Butzin
Partner
Kaplan Kirsch & Rockwell LLP

Kaplan Kirsch & Rockwell LLP
Attorneys at Law

1675 Broadway
Suite 2300
Denver, CO 80202

tel: 303.825.7000
fax: 303.825.7005
kaplankirsch.com

EXHIBIT C – “KEY PERSONNEL”

Name	Title
Brent E. Butzin	Partner
Adam M. Giuliano	Partner
Stephen H. Kaplan	Managing Partner
Matthew G. Adams	Partner
Sara A. Dutschke	Partner
Polly B. Jessen	Partner
Catherine M. van Heuven	Partner
Emily K. Eads	Associate
Suyash S. Raiborde	Associate

DRAFT

EXHIBIT D – “NOTICE”

To ATTORNEY	To SBCTA
Kaplan Kirsch & Rockwell LLP	San Bernardino County Transportation Authority
1675 Broadway, Suite 2300	1170 W. 3 rd Street, 2 nd Floor
Denver, CO 80202	San Bernardino, CA 92410-1715
Attn: Brent E. Butzin	Attn: Paula Beauchamp
Email: bbutzin@kaplankirsch.com	Email: pbeauchamp@gosbcta.com
Phone: (303) 825-7000	Phone: (909) 884-8276

DRAFT

Minute Action

AGENDA ITEM: 8

Date: April 7, 2021

Subject:

Active Transportation Program Cycle 5 Award List and Twenty Points Allocation

Recommendation:

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

A. Adopt the Metropolitan Planning Organization (MPO) portion of the State Active Transportation Program (ATP) Cycle 5 project award list (Attachment A), specifically for:

- City of Fontana - Date Elementary School Street Improvements Project
- Town of Apple Valley - Yucca Loma Elementary School Safe Routes to School Phase 2
- County of San Bernardino - Santa Ana River Trail - Phase III
- City of Barstow - Pedestrian, Bicycle, and Safe Routes to Schools Corridors, Barstow

B. Adopt an additional 20 points allocation in the grant evaluation process to all projects in the MPO portion of the ATP as they have been determined to be consistent with regional plans, which is consistent with the methodology adopted by the San Bernardino County Transportation Authority Board of Directors for ATP Cycles 1, 2, 3, and 4.

Background:

The Active Transportation Program (ATP) was created by Senate Bill (SB) 99 (Chapter 359, Statutes 2013) and Assembly Bill 101 (Chapter 354, Statutes 2013) to encourage increased use of active modes of transportation, such as biking and walking. The Cycle 5 call-for-projects was released by Caltrans on March 25, 2020, and went through a statewide review process. On February 8, 2021, the California Transportation Commission (CTC) released the staff recommended award list.

For the Cycle 5 ATP funding and review process, the CTC recommended to continue the same fund allocation calculation as in Cycles 1, 2, 3, and 4. Fifty percent (50%) of the total program funds are apportioned for the Statewide call-for-projects while forty percent (40%) of the total funds are apportioned for Metropolitan Planning Organizations (MPO). MPO apportionment is recommended to be distributed based on their population share. In total, the Southern California Association of Government's (SCAG) portion represents about \$88.7 million and San Bernardino County's population share of the \$88.7 million is about \$10.2 million. The significant increase in ATP funding is due to increased allocation from the SB 1 Road Repair and Accountability Act Funds.

As expected, the selection process for ATP Cycle 5 was highly competitive. San Bernardino County jurisdictions, as a whole, did not fare well in Cycle 5 relative to the success rate in Cycles 1 and 2. Local jurisdictions will have two project awards (totaling \$6.3 million) from the statewide portion of the ATP and four more projects awarded with a total of \$10.2 million from the MPO portion of the ATP. In total, San Bernardino County will have six (6) projects totaling slightly over \$16.4 million. Although the award result was less than hoped for, it was still significant, and San Bernardino County jurisdictions continue to submit many excellent active transportation project applications (22 total projects - see Attachment A for the full list of projects from San Bernardino County).

Based on the ATP project submittal list, the San Bernardino County Transportation Authority (SBCTA) sub-region submitted the 22 projects with a total request amount of \$163.1 million,

Entity: San Bernardino County Transportation Authority

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Page 2

significantly increasing the request amount from ATP Cycle 4. The approval of this agenda item would pave the way for distribution of \$10.2 million of the SCAG portion of the ATP to four jurisdictions (Cities of Fontana and Barstow, Town of Apple Valley, and the County of San Bernardino).

In this Cycle, the City of Barstow (City) scored 86 points which lands the City in the partial funding category. Thus, SBCTA reached out to the subject jurisdiction and requested the City provide additional local funding to supplement the shortfall (\$496,000) as the scoring system precludes any allowance for significant down-scoping of the project. The City has decided to receive the partial funding award this cycle, totaling \$6.4 million dollars and indicated that the City will be supplementing the shortfall through a local funding source.

As with previous cycles, SCAG is deferring project rankings to Caltrans and forgoing its option to issue a supplemental regional call-for-projects except for the planning and non-infrastructure projects. For the planning and non-infrastructure projects, the call-for-projects has already been issued as part of the SCAG Sustainability Program Grants (SPG). For the infrastructure projects, the project scoring and rankings received during the Statewide call-for-projects will be used to determine a project award list for the MPO portion. A separate evaluation committee will not be required at the county or regional level within the SCAG region to separately score the infrastructure projects. However, for the selection of the regional MPO projects, up to 20 additional points can be given to projects based on their consistency with a regional plan. SBCTA Board has always opted to award all supplemental points to every application submitted by our local jurisdictions and agencies and accepted scores given by the CTC review committee.

Based on the ATP project submittal list, SBCTA staff reviewed the applications from the region and determined that all of the projects are consistent with either SCAG's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), SBCTA's ATP and/or local jurisdiction plans. For San Bernardino County, the SBCTA Board adopted the guideline for assigning the additional points for regional consistency in May 2014 for the ATP Cycle 1 process and the same methodology has been used for all subsequent cycles. SBCTA staff is proposing to apply the same methodology for the ATP Cycle 5 process and will assign 20 points to each of the San Bernardino County projects.

The project award list, Attachment A, will be submitted to SCAG for inclusion in the final ranking of regional projects. The adoption of the final recommended project award list will also be brought forward by SCAG staff for approval at their Regional Council meeting. SBCTA staff will continue its collaboration with SCAG staff to implement the regional projects.

Financial Impact:

There is no impact on the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 10, 2021.

Responsible Staff:

Josh Lee, Chief of Planning

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Approved
Board of Directors
Date: April 7, 2021
Witnessed By:

San Bernardino County Transportation Authority

Application ID	Project Title	Total Project Cost (\$1,000)	ATP Funding (\$1,000)	CON (\$1,000)	CON NI (\$1,000)	Project Type	20 Points Addition	Final Score from the State	Final Score from SBCTA
Below are Projects that have been recommended to receive ATP Cycle 5 funding at the State level									
8-San Bernardino County-2	Muscoy Area Safe Routes to School Pedestrian Improvements Project	\$ 2,355	\$ 1,881	\$ 1,271	\$ 35	Infrastructure + NI - Medium		97	
8-Ontario, City of-1	Vine Ave & B St Bike Boulevard Project	\$ 4,881	\$ 4,392	\$ 3,879	\$ -	Infrastructure - Medium		96	
	Total	\$ 7,236	\$ 6,273						
Below are Projects that have been recommended to receive ATP Cycle 5 funding at the MPO level (SBCTA Board Approval Required)									
8-Fontana, City of-4	Date Elementary School Street Improvements Project	\$ 1,808	\$ 1,808	\$ 1,591	\$ 18	Infrastructure + NI - Small	20	88	108
8-Apple Valley, Town of-1	Yucca Loma Elementary School Safe Routes to School Phase 2	\$ 986	\$ 838	\$ 647	\$ -	Infrastructure - Small	20	87	107
8-San Bernardino County-1	Santa Ana River Trail - Phase III	\$ 6,880	\$ 1,105	\$ 1,105	\$ -	Infrastructure - Medium	20	87	107
*8-Barstow, City of-1	Pedestrian, Bicycle, and Safe Routes to Schools Corridors (SR2S), Barstow	\$ 6,902	\$ 6,902	\$ 6,500	\$ 62	Infrastructure + NI - Medium	20	86	106
	Total	\$ 16,576	\$ 10,653						
	MPO Portion Allocated to San Bernardino County		\$ 10,157						
Below are Projects that have not been recommended for ATP Cycle 5 funding									
8-Ontario, City of-3	Euclid West Pedestrian Improvements	\$ 1,996	\$ 1,996	\$ 1,746	\$ -	Infrastructure - Small	20	83.5	103.5
8-Highland, City of-1	Highland/San Bernardino Bi-City Transformative Bikeway/Walkway Connector	\$ 22,222	\$ 19,241	\$ 16,526	\$ 40	Infrastructure + NI - Large	20	82	102
8-Montclair, City of-1	Montclair SRTS Implementation Project	\$ 5,426	\$ 5,426	\$ 4,764	\$ 82	Infrastructure + NI - Medium	20	82	102
8-San Bernardino, City of-1	Marshall Elementary Safe Route to School Improvements	\$ 3,366	\$ 3,366	\$ 3,016	\$ -	Infrastructure - Medium	20	81.5	101.5
8-Twenty-nine Palms, City of-1	Class II Bike Paths on Amboy Road	\$ 643	\$ 643	\$ 543	\$ -	Infrastructure - Small	20	79	99
8-Fontana, City of-1	San Sevaine Class I Multi-Use Trail: Philadelphia to North of Foothill	\$ 30,831	\$ 30,331	\$ 23,961	\$ 50	Infrastructure + NI - Large	20	78	98
8-Fontana, City of-2	San Sevaine Class I Multi-Use Trail: Philadelphia to Slover	\$ 9,840	\$ 9,340	\$ 6,645	\$ 25	Infrastructure + NI - Large	20	78	98
8-California Department of Transportation-5	Route 66 / Fifth Street Complete Street Improvements	\$ 23,988	\$ 23,988	\$ 16,647	\$ -	Infrastructure - Large	20	75	95
8-Fontana, City of-3	San Sevaine Class I Multi-Use Trail: Valley to Foothill	\$ 14,171	\$ 14,171	\$ 10,876	\$ 25	Infrastructure + NI - Large	20	75	95
8-Ontario, City of-2	Euclid East Pedestrian Improvements	\$ 1,999	\$ 1,999	\$ 1,834	\$ -	Infrastructure - Small	20	75	95
8-Apple Valley, Town of-2	Bear Valley Road Class 1 Bike Path Project Phase 2	\$ 1,768	\$ 1,538	\$ 1,278	\$ -	Infrastructure - Small	20	72	92
8-Needles, City of-1	ATP In-Fill Sidewalk, Curbs & Gutter Improvements Project (Three Areas)	\$ 1,921	\$ 1,921	\$ 1,781	\$ -	Infrastructure - Small	20	66	86
8-Big Bear Lake, City of-2	Rathbun Creek Trail Extension	\$ 1,637	\$ 1,571	\$ 1,438	\$ -	Infrastructure - Small	20	59	79
8-Yucaipa, City of-1	Yucaipa Blvd. Pedestrian/Bicycle Improvements (3rd St. to 4th St.)	\$ 944	\$ 944	\$ 944	\$ -	Infrastructure - Small	20	50	70
8-Big Bear Lake, City of-1	Moonridge Road Complete Streets	\$ 6,993	\$ 2,280	\$ 2,280	\$ -	Infrastructure - Medium	20	39	59
8-Adelanto, City of-1	Active Transportation Improvements at Adelanto Public Park	\$ 439	\$ 365	\$ 342	\$ -	Infrastructure - Small	20	27	47

* City of Barstow has decided to receive the partial funding award in the amount of \$6,406,000 and will provide an increased local match of \$496,000 to make the project whole. Total \$ 163,129

Minute Action

AGENDA ITEM: 9

Date: April 7, 2021

Subject:

California State Transportation Agency Initiative on the Climate Action Plan for Transportation Infrastructure

Recommendation:

Receive information on the California State Transportation Agency's Climate Action Plan for Transportation Infrastructure.

Background:

Governor Newsom's budget proposal for Fiscal Year 2021/2022 includes a discussion of the Administration's ongoing work to implement Executive Order (EO) N-19-19 through the creation of the Climate Action Plan for Transportation Infrastructure (CAPTI). The target date for developing the final plan is July 15, 2021. An excerpt from the Governor's draft State Budget for Fiscal Year 2021/2022 describes the background and purpose of the CAPTI:

"As the state continues to invest in the road maintenance and repairs identified above, it is doing so in ways that are resilient in the face of climate change. The California State Transportation Agency continues to address the impacts of the transportation sector on climate change and greenhouse gas emissions, pursuant to the goals and requirements in Executive Orders N-19-19 and N-79-20. The State Transportation Agency is directed to leverage over \$5 billion in annual state transportation spending for construction, operations, and maintenance to help reverse the trend of increased fuel consumption and reduce greenhouse gas emissions associated with the transportation sector. The Agency will work collaboratively with other state departments and agencies to identify near term actions and investment strategies and to improve clean transportation and sustainable freight and transit options. Currently, the Agency is working with Caltrans, the California Transportation Commission, the Department of Finance, and other state agencies to develop the Climate Action Plan for Transportation Infrastructure (CAPTI) by July 15, 2021.

The CAPTI will identify near-term actions and investment strategies to leverage existing state transportation funds to help reverse the trend of increased fuel consumption and reduce greenhouse gas emissions from the transportation sector, while continuing the Senate Bill (SB) 1 commitment to a "fix-it-first" approach to our transportation system. Specifically, the CAPTI will (1) build towards an integrated, statewide rail and transit network, (2) support bicycle, pedestrian, and micro-mobility options, (3) support the deployment of light, medium, and heavy-duty zero-emission vehicle infrastructure, and (4) support innovative solutions to congestion designed to encourage people to shift from cars to other modes of transportation. The CAPTI will identify the actions necessary to change the state's transportation project planning and programming to reach California's climate change goals."

The CAPTI does not affect local jurisdiction formula funds allocated from the SB 1 road maintenance and rehabilitation account or the highway user tax account. In addition, fuel excise tax revenues are limited to street, highway, and fixed transit guideway purposes, including essential components, such as sidewalks, traffic signals, etc. However, there are a number of discretionary sources that California State Transportation Agency (CalSTA) proposes to leverage

Entity: San Bernardino County Transportation Authority

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through implementation of the CAPTI initiative to meet State climate change mandates, targets, and policies through the levers identified in EO N-19-19:

- Active Transportation Program
- Interregional Transportation Improvement Program
- Local Partnership Program
- Solutions for Congested Corridors
- State Highway Operations & Protection Program
- Trade Corridor Enhancement Program
- Transit & Intercity Rail Capital Program

A draft of CAPTI was released on March 10, 2021 and comments are due on May 4, 2021. It is San Bernardino County Transportation Authority (SBCTA) staff's intent to provide comments for CalSTA's consideration.

It is important to recognize how significant a shift in transportation strategy and funding is represented by CAPTI together with other State legislation and policies such as SB 743, which declared that vehicle delay is no longer an impact under the California Environmental Quality Act (CEQA). Rather, traffic analyses must convert to a vehicle miles traveled (VMT) basis in the evaluation of development projects and roadway projects. SBCTA collaborated with the County of San Bernardino and its 24 cities in laying the foundation for SB 743 implementation by July 1, 2020, as required in CEQA guidelines. These actions by the State are focused on making it more difficult to increase roadway capacity, which generally increases VMT. This strategy is "designed to encourage people to shift from cars to other modes of transportation," as stated in the CAPTI principles.

SBCTA's transportation strategy is multimodal in nature, which was true well before SB 743 was enacted, when the voters passed Measure I 2010-2040 in 2004. The Measure I 10-Year Delivery Plan includes very substantial investment in commuter rail, bus systems, hybrid rail technology (i.e. Redlands Passenger Rail Project, branded "Arrow"), and freeway express lanes, which give priority to transit and high occupancy vehicles. Additionally, SBCTA has a history of supporting active transportation through various grant programs and transportation demand management (TDM) strategies, which are prioritized for Federal Congestion Mitigation and Air Quality program funds. While SBCTA has substantive programs in place that focus on reducing VMT, highway projects that relieve congestion are prominently featured in the Measure I Expenditure Plan and, thus, the 10-Year Delivery Plan. One of the consequences of the State's direction on CAPTI and SB 743 will be greater difficulty in obtaining State discretionary funding for the types of highway projects for which many of the San Bernardino County residents voted – projects that reduce highway congestion and delay.

This change in State direction is even more evident as reflected in the California Air Resources Board (CARB) review of the Southern California Association of Governments (SCAG) 2020 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), prepared under SB 375. Even though SB 375 is not directly focused on VMT but on reduction of greenhouse gases (GHG) through better transportation and land use planning, the CARB evaluation particularly highlights the importance of reducing VMT as part of the State's strategy to reduce GHGs. CARB's RTP/SCS evaluation report, conveyed under its October 30, 2020 cover letter, had eight specific recommendations, the first of which is:

San Bernardino County Transportation Authority

“Deprogram Capacity Expansion Projects and Prioritize Funding for Transportation Projects that Advance SCS Implementation and Goals.”

This highlights the seriousness of the State’s concerns. The letter further states that:

“SCAG should prioritize projects that will support growth in the region’s priority growth areas (which include job centers, high-quality transit areas, and neighborhood mobility areas) that foster lower VMT when seeking funding through the Solutions for Congested Corridors Program (SCCP) and Trade Corridor Enhancement Program (TCEP), under SB 1.”

The seven other major recommendations in the CARB report had similar themes. More recently, the State’s concern at the legislative level is highlighted by the introduction of SB 261, which would specifically add VMT reduction targets to the requirements of future RTP/SCSs, beginning in 2024. These targets would be set by CARB at the same time as GHG reduction goals were set for each region in the State. Part of the concern for San Bernardino County is that, even though we are investing heavily in alternative modes of travel, fewer realistic options are available for travelers to reduce VMT than would be available, for example, in Los Angeles County, especially in light of the limited funding available to fund the current, much less expansion of, the transit network in the long term. Telework has clearly made an impact, but the concern would be that the state could set VMT targets that are unachievable for Southern California, even with billions of dollars invested in alternative modes and land use strategies. This would lead to the RTP/SCS missing the targets, resulting in disqualification in eligibility for SCCP funds for the entire region.

Over the next several months, SBCTA staff will be discussing how to position San Bernardino County projects for the State competitive funding programs for Cycle 3. Bringing additional State and Federal funds to the table represents a key part of delivering projects in the Measure I Expenditure Plan, and SBCTA has been very aggressive in pursuing these funds in the first two SB 1 cycles. It is clear that the emphasis in Cycle 3 project selection criteria will be more aligned with the direction embodied in recent state legislation, EOs, and the policy of State agencies, such as CAPTI.

A draft strategy for competing for projects in SB 1 Cycle 3 will be outlined by SBCTA staff at the appropriate time in the months to come. SBCTA and San Bernardino Council of Governments have been conducting very significant work to promote reduced VMT and pursue a sustainable future, consistent with much of the State’s goal-setting. However, success in the future may require rethinking some of SBCTA’s strategy concerning funding for highway improvements. Several attachments are provided regarding the Governor’s EOs and CalSTA’s draft CAPTI initiative, including more detailed presentation slides on seven specific CAPTI strategy areas.

Financial Impact:

This item has no financial impact on the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was presented to the Board of Directors Metro Valley Study Session on March 11, 2021 and the Mountain/Desert Committee on March 19, 2021. It is scheduled for review at the SBCTA Transportation Technical Advisory Committee on May 3, 2021.

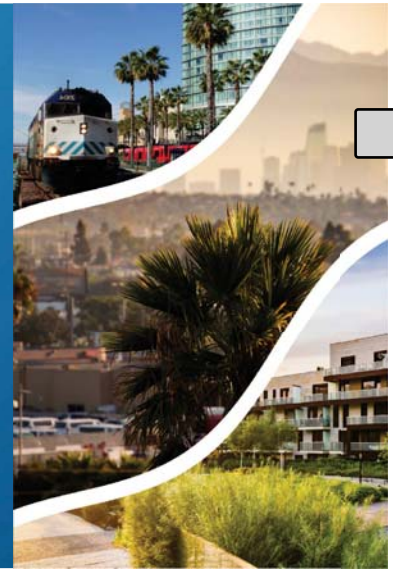
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Responsible Staff:
Steve Smith, Director of Planning

Approved
Board of Directors
Date: April 7, 2021
Witnessed By:

Draft Climate Action Plan for Transportation Infrastructure (CAPTI)

Stakeholder Conversations | February 2021



9.a

Why CAPTI?



Governor's Executive Order N-19-19

Leverage state transportation spending to help meet state climate goals

- Align planning and programming with objectives of California Climate Change Scoping Plan
- Reduce VMT by directing investments in a way that support infill development, especially housing near jobs
- Reduce congestion through innovative strategies that encourage people to shift from cars to other modes of travel
- Fund infrastructure that encourages transit use, walking, and biking
- Mitigate for any increases in transportation costs incurred on lower income Californians



California State Agencies play a role in either scoping, recommending, or selecting projects in over \$5 Billion of transportation infrastructure funding annually:

- Active Transportation Program (ATP)
- Interregional Transportation Improvement Program (ITIP)
- Local Partnerships Program (LPP)
- Solutions for Congested Corridors (SCCP)
- State Highway Operations & Protection Program (SHOPP)
- Trade Corridor Enhancement Program (TCEP)
- Transit & Intercity Rail Capital Program (TIRCP)



Governor's Executive Order N-79-20

- EO focused on meeting our ZEV goals
- Highlights the need for expanding clean transportation options, as outlined in EO N-19-19 work.



Process

SPRING - SUMMER 2020

- Stakeholder briefings/meetings (April-July)
– over 200 stakeholder groups engaged
- Stakeholder Survey – 79 respondents
- Received 14 formal comment letters
- Over 200 action item ideas submitted for interagency working group consideration

Spring 2021

Final CAPTI Plan Released



FALL - WINTER 2019

- EO N-19-19:
Issued 9/20/2019



FALL 2020

- Interagency working group – synthesized feedback to inform framework and actions
- EO N-79-20: Issued 9/23/20; re-affirmed direction of and integrated into framework
- 10/20 Public workshop – draft investment framework, preliminary ideas for actions
- Joint CARB/CTC/HCD Meeting – November 4



Winter 2021

- Release Draft CAPTI Plan
- Public comment period
- Public workshop on final draft plan



CAPTI Draft Plan



CAPTI is...

- A **holistic framework and statement of intent** for aligning State infrastructure investments with State climate, health, and social equity goals **built on the foundation of the “fix-it first” approach** established in SB 1
- A **suite of proposed changes** to State transportation planning, project scoping and programming, and mitigation activities **to align with the CAPTI framework**
- A **living document** that enables the CAPTI to adapt, pivot and modify approaches as needed
- A structure to **monitor and evaluate progress** of transportation infrastructure implementation to align with State climate, health and equity goals

CAPTI Approach

- Maintain and build upon existing “Fix-It-First” approach
- Ensure all areas of the state can benefit from any changes to alignment of funds
- Set a framework that can balance local contexts and needs with standardized approaches



CAPTI Investment Framework



Building towards an integrated, statewide rail and transit network



Investing in networks of safe and accessible bicycle and pedestrian infrastructure



Including investments in light, medium, and heavy-duty zero-emission-vehicle (ZEV) infrastructure

CAPTI Investment Framework

9.a



Reducing public health harms and maximize benefits to disproportionately impacted disadvantaged communities



Making safety improvements to reduce fatalities and severe injuries



Assessing physical climate risk



Promoting projects that do not increase passenger vehicle travel



Promoting compact infill development



Developing a zero-emission freight transportation system



Protecting natural and working lands

CalSTA

Climate Action Plan for Transportation Infrastructure

Seven CAPTI Strategy Areas

1. Cultivate and Accelerate Sustainable Transportation Innovation by Leading with State Investments
2. Support a Robust Economic Recovery by Revitalizing Transit, Supporting ZEV Deployment, and Expanding Active Transportation Investments
3. Elevate Community Voices in How We Plan and Fund Transportation Projects
4. Advance State Transportation Leadership on Climate and Equity through Improved Planning & Project Partnerships
5. Support Climate Resilience through Transportation System Improvements and Protections for Natural and Working Lands
6. Support Local and Regional Innovation to Advance Sustainable Mobility
7. Strengthen Transportation-Land Use Connections

CalSTA

Climate Action Plan for Transportation Infrastructure

S1. Cultivate and Accelerate Sustainable Transportation Innovation by Leading with State Investments

	Action
S1.1	Prioritize SCCP Projects to Enable Travelers to Opt Out of Congestion
S1.2	Promote Innovative Sustainable Transportation Solutions in SCCP by Requiring Multimodal Corridor Plans
S1.3	Fast Track New CAPTI-Aligned Projects in Early Planning Phases by Adding Them to the ITIP
S1.4	Mainstream Zero-Emission Vehicle Infrastructure Investments within TCEP



S2. Support a Robust Economic Recovery by Revitalizing Transit, Supporting ZEV Deployment, and Expanding Active Transportation Investments

	Action
S2.1	Implement the California Integrated Travel Program (Cal-ITP)
S2.2	Identify A Long-Term Strategic Funding Pathway Across All Funding Opportunities to Realize the State Rail Plan
S2.3	Accelerate TIRCP Cycles to Support Transit Recovery with deployment of ZEV Transit/Rail Fleets and Transit/Rail Network Improvements
S2.4	Increase Funding to Active Transportation Program (ATP)



S3. Elevate Community Voices in How We Plan and Fund Transportation Projects

9.a

	Action
S3.1	Establish Transportation Equity and Environmental Justice Advisory Committee(s)
S3.2	Strengthen and Expand Coordinated, Targeted Technical Assistance on State Transportation Funding Programs
S3.3	Lift Up and Mainstream Community Engagement Best Practices
S3.4	Develop and Utilize Equity Index to Assist in Evaluation or Prioritization of Caltrans Projects

S4. Advance State Transportation Leadership on Climate and Equity through Improved Planning & Project Partnerships

	Action
S4.1	Develop and Implement the California Strategic Investment Strategy (CSIS) to Align Caltrans Project Nominations in with the CAPTI Investment Framework
S4.2	Align Interregional Transportation Strategic Plan 2021 (ITSP) with CAPTI Investment Framework
S4.3	Update the 2023 State Highway System Management Plan (SHSMP) and Asset Management Targets to Meaningfully Advance CAPTI Investment Framework
S4.4	Re-focus Caltrans Corridor Planning Efforts to Prioritize Sustainable Multimodal Investments in Key Corridors of Statewide and Regional Significance
S4.5	Develop and Implement Caltrans Climate Action Plan (CCAP)
S4.6	Incorporate Zero-Emission Freight Infrastructure Needs in California Freight Mobility Plan (CFMP)

S5. Support Climate Resilience through Transportation System Improvements and Protections for Natural and Working Lands

	Action
S5.1	Develop Climate Risk Assessment Planning and Implementation Guidance
S5.2	Update SHOPP and SB 1 Competitive Program Guidelines to Incentivize Climate Adaptation and Climate Risk Assessments/Strategies
S5.3	Explore Incentivizing Land Conservation through Transportation Programs



S6. Support Local and Regional Innovation to Advance Sustainable Mobility

	Action
S6.1	Explore New Mechanisms to Mitigate Increases in Vehicle Miles Travelled (VMT) from Transportation Projects
S6.2	Convene an Equitable Roadway Pricing Working Group to Identify Implementation Pathways for Local and Regional Efforts
S6.3	Develop Interagency Framework for Project Evaluation Around Advancing Sustainable Communities



S7. Strengthen Transportation-Land Use Connections

	Action
S7.1	Leverage Transportation Investments to Incentivize Infill Housing Production
S7.2	Create a Working Group to Explore Potential Action to Address Direct and Indirect Displacement in Transportation Programs
S7.3	Explore a “Highways to Boulevards” Conversion Pilot Program

Discussion

CAPTI Next Steps

9.a

- Distribute public release draft: Early March 2021 (prior to workshop)
- Public Workshop: 03/18/21 (tentative)
- CTC Meeting Presentation on Draft Plan: 03/24/21
- CTC-CARB-HCD Joint Meeting Presentation on Draft Plan: 04/08/21
- Public Review Period: Closes 04/09/21
- Final CAPTI Release: June 2021
- Submittal of Plan to Governor and Legislature by July 15, 2021



Climate Action Plan for Transportation Infrastructure

CAPTI Guiding Principles

Within the “fix-it-first” approach and through existing funding frameworks, State of California transportation infrastructure investments should be deployed to do the following, where feasible:

Per EO N-79-20, invest to create new clean transportation options in urban, suburban, and rural settings for all Californians as well as for goods movement by:

- **Building toward an integrated, statewide rail and transit network**, centered around the existing California State Rail Plan that leverages the California Integrated Travel Project to provide seamless, affordable, multimodal travel options in all context, including suburban and rural settings, to all users.
- **Investing in networks of safe and accessible bicycle and pedestrian infrastructure**, particularly by closing gaps on portions of the State Highway System that intersect local active transportation and transit networks or serve as small town or rural main streets, with a focus on investments in low-income and disadvantaged communities throughout the state.
- **Including investments in light, medium, and heavy-duty zero-emission vehicle (ZEV) infrastructure** as part of larger transportation projects. Support the innovation in and development of the ZEV market and help ensure ZEVs are accessible to all, particularly to those in more rural or remote communities.

Additionally, per EO N-19-19, invest in ways that encourage further adoption and use of these clean modes of transportation mentioned above by:

- **Strengthening our commitment to social and racial equity by reducing public health and economic harms and maximizing community benefits** to disproportionately impacted disadvantaged communities, low-income communities, tribal communities, and Black, Indigenous, and People of Color (BIPOC) communities, in urbanized and rural regions, and involve these communities early in decision-making. Investments should also avoid placing new or exacerbating existing burdens on these communities, even if unintentional.
- **Making safety improvements to reduce fatalities and severe injuries of all users towards zero** on our roadways, railways and transit systems by focusing on context-appropriate speeds, prioritizing vulnerable user safety to support mode shift, designing roadways to accommodate for potential human error and injury tolerances, and ultimately implementing a safe systems approach.
- **Assessing physical climate risk** as standard practice for transportation infrastructure projects to enable informed decision-making, especially in communities that are most vulnerable to climate-related health and safety risks.
- **Promoting projects that do not increase passenger vehicle travel**, particularly in congested urbanized settings where other mobility options can be provided and where projects are shown to induce significant auto travel. These projects should generally aim to reduce VMT and not induce significant VMT growth. When addressing congestion, consider alternatives to highway capacity expansion, such as providing multimodal options in the corridor, employing pricing strategies, and using technology to optimize operations.

- **Promoting compact infill development while protecting residents and businesses from displacement** by funding transportation projects that support housing for low-income residents near job centers, provide walkable communities, and address affordability to reduce the housing-transportation cost burden and auto trips.
- **Developing a zero-emission freight transportation system** that avoids and mitigates environmental justice impacts, reduces criteria and toxic air pollutants, improves freight's economic competitiveness and efficiency, and integrates multimodal design and planning into infrastructure development on freight corridors.
- **Protecting natural and working lands** from conversion to more intensified uses and enhance biodiversity by supporting local and regional conservation planning that focuses development where it already exists and align transportation investments with conservation priorities to reduce transportation's impact on the natural environment.

DRAFT

CAPTI Implementation Strategies & Actions Matrix

Note: All actions related to the CTC are recommendations that would be introduced into the appropriate CTC program guidelines development process for consideration.

S1. Cultivate and Accelerate Sustainable Transportation Innovation by Leading with State Investments		
These actions are intended to find opportunities where the State can begin to clearly signal its commitment to funding innovative, sustainable transportation projects, while being mindful of commitments to projects that are well underway.		
	Action	Description
S1.1	Prioritize Solutions for Congested Corridors Program (SCCP) Projects to Enable Travelers to Opt Out of Congestion	<ul style="list-style-type: none"> SCCP priorities and criteria will be updated to focus on projects that reduce vehicle miles traveled (VMT), such as investments in transit, rail, active transportation, or highway solutions that improve transit travel times and reliability.
S1.2	Promote Innovative Sustainable Transportation Solutions in SCCP by Requiring Multimodal Corridor Plans	<ul style="list-style-type: none"> Pursue requirement that all projects be a part of a multimodal corridor plan consistent with the CTC's Comprehensive Multimodal Corridor Plan Guidelines.
S1.3	Fast Track New CAPTI-Aligned Projects in Early Planning Phases by Adding Them to The Interregional Transportation Improvement Program (ITIP)	<ul style="list-style-type: none"> New ITIP projects that are in alignment with the ITSP and CAPTI will be added with a portion of future funding capacity. This will be done in collaboration with local and regional partners and be in addition to continued funding for existing ITIP projects and commitments.
S1.4	Mainstream Zero-Emission Vehicle Infrastructure Investments within TCEP	<ul style="list-style-type: none"> Prioritize projects that improve the movement of freight and reduce emissions by creating or improving zero emissions infrastructure either within the project itself or within the larger trade corridor.

S2. Support a Robust Economic Recovery by Revitalizing Transit, Supporting ZEV Deployment, and Expanding Active Transportation Investments

Following the devastating impact of the COVID-19 pandemic on transit, these actions seek to enable transit's recovery and revitalize the transit system, including the deployment of ZEV transit fleets, which will ultimately be critical to our success in combatting the climate crisis. These actions also intend to expand State investments in active transportation infrastructure, the demand for which has significantly increased in many communities throughout California during the pandemic.

	Action	Description
S2.1	Implement the California Integrated Travel Program (Cal-ITP)	<ul style="list-style-type: none"> Update TIRCP Guidelines to support transit providers with implementation of contactless payment and coordination of services via Cal-ITP. Explore other avenues for incentivizing Cal-ITP adoption, potentially through incentive programs under CARB jurisdiction.
S2.2	Identify A Long-Term Strategic Funding Pathway Across All Funding Opportunities to Realize the State Rail Plan	<ul style="list-style-type: none"> Lead a process to create a strategic investment plan for rail and transit projects statewide for major state funding programs as well as future federal funding opportunities.
S2.3	Accelerate TIRCP Cycles to Support Transit Recovery with Deployment of ZEV Transit/Rail Fleets and Transit/Rail Network Improvements	<ul style="list-style-type: none"> Create a new Clean Fleet and Facilities Network Improvement project category in the TIRCP to provide additional support and funding to transit agencies needing to replace their aging vehicle fleets with ZEVs. Through this project category, also with agencies to improve network efficiency and integration.
S2.4	Increase Funding to Active Transportation Program (ATP)	<ul style="list-style-type: none"> Explore the potential for additional funding for the Active Transportation Program from various sources, including federal funding.

S3. Elevate Community Voices in How We Plan and Fund Transportation Projects		
<p>This strategy aims to create more transparent transportation planning processes, while also coordinating across state agencies to develop standards and practices for meaningful engagement and provision of technical assistance resources to those most impacted by projects, including disadvantaged communities, low-income communities, tribal communities, and Black, Indigenous, and Communities of Color (BIPOC).</p>		
	Action	Description
S3.1	Establish Transportation Equity and Environmental Justice Advisory Committee(s)	<ul style="list-style-type: none"> • Create advisory committee(s) focused on transportation equity and environmental justice issues stemming from transportation planning and programming. • The goal is to develop committee(s) that would provide input into transportation planning and programming to relevant state transportation decision-making bodies, such as CalSTA, the CTC, and Caltrans.
S3.2	Strengthen and Expand Coordinated, Targeted Technical Assistance on State Transportation Funding Programs	<ul style="list-style-type: none"> • Caltrans will expand its technical assistance efforts to help state and local agencies improve their capabilities and develop the partnerships needed to better engage CBO's in public outreach efforts. • CTC will provide ongoing technical assistance to applicants on requirements for funding programs, as well as explore structures for ad hoc in-house TA for program applicants.
S3.3	Lift Up and Mainstream Community Engagement Best Practices	<ul style="list-style-type: none"> • Caltrans will develop tools and partnerships to elevate its efforts to conduct meaningful community engagement. • CTC will host workshops to identify best practices for meaningful community engagement for inclusion in program guidelines.
S3.4	Develop and Utilize Equity Index to Assist in Evaluation or Prioritization of Caltrans Projects	<ul style="list-style-type: none"> • Identify metrics and indicators to account for equity-based outcomes for inclusion in the Index tool

S4. Advance State Transportation Leadership on Climate and Equity through Improved Planning & Project Partnerships		
<p>These actions outline Caltrans' commitment to change the types of projects it will fund, nominate, and sponsor, as well as how it analyzes project benefits and impacts. This fundamental shift will advance critical climate considerations in transportation, while also working towards eliminating inequities in the transportation system. These actions intend to align the department's planning efforts with the CAPTI Investment Framework, while lifting up regions in the state with fewer resources.</p>		
	Action	Description
S4.1	Develop and Implement the California Strategic Investment Strategy (CSIS) to Align Caltrans Project Nominations in with the CAPTI Investment Framework	<ul style="list-style-type: none"> Caltrans will develop and implement a new, data- and performance-driven approach in the CSIS to align project nominations with the CAPTI Investment Framework.
S4.2	Align Interregional Transportation Strategic Plan 2021 (ITSP) with CAPTI Investment Framework	<ul style="list-style-type: none"> The 2021 ITSP will be updated to integrate CAPTI and the Administration's Regions Rise Together effort.
S4.3	Update the 2023 State Highway System Management Plan (SHSMP) and to Meaningfully Advance CAPTI Investment Framework	<ul style="list-style-type: none"> The 2023 SHSMP will be updated to integrate and advance the guiding principles of the CAPTI Investment Framework, ultimately aimed at informing the SHOPP. The update will include the following approaches or considerations: active transportation, climate resiliency, nature-based solutions, greenhouse gas emission reduction, and climate smart decision-making.
S4.4	Re-focus Caltrans Corridor Planning Efforts to Prioritize Sustainable Multimodal Investments in Key Corridors of Statewide and Regional Significance	<ul style="list-style-type: none"> Prioritize sustainable multimodal investments and solutions in the corridor planning process; concentrating corridor planning efforts on those of statewide and regional significance Supporting the development of innovative safety solutions based on the safe systems approach that advance sustainable transportation modes, particularly for rural communities.
S4.5	Develop and Implement Caltrans Climate Action Plan (CCAP)	<ul style="list-style-type: none"> Develop and implement a departmental Climate Action Plan (CCAP) aligned with CAPTI to establish baseline and reduction targets for GHG emissions and VMT
S4.6	Incorporate Zero-Emission Freight Infrastructure Needs in California Freight Mobility Plan (CFMP)	<ul style="list-style-type: none"> Update the CFMP and project list to incorporate zero-emission freight infrastructure needs

S5. Support Climate Resilience through Transportation System Improvements and Protections for Natural and Working Lands		
<p>Impacts from climate change have the potential to restrict or impede travel in the state and have huge monetary implications for the state's fix-it-first approach. This strategy's actions will incorporate climate risk assessment as a standard practice in the transportation project development process in order to proactively work toward creating a more resilient transportation system.</p>		
	Action	Description
S5.1	Develop Climate Risk Assessment Planning and Implementation Guidance	<ul style="list-style-type: none"> The Governor's Office of Planning & Research (OPR) will update the Climate Risk Assessment Guidance. Caltrans will collaborate with OPR to incorporate the updated guidance into Caltrans planning and project delivery processes.
S5.2	Update SHOPP and SB 1 Competitive Program Guidelines to Incentivize Climate Adaptation and Climate Risk Assessments/Strategies	<ul style="list-style-type: none"> Following the completion of the OPR/Caltrans Climate Risk Assessment Planning and Implementation Guidance, CalSTA and CTC will evaluate the guidance and pursue inclusion in SHOPP, TIRCP, and SB 1 Competitive Program Guidelines.
S5.3	Explore Incentivizing Land Conservation through Transportation Programs	<ul style="list-style-type: none"> The CTC will evaluate the Interagency Natural and Working Lands Climate Smart Strategy for discussion in the public guideline's development process and for potential inclusion in the next scheduled updates to the Regional Transportation Plan and SB 1 Competitive Program guidelines.

S6.1 Support Local and Regional Innovation to Advance Sustainable Mobility		
<p>To address the various challenges and barriers to the implementation of Sustainable Community Strategies, this strategy identifies key actions to support the implementation of regional and local planning efforts that align with the framework, with a focus on finding a pathway to implementation for roadway pricing efforts and SB 743 VMT mitigation.</p>		
	Action	Description
S6.1	Explore New Mechanisms to Mitigate Increases in Vehicle Miles Travelled (VMT) from Transportation Projects	<ul style="list-style-type: none"> • CalSTA and Caltrans will work with local and regional transportation agencies to develop new mechanisms—such as mitigation banks—for viable VMT mitigation options for highway capacity projects, particularly with equity and land conservation in mind. • Caltrans will evaluate different models for GHG/VMT mitigation, such as exploring the potential expansion of the Advanced Mitigation Program.
S6.2	Convene an Equitable Roadway Pricing Working Group to Identify Implementation Pathways for Local and Regional Efforts	<ul style="list-style-type: none"> • Convene a working group consisting of other state agencies as well as local and regional partners to identify and provide recommendations for equitable roadway pricing implementation pathways for strategies identified in regional RTP/SCSs that reduce VMT and promote multimodal transportation options.
S6.3	Develop Interagency Framework for Project Evaluation Around Advancing Sustainable Communities Strategies	<ul style="list-style-type: none"> • Develop a framework to assess transportation projects and determine if they advance the SCS, align with the objectives of the CARB Climate Change Scoping Plan, and advance equity.

S7. Strengthen Transportation-Land Use Connections		
<p>In order to simultaneously address California's housing crisis while reducing VMT, these actions seek to ensure that transportation programming dollars help incentivize smart housing and conservation policies and decisions, while also supporting the creation of infill development.</p>		
	Action	Description
S7.1	Leverage Transportation Investments to Incentivize Infill Housing Production	<ul style="list-style-type: none"> Explore and identify opportunities in transportation funding programs to incentivize pro-infill housing policies, expanding upon recent successes of programs such as AHSC.
S7.2	Create a Working Group to Explore Potential Action to Address Direct and Indirect Displacement in Transportation Programs	<ul style="list-style-type: none"> This interagency working group will explore potential statutory changes to enable transportation programs to incentivize anti-displacement strategies within their funding frameworks.
S7.3	Explore a "Highways to Boulevards" Conversion Pilot Program	<ul style="list-style-type: none"> Explore pathways for the creation of a new pilot program that intends to address community barriers and divisions made by transportation projects that have amplified racial inequalities by replacing underutilized sections of the state highway system with boulevards that unlock new land for housing development and revitalization. Build off existing planning work at local and regional levels to identify key projects under development that could benefit from additional resources.

Minute Action

AGENDA ITEM: 10

Date: April 7, 2021

Subject:

Redlands Passenger Rail Project Quarterly Update

Recommendation:

Receive and file the Redlands Passenger Rail Project Quarterly Update.

Background:

The San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) has identified the Redlands Passenger Rail Project (RPRP) as one of its priority projects. The RPRP environmental clearance was completed in March 2015. The RPRP continues to move forward with construction of the mainline, maintenance facility and vehicle manufacturing. The currently scheduled critical path items are the installation and testing of the communications system, Wireless Crossing Nearside Station Stop (WCNSS) and Positive Train Control (PTC) testing activities and regulatory approval for PTC. The mainline construction project continues to proceed towards substantial completion with approximately 86% completion through January 2021. Flatiron West is completing the last two road crossings at Mountain View and Waterman Avenue for track and civil work. All six communications cases arrived during the first half of February and are ready to be installed. As we look towards the start of testing, we are working to complete the installation of Southern California Edison (SCE) power meters. The maintenance facility is on schedule for Substantial Completion in May 2021, with approximately 85% complete through January 2021. With the exterior of the maintenance building complete, framing of the building interior is continuing, as well as mechanical, electrical and plumbing installations. The base course of asphalt was installed for the entire site, and the track installation began in January 2021. Major future elements to complete the project include interior finishes, communication equipment and commissioning. Staff is working with the Southern California Regional Rail Authority (SCRRA) and Stadler US, the Diesel Multiple Unit (DMU) manufacturer, to complete the contractual requirements for releasing a vehicle from the factory. Also, SBCTA and SCRRA staff are working together with Stadler US to develop strategies to advance commissioning of the DMUs ahead of RPRP infrastructure completion. Below is a list of the major project milestones and their current status. The attached presentation provides an update on the multiple on-going activities.

Project Milestones and Status:

ACTIVITY	STATUS
Environmental Clearance	March 2015 – Completed
Award Vehicle Maintenance Facility Construction Contract	April 2019 – Completed
Award Vehicle Procurement Contract	July 2017 – Completed
Award Mainline Construction Contract	April 2019 – Completed
Approval of 2-party Operations and Maintenance Agreement	June 2020 – Completed
Delivery of All DMU Vehicles	April 2021
Conditional Acceptance of All DMU Vehicles	September 2021
Maintenance Facility – Substantial Completion	May 2021
Maintenance Facility – Final Acceptance	July 2021
Mainline Contract – Substantial Completion	July 2021

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 7, 2021

Page 2

Mainline Contract – Final Acceptance	November 2021
Pre-Revenue Testing Completion	November 2021*
Safety and Security Certification	Late 2021
Planned Revenue Service Start Date	Mid 2022*

*Start of revenue service is contingent on approval by the Federal Railroad Administration of the Positive Train Control (PTC) Safety Plan.

Project Description:

The RPRP entails construction of nine (9) miles of new track plus a two (2) mile double-track section that will allow for extension of Metrolink San Bernardino Line service and the introduction of multiple unit passenger rail service to the cities of San Bernardino and Redlands. It includes modifications to the San Bernardino Transit Center and construction of four new stations at: Tippecanoe Avenue in the City of San Bernardino, Esri station adjacent to their campus on New York Street (privately funded), Downtown Redlands station in the Packing House District, and University station at the University of Redlands in the City of Redlands. The project also includes reconstruction or rehabilitation of five (5) existing bridge structures, modifications to twenty-six (26) at-grade crossings including pedestrian treatments, positive train control, and quiet-zone ready infrastructure. Implementation of the new service requires construction of a vehicle maintenance and storage facility, and acquisition of three (3) DMU passenger rail vehicles. The Arrow service will be the first use of Federal Railroad Administration (FRA) compliant modern DMUs in California. The project requires coordination with more than fifteen (15) agencies, as well as the monitoring compliance with nearly seventy (70) contracts.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was received by the Transit Committee on March 11, 2021.

Responsible Staff:

Victor Lopez, Director of Capital Delivery

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

Redlands Passenger Rail Project Quarterly Project Update

April 7, 2021




1





Project Overview

2

Attachment: RPRP Transit Committee Quarterly Update 2020_03 PDF [Revision 1] (7541 : Redlands Passenger Rail Project Quarterly Update)

<p>1</p> <p>Vehicle Procurement</p> <p>3 Diesel Multiple Units (DMUs)</p> <p>Base Contract: \$34M</p> <p>Awarded July 2017</p> <p>Conditional Acceptance: September 2021</p>	<p>2</p> <p>Maintenance Facility</p> <p>Facility to Maintain up to 6 DMU/ZEMUs</p> <p>Base Contract: \$21M</p> <p>Awarded June 2019</p> <p>Substantial Completion Estimated: May 2021</p>	<p>3</p> <p>Mainline Construction</p> <p>9 Route Miles of New Track and 5 Stations</p> <p>Base Contract: \$154M</p> <p>Awarded April 2019</p> <p>Substantial Completion Estimated: July 2021</p>
		
Primary Contracts		

3

<p>1</p> <p>Vehicle Procurement</p> <p>3 Diesel Multiple Units (DMUs)</p> <p>Base Contract: \$34M</p> <p>Awarded July 2017</p> <p>Contract has option to buy 3 additional DMUs</p>	<ul style="list-style-type: none"> ✓ Hybrid Vehicle <ul style="list-style-type: none"> ○ Uses Tier 4 Diesel Generator to Produce Electricity that Propels the Train ✓ FRA (Mainline) Compliant <ul style="list-style-type: none"> ○ Runs on Same Infrastructure as Metrolink and Freight Trains (opportunity to expand)
	
	
1. Vehicle Procurement	

4

- **Percent Complete:** 60%
- **Prime Contractor:** Stadler US
- **Contract Management:** RailPros
- **Schedule:**
 - Contract Award: July 2017
 - Expected Delivery of first DMU: April 2021
 - Delivery of all DMU Vehicles: March 2021
 - Conditional Acceptance of all DMU Vehicles: September 2021

▪ **Budget and Expenditures:**

	Baseline Capital Amount	Executed Change Orders	Revised Amount	Expenditures	Amount Remaining
Contract – Capital	\$26,849,948.00	\$602,524.83	\$27,452,472.83	\$12,120,000.00	\$15,332,472.83
Contingency – Capital	\$2,684,995.00	-	\$2,332,470.17	-	-
Contract – O&M	\$4,555,129.00	-	\$4,555,129.00	-	-
Contingency – O&M	\$455,513.00	-	\$455,513.00	-	-
Total	\$34,795,585.00	\$602,524.83	\$34,795,585.00	\$11,370,800.80	-



1. Vehicle Procurement

5



DMU 1- January 2021



1. Vehicle Procurement

6



7



8

Attachment: RPRP Transit Committee Quarterly Update 2020_03 PDF [Revision 1] (7541 : Redlands Passenger Rail Project Quarterly Update)



9



10



DMU 3 - wiring installation - January 2021

sb

1. Vehicle Procurement

11

2 **Maintenance Facility**

2 Bay Facility to Maintain up to 6 DMU and or ZEMU Vehicles

The AMF will also be used as the maintenance/storage location for the demonstration ZEMU

Base Contract: \$21M

Awarded June 2019

✓ **Arrow Maintenance Facility**

- Located at 981 W 3rd St in San Bernardino just east of Santa Fe Depot



sb

2. Maintenance Facility

12

- **Percent Complete:** 81%
- **Prime Contractor:** Granite Construction Company
- **Construction Management:** Lockwood, Andrews & Newnam, Inc. (LAN)
- **Schedule:**
 - Contract Award: June 2019
 - Expected Substantial Completion: May 2021
 - Final Acceptance: July 2021
- **Budget and Expenditures:**

	Baseline Amount	Executed Change Orders*	Revised Amount	Expenditures*	Amount Remaining **
Contract	\$ 20,855,000.00	\$ 792,797.60	\$ 21,647,797.60	\$14,042,027.81	\$7,605,769.79
Contingency	\$ 1,363,400.00	-	\$ 570,602.40	-	-
Total	\$ 22,218,400.00	-	\$ 22,218,400.00	-	-

* Executed change orders and expenditures as of 11/30/20



2. Maintenance Facility

13



AC base course placed for entire site



CMU trash enclosure constructed



Yard Track Excavation



HVAC installation continues



2. Maintenance Facility

14



Mezzanine deck placement



Fall protection post installation



Laying out ties for Yard Track 1



Constructing Yard Track 4 at approach apron



2. Maintenance Facility

15



Constructing yard track



Posted Rail Pit



Building exterior



Installation of exterior translucent panels



2. Maintenance Facility

16

3

Mainline Construction


9 Miles of New Track and 5 Stations

Base Contract: \$154M

Awarded April 2019

✓ Construction

- Various Locations at the Same Time
- Coordinated Closures for Crossings
- Weekly Updates via Email
- Construction/Modification to 5 Stations
- Modifications to 26 Grade Crossings




3. Mainline Construction

17

- **Percent Complete:** 86%
- **Prime Contractor:** Flatiron West, Inc.
- **Construction Management:** AECOM
- **Schedule:**
 - Contract Award: April 2019
 - Substantial Completion Estimate: July 2021
 - Final Acceptance: November 2021
- **Budget and Expenditures:**

	Baseline Amount	Executed Change Orders*	Revised Amount	Expenditures*	Amount Remaining**
Contract	\$154,232,073.81	\$10,698,645.94	\$164,930,719.75	\$133,468,138.42	\$31,462,581.33
Contingency	\$15,423,207.19	-	\$4,724,561.25	-	-
Total	\$169,655,281.00	-	\$169,655,281.00	-	-

* Executed change orders and expenditures as of 11/31/20



3. Mainline Construction

18

Station:



SBTC Station – January 2021



Downtown Redlands DMU & SCRRRA Platforms – January 2021



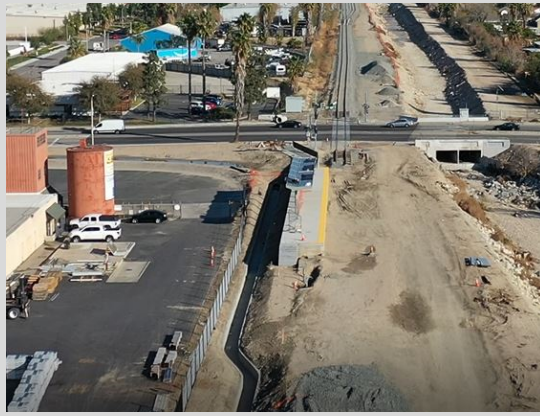
3. Mainline Construction

19

Station:



Esri Station – January 2021



Tippecanoe Station – January 2021



3. Mainline Construction

20

Station:



University Station – December 2020



University Station – January 2021



3. Mainline Construction

21

Track and Guideway:



Mountain View Track Construction & IVDA Bridge work – January 2021



Waterman Avenue Track & Civil Construction – January 2021



3. Mainline Construction

22

Bridge Structures:



Santa Ana River Bridge - January 2021



Mill Creek Zanja Bridge - January 2021



3. Mainline Construction

23

Civil Improvements:



D Street Cul-de-Sac – January 2021



Basin 9000 – January 2021



3. Mainline Construction

24

Attachment: RPRP Transit Committee Quarterly Update 2020_03 PDF [Revision 1] (7541 : Redlands Passenger Rail Project Quarterly Update)

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San Bernardino County
Transportation Authority

Minute Action

AGENDA ITEM: 11

Date: April 7, 2021

Subject:

Agreement No. 21-1002546 Federal Transit Administration Sub-recipient Agreement with Omnitrans for the Ontario International Airport Loop Project and Operations Oversight

Recommendation:

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

- A. Approve Agreement No. 21-1002546 with Omnitrans, memorializing the recipient/sub-recipient roles and responsibilities for federal fund sources administered by the Federal Transit Administration for the implementation of the Ontario International Airport (ONT) Loop Project.
- B. Authorize the Executive Director, or his designee, to approve amendments to Agreement No. 21-1002546 that are consistent with future funding allocations approved by the San Bernardino County Transportation Authority Board of Directors.
- C. Authorize staff to begin discussion with Omnitrans related to Omnitrans becoming the designated Operations Oversight Agency for the future ONT Loop service.

Background:

The San Bernardino County Transportation Authority (SBCTA) intends to construct the Ontario International Airport (ONT) Loop Project (Project), a sub-surface tunnel to serve as a direct connection to the ONT from the Rancho Cucamonga Metrolink station along the San Bernardino Line, utilizing zero-emission vehicles, with the technological potential to be autonomous. As previously presented, the Project will be implemented using multiple phases managed via an estimated five (5) separate Notices to Proceed (NTP). The SBCTA Board of Directors (Board) has allocated Congestion Mitigation and Air Quality (CMAQ) funds administered by the Federal Transit Administration (FTA), in addition to local Rail Asset Funds, to progress through the preliminary engineering and environmental approval, which includes the cost of continued legal services and the associated Project Management/Construction Management (PCM) services needed to support implementation.

SBCTA has the authority as the designated recipient to allocate FTA funds. However, it does not have the ability to receive funds directly from the FTA. Omnitrans is the direct FTA grantee for the San Bernardino Valley. As a result, SBCTA and Omnitrans have developed a direct recipient/sub-recipient working relationship to deliver projects which utilize FTA funds. Omnitrans and SBCTA executed Memorandum of Understanding (MOU) No. 15-1001289 in October 2015, setting forth the roles and responsibilities of the recipient/sub-recipient relationship. The MOU stipulates that project-specific sub-recipient agreements shall be executed, consistent with the parameters of the MOU and the specifics of the individual project. This Funding Agreement No. 21-1002546 spells out the specific recipient/sub-recipient requirements for the Project.

The Project is currently estimated to cost approximately \$85 million, and the SBCTA Board has allocated approximately \$19.1 million towards it. SBCTA staff will pursue grant funds to fill the Project funding gap as the Project progresses. Agreement No. 21-1002546, which includes \$10,982,621 of the \$19.1 million allocated to the effort, commits SBCTA, as a sub-recipient to

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Omnitrans, to comply with all FTA regulations and requirements during the implementation of the Project that Omnitrans has to commit to in order to receive any FTA funds. It is anticipated that Agreement No. 21-1002546 might need to be amended in accordance with Board-approved federal allocations as the funding plan for the Project matures. Approval of Recommendation B provides authority to the Executive Director, or his designee, to approve amendments associated with funding actions approved by the Board.

Additionally, SBCTA staff has engaged Omnitrans in a preliminary discussion about serving as the Operations Oversight Agency for the ONT Loop operations and maintenance. Since the Project is being procured as a design-build, and (limited term) operate and maintain contract, the operations oversight associated with initial service would be for the first five years of operations, as well as any subsequent operations and maintenance contracts. This is in line with the split of responsibilities within the San Bernardino Valley, where SBCTA is responsible for large-scale capital project delivery and Omnitrans is the primary rubber-tired/FTA regulated public transit operator.

SBCTA staff seeks Board approval to enter into formal discussions with Omnitrans to define project specific roles and responsibilities that Omnitrans would be assuming if SBCTA and Omnitrans mutually agree that Omnitrans serve as the Operations Oversight Agency. Key deal points to be discussed may include, but are not limited to:

- Delineation of responsibility for Operating and Maintaining the vehicles and direct service equipment, technology associated with operating the service, maintenance of the tunnel and associated tunnel infrastructure, maintenance of the stations, equipment ownership/leasing responsibilities.
- Delineation of responsibility for operating policies, service delivery requirements, fare policy, and related reporting & metrics.
- Delineation of responsibilities for service-related and capital asset-related insurance policies.
- Funding, costs, administrative overhead, staffing levels and requirements.
- Pre-revenue service responsibilities and requirements, testing, certification, and acceptance responsibilities.
- Marketing, Customer Information, Reservation/Booking Technology responsibilities.
- Safety & Security responsibilities.

While the discussion is similar to the initial intent for Omnitrans to serve as the Operations Oversight Agency for the Arrow service, there are significant differences between Arrow and the ONT Loop that make Omnitrans the most appropriate long-term operator of the ONT Loop service. The two key factors are:

- The ONT Loop will be operated by rubber tire vehicles, which is Omnitrans' core service delivery model; and,
- As a rubber tire public transit service, the Project is most likely to be regulated by the FTA, which is Omnitrans' core federal regulatory partner.

As such, the ONT Loop operations is more consistent with Omnitrans' core service profile than was the Arrow. Subsequent to the discussions, a formal agreement will be developed to be presented to both agencies' Board of Directors for consideration.

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A companion agenda item was presented to the Omnitrans Administrative and Finance Committee (Committee) on March 11, 2021, discussing both Agreement No. 21-1002546 and the Operations Oversight Agency role. The Committee recommended the Omnitrans Board of Directors approve the item at its April 7, 2021 meeting.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on March 11, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreements.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail Programs

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

General Contract Information

Contract No: 21-1002546 Amendment No.: N/A
 Contract Class: Receivable Department: Transit
 Customer ID: 01568 Customer Name: Omnitrans
 Description: FTA Subrecipient Agreement with Omnitrans for the Tunnel to ONT project
 List Any Accounts Payable Related Contract Nos.: MOU 15-1001289

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

Contract Authorization

Board of Directors Date: 04/07/2021 Board Item # 7538

Contract Management (Internal Purposes Only)

Zero Dollar MOU/COOP/JPA

Accounts Receivable											
Total Contract Funding:		\$ -		Funding Agreement No:		21-1002546					
Beginning POP Date:		<u>04/07/2021</u>		Ending POP Date:		<u>09/31/2026</u>		Final Billing Date:		<u>09/31/2026</u>	
Expiration Date:		<u>12/31/2039</u>									
Sub-					Sub-						
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Nancy Strickert Carrie Schindler
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: MOU only. Funds will be tracked in administrative contracts when they are available for reimbursement.

Attachment: CSS - Revised - 08-31-2020 1.21pm - Blank (7538 : Agreement No. 21-1002546 FTA Sub-recipient Agreement for ONT Loop Project

SUB-RECIPIENT AGREEMENT NO. 21-1002546

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

OMNITRANS

FOR

ONTARIO INTERNATIONAL AIRPORT (ONT) LOOP

This **AGREEMENT**, entered into as of ____ day of _____, 20____, is by and between the San Bernardino County Transportation Authority (SBCTA) (“**Sub-Recipient**”), established by the San Bernardino County Transportation Authority Act of 2017, Ch. 7 (commencing with § 130800) of Div. 12 of the Public Utilities Code, and Omnitrans, a Joint Powers Authority established pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, collectively referred to herein as the “Parties” with reference to the following facts:

RECITALS

WHEREAS, the Parties are also the parties to Memorandum of Understanding (“**MOU**”) 15-1001289 setting forth the Parties' roles and responsibilities regarding Omnitrans' receipt of Federal Transit Administration (FTA) funding grants for capital projects where SBCTA is a sub-recipient of the funding grants; and

WHEREAS, MOU 15-1001289 requires that project-specific sub-recipient agreements approved by the Parties will be consistent with the parameters of the MOU; and

WHEREAS, Sub-Recipient intends to construct the Ontario International Airport (ONT) Loop Project (“**PROJECT**”), a tunnel connection for zero-emission vehicles, initially utilizing drivers with the ability to transition to autonomous vehicles, linking the Rancho Cucamonga Metrolink Station and Ontario International Airport and built in a way that allows for capacity and geographic expansion; and

WHEREAS, Omnitrans is the direct recipient, or grantee, of funds from the FTA, and Sub-Recipient, as a subgrantee/ subrecipient of those funds, will use the funds for the planning, design, and/ or construction of the Project; and

WHEREAS, this **AGREEMENT** describes the respective responsibilities of Sub-recipient and Omnitrans for funding capital expenses for the Project in connection with Omnitrans Fiscal Year 2020/2021 CMAQ Grant Agreement, which will be attached hereto as **EXHIBIT A** (the “**CMAQ**”

Contract No. 21-1002546

Grant Agreement for the SBCTA ONT Loop Project”) once it is complete and becomes available for inclusion; and

WHEREAS, the amount for the Sub-recipient to withdraw upon the date of the grant execution in the FTA TrAM system is:

CMAQ funds for San Bernardino County Transit Authority Ontario International Airport (ONT) Loop Project	\$ 10,982,621
Total	\$ 10,982,621

WHEREAS, Sub-recipient desires to use such grant funds for preliminary engineering and environmental work and to provide Project Management/Construction Management (PCM) services to oversee the delivery of a tunnel connection from the Rancho Cucamonga Metrolink Station to the Ontario International Airport (ONT) using emerging technology; and

WHEREAS, as a Sub-recipient receiving CMAQ funds, Sub-recipient desires to undertake the Project and comply with all provisions of the Grant Agreements and applicable federal, state and local laws, guidance and regulations, including FTA Circular 9070.1G and FTA Circular 5010.1E, pertaining to the management of federally funded assets (“**Applicable Law**”); and

WHEREAS, the Parties anticipate amendments to this **AGREEMENT** will be required as additional FTA funding is approved for the **PROJECT**.

NOW, THEREFORE, Sub-Recipient and Omnitrans do hereby mutually agree as follows:

1. GENERAL INFORMATION

1.1 The Parties agree that the above referenced Recitals are true and correct in all respects and are incorporated herein by this reference.

1.2 To the extent feasible, and except as specifically modified herein, the obligations of the Parties contained in MOU 15-1001289 (“**EXHIBIT C**”) shall remain in full force and effect and shall be executed in accordance with MOU 15-1001289 and this agreement.

2. TERM

2.1 This Agreement shall terminate upon the rejection of any grant application for the Project by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than September 31, 2026, except that the indemnification provision of this Agreement shall remain in effect until terminated or modified, in writing, by mutual agreement of the Parties. Either Party may terminate this Agreement for breach with written notice to the other Party and if the breaching Party does not take sufficient steps to remedy the claimed breach within ten (10) business days.

3. SUB-RECIPIENT COVENANTS AND RESPONSIBILITIES

3.1 Sub-Recipient shall continue to perform its Covenants and Responsibilities set forth in Article II of MOU 15-1001289 and all other obligations and covenants it has to Omnitrans under MOU 15-1001289, the terms of which are incorporated herein by reference, in addition to the obligations and covenants outlined in this Agreement.

3.2 Sub-Recipient shall provide to Omnitrans all information reasonably needed for any FTA funding grant applications Omnitrans may submit to FTA or required for the subsequent administration of awarded grants for the benefit of the Project.

3.3 Work that will be reimbursed (“**Disbursement Request**”) under the terms of this Agreement may not be invoiced by Sub-Recipient to Omnitrans until the grant application is approved and funding is made available to Omnitrans by the FTA. Funding provided under this Agreement shall be utilized by Sub-Recipient solely for the Project, and for no other purpose.

3.4 Certify to Omnitrans for each Disbursement Request that, to the best of Sub-Recipient’s knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law, and that Sub-Recipient will use the disbursement as indicated in the Disbursement Request. If FTA or any Project audit determines that any CMAQ funds were not spent in accordance with applicable federal rules and regulations, Sub-Recipient shall be solely responsible for reimbursement of all such improperly expended funds. The funds shall be reimbursed to the agency identified by Omnitrans with a notice to Omnitrans that the reimbursement was accomplished within the timeframe specified by Omnitrans.

3.5 Sub-Recipient shall be responsible for all design and construction phase activities of the Project. Only PCM costs related to tunnel activities that are eligible for FTA reimbursement shall be invoiced under this Agreement, and Sub-Recipient shall comply with all FTA grant funding requirements, including, but not limited to, complying with all FTA requirements and other requirements for bidding and contract administration. In addition, Sub-Recipient shall ensure that the tunnel activities are conducted in accordance with all applicable state, federal and local laws, rules and regulations, with all due diligence and in a skillful and competent manner. Sub-Recipient will ensure all Project delivery is performed in compliance with FTA's Third-Party Contracting Guidance, Circular 4220. 1F, and all other applicable requirements as described in this Agreement. Sub-Recipient and/or its contractors shall obtain all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work required to complete the Project. Sub-Recipient and/or its contractors shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

3.6 Sub-Recipient shall notify Omnitrans of any changes in the scope or description of the Project and shall consult with Omnitrans on any material changes that impact the associated costs to construct the Project that would affect the administration of any FTA funding grant.

3.7 Sub-Recipient shall comply with all requirements of the FTA Master Agreement FY 2020/2021, DBE Implementation Agreement for Subrecipients, and with any additional requirements applicable to the grant for the Project. All FTA requirements and guidelines as summarized in the FTA Master Agreement are incorporated herein by reference. Such compliance shall include, but is not limited to, submitting to Omnitrans on a quarterly basis all reports that document the progress of the Project implementation, including task completion status, budget status, and adherence to project schedule. Sub-Recipient shall be responsible for complying with all applicable FTA legal requirements and standard clauses in its contracts to be funded under this Agreement and will ensure that such requirements and standard clauses flow down to the lowest tier required under the FTA requirements.

3.8 All Sub-Recipient contracts funded under this Agreement shall include a clause allowing Sub-Recipient to terminate such contract for convenience, including for failure to receive sufficient federal funds to complete the work under such contract.

3.9 Sub-Recipient shall require all PCM contractors or consultants to provide sufficient insurance for the work contemplated under the contract, and shall require that its contractor include Omnitrans as an additional insured and an indemnified party under such contract, with protection provided to Omnitrans to the same extent provided to Sub-Recipient.

3.10 Sub-Recipient and its contractor(s) will provide Omnitrans the required signed Self Certification Form (“**Exhibit B**”), by July 31 of each year, in accordance with FTA audit requirements.

3.11 Sub-Recipient will provide Omnitrans a copy of its annual single audit for each fiscal year, in accordance with FTA audit requirements.

3.12 Sub-Recipient shall timely provide all information needed for quarterly reporting and milestone updates to Omnitrans so Omnitrans can prepare and submit to the FTA all reports and updates; in no event shall such information be provided later than fifteen (15) days prior to the required date of submission to the FTA.

3.13 Sub-Recipient shall maintain all books, papers, records, and accounting records, including but not limited to all direct and indirect costs allocated to the Project, cost proposals with backup data, and all other material relating to the Project. Sub-Recipient shall, upon request, make all such materials available to Omnitrans, any representative of FTA or the federal government or their designees at any reasonable time during the term of the Agreement and continuing for three (3) years from the date of Sub-Recipient’s final payment for project expenses. Any contract entered into as a result of this Agreement shall contain all of the provisions of this paragraph.

3.14 All Sub-Recipient actions contemplated by this Agreement shall be undertaken in compliance with the terms of the grants which are being sought or entered into and with all applicable law.

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3.15 In the event Sub-Recipient fails to comply with any federal contracting and procurement requirements, Sub-Recipient shall be solely responsible for any penalties, reimbursement of funds, costs of investigation, and remedy of such failure.

3.16 If it is determined pursuant to an FTA audit that Sub-Recipient has improperly expended any funds provided by Omnitrans pursuant to this Agreement, Sub-Recipient shall, at the direction of Omnitrans, reimburse the full amount of such improperly expended funds to FTA or Omnitrans within thirty (30) days of Omnitrans' written notice.

3.17 Certify to Omnitrans for each Disbursement Request that, to the best of Sub-Recipient's knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law, and that Sub-Recipient will use the disbursement as indicated in the Disbursement Request. If the FTA or any Project audit determines that any CMAQ funds were not spent in accordance with applicable federal rules and regulations, Sub-Recipient shall be solely responsible for reimbursement of all such improperly expended funds. The funds shall be reimbursed to the agency identified by Omnitrans with a notice to Omnitrans that the reimbursement was accomplished within the timeframe specified by Omnitrans.

3.18 Sub-Recipient represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Sub-Recipient's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.

4. OMNITRANS COVENANTS AND RESPONSIBILITIES

4.1 Omnitrans shall continue to perform its Responsibilities and Covenants set forth in Article III of MOU 15-1001289 and all other obligations and covenants it has to Sub-Recipient under MOU 15-1001289, in addition to the obligations and covenants outlined in this Agreement.

4.2 As the FTA grantee, Omnitrans will submit FTA grant applications, mutually agreed upon with Sub-Recipient, for the tunnel implementation needs. Omnitrans will pass through to SBCTA any FTA grant funds awarded for the Project.

4.3 Omnitrans will sign all documents related to any grant application and award, upon receipt of assurances from Sub-Recipient as Omnitrans may reasonably require.

4.4 Omnitrans will disburse to Sub-Recipient FTA grant funds for the Project, provided the grant funds are available to Omnitrans, pursuant to the following procedure:

- a. Sub-Recipient shall submit a Disbursement Request to Omnitrans, which shall consist of a written invoice specifying the amount requested to be disbursed, an explanation of the purpose of the disbursement, and such additional supporting documentation and background information as Omnitrans may reasonably require, including the following:
 - 1) The total amount incurred, the amount allocated to federal funds, and the amount allocated to local funds;

- 2) A detailed breakdown of work tasks completed; and
 - 3) A detailed breakdown of labor, material, direct, and indirect costs, including backup information such as time sheets, copies of checks, and copies of receipts, as necessary to satisfy FTA audit requirements.
- b. Each Disbursement Request shall be accompanied by a written certification by Sub-Recipient's Director of Transit and Rail that such Disbursement will not violate the terms of the grant or applicable law, and that Sub-Recipient will use the Disbursement for the purpose indicated in the Disbursement Request.
 - c. Within five (5) business days of the receipt of a Disbursement Request and accompanying certification, Omnitrans shall notify Sub-Recipient as to any additional supporting documentation and background information required.
 - d. If the Disbursement Request is submitted before the 15th day of each month, Omnitrans shall, not later than the fifth business day of the following month: (i) disburse (including through electronic transfer of funds, if Sub-Recipient so requests and provides the necessary information prior to the date of payment) all or that portion of the requested funds which it reasonably believes it can disburse without violating the terms of the grant or applicable law; and (ii) if applicable, notify Sub-Recipient why it reasonably believes it is unable to disburse all of the requested funds without violating the terms of the grant or applicable law.
 - e. In the event Omnitrans has a good faith and reasonable belief that disbursement of funds would constitute a violation of the terms of the grant or applicable law, it may withhold disbursement until it is reasonably determined that disbursement would not violate the terms of the grant or applicable law. Upon receipt of a determination by the FTA or other applicable agency, or of a legal opinion from an attorney acceptable to both Parties, advising that disbursement will not violate the terms of the grant or applicable law, Omnitrans will release the requested funds within five (5) business days.
 - f. To the extent that the FTA advises Omnitrans that a disbursement would constitute a violation of the terms of either the Grant Agreements or Applicable Law, Omnitrans shall have no obligation to disburse such funds. Notwithstanding any Sub-Recipient certification, Omnitrans may solicit, at Sub-Recipient's expense, a legal opinion from competent counsel of its choice if Omnitrans has a good faith and reasonable question about whether a disbursement will result in a violation of the terms of the Grant Agreements or of Applicable Law, which legal opinion may be shared with Sub-Recipient at the sole discretion of Omnitrans.
 - g. Omnitrans shall timely prepare and submit to the FTA all required periodic reports and milestone updates, so long as it timely receives all necessary information from Sub-Recipient.
 - h. Omnitrans shall conduct itself so that any aspect of Omnitrans' participation in this Agreement and the actions required of it hereunder complies with the terms of the grant sought and all applicable law.
 - i. Omnitrans shall comply with all requirements of the FTA Master Agreement, including submission to the FTA on a quarterly basis of reports that document the status of the Sub-Recipient's Project implementation progress, including task completion status and budget status, provided that Sub-Recipient has timely submitted such information to Omnitrans as required under this Agreement.

4.5 It is anticipated that this sub-recipient agreement will be in place for four years. The administrative fee assessed by Omnitrans will not exceed \$1,000 per month based on an anticipated investment of 5 hours per month for Project-related activities, and will not exceed \$48,000 without an amendment to this Agreement.

4.6 The CEO/General Manager of Omnitrans, or their designee, shall exercise the rights of Omnitrans under this Agreement including, without limitation, accepting the certifications of Sub-Recipient required under the terms of this Agreement. The Executive Director of Sub-Recipient, or their designee, shall exercise the rights of Sub-recipient under this Agreement; however, any certifications of Sub-Recipient required under the terms of this Agreement shall be provided only by the Executive Director or such other designated representative of Sub-Recipient as is specified by action of the Sub-Recipient's governing body evidenced in writing. Sub-Recipient shall not subcontract any portion of the work required by this Agreement without prior written approval of Omnitrans.

4.7 Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing board and that the persons signing this Agreement on its behalf have the necessary authority to do so.

5. WARRANTIES

5.1 Sub-Recipient warrants to Omnitrans that:

- a. Sub-Recipient has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the CMAQ grant funds (the "Match Obligation") as outlined in the notice of funding from which applicant was awarded.
- b. To Sub-Recipient's knowledge, Omnitrans' prior submission of the CMAQ grant application on behalf of Sub-Recipient has not and will not violate the terms of the Grant Agreements or any provision of the Applicable Law.
- c. Sub-Recipient will conduct itself so that all aspects of the Project and any aspect of Sub-Recipient's participation in this Agreement, including the actions contemplated by this Agreement, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
- d. Sub-Recipient will use the disbursements for the purposes indicated in its Disbursement Request and only for eligible expenses pursuant to the Grant Agreements and Applicable Law.
- e. Sub-Recipient will agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments thereto.
- f. Sub-Recipient will comply with all requirements of the FTA Master Agreement, found at <https://www.transit.dot.gov/sites/fta.dot.gov/files/2020-12/FTA-Master->

Agreement-FY-2021.pdf, including recordkeeping and submission to Omnitrans on a quarterly basis, of reports that document the status of the Project's implementation progress, including task completion status, budget status, and adherence to the Project, as defined in the grant applications.

6. INSURANCE

6.1 Sub-Recipient shall require all contractors or consultants hired to perform work or services on the Project to obtain and require their sub-consultants and sub-contractors to obtain, insurance of the types and at the minimum, the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last. Upon request, Sub-Recipient will provide written certificates evidencing compliance to Omnitrans.

6.2 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two (2) times the occurrence limit. Such insurance shall:

- a. Name Omnitrans, its officials, officers, employees, agents, and consultants as an additional insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;
- b. Be primary with respect to any insurance or self-insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
- c. Contain standard separation of insured provisions.

6.3 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

6.4 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

7. FORCE MAJEURE

7.1 An "Uncontrollable Force" ("**Force Majeure**") is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural

catastrophes; epidemic; war, riot, civil disturbance or disobedience; strike or labor dispute; action or inaction of legislative bodies, judicial bodies, regulatory agencies or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which render a Party unable to perform its obligations under this AGREEMENT. In no event shall any Uncontrollable Force excuse the obligation to issue disbursements to Sub-Recipient as soon as Omnitrans is reasonably able to do so, unless such disbursements may no longer be used for eligible expenses due to an Uncontrollable Force.

7.2 Subject to Section 7.1, neither Party shall be considered to be in default in the performance of any of the obligations contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.

7.3 If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected, provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required before resuming performance; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

7.4 If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance of the Parties.

8. INDEMNIFICATION

8.1 Sub-Recipient agrees to indemnify, defend and hold harmless Omnitrans and its directors, officials, officers, employees, contractors, agents and volunteers (collectively the "Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement, including the acts, errors, or omissions of Sub-Recipient, its contractors and consultants, and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. Sub-Recipient's indemnification obligation does not apply to Indemnitees' reckless negligence or willful misconduct.

9. NOTICES

9.1 All notices and correspondence, including invoices, between the Parties shall be in writing and shall be deemed to have been given when actually delivered, if personally delivered or transmitted by overnight courier service, or, if mailed, three (3) business days after being deposited in the United States mail, postage prepaid, return receipt requested, to the addresses noted below:

OMNITRANS	SBCTA
Attn: Erin Rogers	Attn: Carrie Schindler
CEO/General Manager	Director of Transit and Rail Program
1700 W. Fifth St	1170 W. 3 rd St, 2 nd Floor
San Bernardino, CA 92411-2499	San Bernardino, CA 92410-1715

Any Party may change its address for receipt of written notice by notifying the other Party in writing of a new address for delivering notice.

10. MISCELLANEOUS

10.1 There are no third-party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

10.2 All costs referred to throughout this Agreement include all direct costs attributable to such work, applied in accordance with the State of California's standard accounting procedures and with Federal Transit Administration regulations.

11. PARTIES MUTUALLY AGREE

11.1 The term of this Agreement shall be from the date of execution of this Agreement by the Parties to Sub-Recipient's issuance of notice of final acceptance of the Project, including submission of all required reports, unless earlier terminated pursuant to the provisions herein.

11.2 If after this Agreement is in effect, any action or proceeding of any nature shall be commenced by a Party seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorneys' fees, expert witness fees and other related litigation expenses and costs.

11.3 The terms of this Agreement may be modified only by a writing signed by both Parties. A waiver of any term, condition or covenant of this Agreement shall not be deemed to be a continuing waiver nor a waiver of any other term, condition or covenant.

Contract No. 21-1002546

11.4 This Agreement shall be binding on the successors and assigns of the Parties, but may not be assigned by Sub-Recipient without written approval from Omnitrans, which approval shall not be unreasonably withheld or delayed.

11.5 Whenever review, consent, or approval of any Party is required, such review, consent or approval may not be unreasonably delayed or withheld.

11.6 This Agreement No. 21-1002546 and MOU 15-1001289 constitute the entire understanding of the Parties with respect to the subject matter hereof, and there are no other representations, promises, warranties, covenants, or undertakings with respect thereto. In the event of a conflict between this Agreement and MOU 15-1001289, Agreement No. 21-1002546 prevails.

11.7 Except as provided in 11.6, above, this Agreement constitutes the sole and entire agreement between the Parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing and signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement, with the exception of MOU 15-1001289. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.

11.8 As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.

11.9 This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end.

11.10 Each of the Parties shall timely execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.

11.11 This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.

11.12 This Agreement shall be deemed an agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws. All parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in San Bernardino County, California.

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

FINAL DRAFT

Contract No. 21-1002546

SIGNATURE PAGE TO SUB-RECIPIENT FUNDING AGREEMENT FOR CMAQ FUNDS

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the day and year first written above.

OMNITRANS

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Erin Rogers, CEO/General Manager

By: _____
Frank J. Navarro, President

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Omnitrans Counsel

By: _____
Julianna Tillquist
SBCTA General Counsel

FINAL DRAFT

Attachment: Sub Recipient Agreement No 21 10022546 GC PDF (7538 : Agreement No. 21-1002546 FTA Sub-recipient Agreement for ONT Loop

Contract No. 21-1002546

EXHIBIT A
CMAQ Grant Agreement for the ONT Loop Project
(TO BE ADDED WHEN IT BECOMES AVAILABLE)

FINAL DRAFT

Attachment: Sub Recipient Agreement No 21 10022546 GC PDF (7538 : Agreement No. 21-1002546 FTA Sub-recipient Agreement for ONT Loop

EXHIBIT B
Annual FTA Self-Certification Form

FINAL DRAFT

Attachment: Sub Recipient Agreement No 21 10022546 GC PDF (7538 : Agreement No. 21-1002546 FTA Sub-recipient Agreement for ONT Loop

OMNITRANS SUB-RECIPIENT
ANNUAL FTA COMPLIANCE SELF-CERTIFICATION
FY 2020

Sub-Recipient: _____

Grant No.(s): _____

Project Description: _____

The following declarations and information are hereby provided related to the above-referenced FTA-funded project during the past fiscal year:

I. GENERAL CERTIFICATIONS (to be completed by all sub-grantees)

A. Financial

1. Do you have the financial capacity to match FTA grant funds/FTA funded grant projects? Yes____ No____
2. Are your invoices being properly recorded and sent to Omnitrans by a supervising project manager with knowledge of FTA Compliance? Yes____ No____
3. Are indirect costs being charged to grants? Yes____ No____
If yes, do you have a cost allocation plan to support indirect administrative costs related to a grant program? Yes____ No____
4. Have annual single audits been conducted? Yes____ No____
If Yes, please supply a copy to Omnitrans.
5. Are there any unresolved compliance issues in the single audits conducted in the past three (3) years? Yes ____ No____
6. Have any internal, state, or local government audit reports had findings relating to FTA program requirements? Yes____ No____
If Yes, please supply a copy to Omnitrans

B. Technical

1. How do you monitor contractors/lessees to ensure compliance with FTA requirements?

C. Satisfactory Continuing Control

1. Did you make incidental use of any FTA-funded real property? Yes____ No____
If yes, was FTA approval obtained? Yes____ No____
Do you maintain continuing control over the property? Yes____ No____
Is revenue generated used for transit purposes? Yes____ No____

**OMNITRANS SUB-RECIPIENT
ANNUAL FTA COMPLIANCE SELF-CERTIFICATION
FY 2020**

D. Procurement

1. Do you have procurement policies and procedures that conform to applicable federal laws? Yes___ No___
2. Do any potential conflicts of interest exist between policy board members/employees and consultants /vendors/suppliers or between a management contractor and consultants/vendors/suppliers?
Yes___ No___
3. Do you allow for full and open competition for all transaction under the following methods of procurement?
 - a. Micro-Purchases (\$2,500 or less) Yes___ No___
 - b. Small Purchases (More than \$2,500, but not more than \$100,000)
Yes___ No___
 - c. Sealed Bids/Invitation for Bid (IFB) Yes___ No___
 - d. Competitive Proposals/Request for Proposals (RFP) Yes___ No___
 - e. Architectural and Engineering Services (A&E) Yes___ No___
 - f. Revenue Contracts Yes___ No___

E. Disadvantaged Business Enterprise (DBE)

1. Did you receive any complaints alleging that you did not comply with the DBE regulations in the past three (3) years? Yes___ No___
2. Did you award a contract to a firm that did not meet a specific DBE contract goals? Yes___ No___

If Yes, how was it determined if “good faith efforts” by the firm were sufficient?

F. Lobbying

1. Has the grantee included the lobbying clause in all agreements and procurement solicitations exceeding \$100,000? Yes___ No___
2. Has the grantee used non-federal funds for lobbying activities? Yes___ No___

If yes, have the proper disclosures been made and filed with FTA on standard form LLL? Yes___ No___

Have all disclosures been updated quarterly if needed and so reported?
Yes___ No___

G. Title VI – Civil Rights Compliance

**OMNITRANS SUB-RECIPIENT
ANNUAL FTA COMPLIANCE SELF-CERTIFICATION
FY 2020**

1. Have you received any Title VI complaints during the past year?
Yes _____ No _____

H. Public Comment Process for Fare and Service Changes

1. Do you have a locally developed process for soliciting and considering public comments prior to a fare increase or major service reduction?
Yes _____ No _____
2. Have you raised a fare or carried out a major reduction in service in the past three (3) years? Yes _____ No _____

If Yes, describe briefly:

I. Americans with Disabilities Act (ADA)

1. Have you received any ADA-related complaints during the past year?
Yes _____ No _____

J. Safety and Security

1. Do you have a written policy on safety signed by the General Manager or the Board of Directors Chairperson? Yes _____ No _____
2. Do you have a written system safety program plan (SSPP) for its transit services?
Yes _____ No _____

K. Drug-Free Workplace

1. Have you established a drug-free workplace according to state and federal requirements? Yes _____ No _____
2. Has any employee reported to you a criminal conviction for a drug statute violation that occurred in the workplace? Yes _____ No _____
- If yes, was the FTA notified? Yes _____ No _____

L. Drug and Alcohol Program

1. Do you and/or your contractors and subcontractors have a drug and alcohol testing program for safety sensitive employees as defined by FTA?
Yes _____ No _____
2. Do you and/or your contractors and subcontractors conduct the following drug and alcohol tests:

**OMNITRANS SUB-RECIPIENT
ANNUAL FTA COMPLIANCE SELF-CERTIFICATION
FY 2020**

- i. Pre-Employment (drugs only)? Yes_____ No_____
- ii. Random? Yes_____ No_____
- iii. Post-Accident? Yes_____ No_____
- iv. Reasonable suspicion? Yes_____ No_____
- v. Return to duty? Yes_____ No_____
- vi. Follow-up? Yes_____ No_____

3. Do you and/or your contractors and subcontractors use drug testing laboratories certified by the U.S. Department of Health and Human Services (DHHS)?
Yes_____ No_____

M. Equal Employment Opportunity (EEO)

1. Who at your agency is responsible for ensuring that EEO obligations are fulfilled?
2. Have you received any EEO complaints during the past three (3) years?
Yes_____ No_____

II. FACILITY CERTIFICATIONS (to be completed only for facility projects, i.e. transit centers, bus shelters, etc.)

A. Satisfactory Continuing Control

1. Did you dispose of any FTA-funded real property or equipment?
Yes_____ No_____

If yes, please attach a list of the property/equipment disposed of to this form.

2. Was any real property or equipment removed from public transit service before the end of its service life? Yes_____ No_____

If yes, was FTA notified? Yes_____ No_____

B. Maintenance

**OMNITRANS SUB-RECIPIENT
ANNUAL FTA COMPLIANCE SELF-CERTIFICATION
FY 2020**

1. Do you have a current written maintenance plan for your federally funded facilities and equipment? Yes _____ No _____
2. Does the plan include a program of inspections and preventative maintenance activities to ensure that assets are protected from deterioration and reach their maximum useful life? Yes _____ No _____
3. Does the maintenance plan prescribe a record keeping system for permanently recording the maintenance history of the equipment/facility? Yes _____ No _____
4. Are your federally funded facilities/equipment being maintained on time and in accordance with your maintenance plan? Yes _____ No _____

C. Procurement

1. Have all construction contracts greater than \$2,000, incorporated the Davis-Bacon Act Requirements? Yes _____ No _____
2. Have you included a Buy America provision for all procurement of steel, iron and manufactured products, except products with a waiver or small purchases of \$100,000 or less? Yes _____ No _____
3. Have you obtained and retained Buy America certifications from successful vendors for purchases of more than \$100,000? Yes _____ No _____

III. VEHICLE CERTIFICATIONS (to be completed only for rolling stock procurements, i.e. paratransit vehicles, buses, support vehicles, etc.)

A. Satisfactory Continuing Control

1. Do you have equipment records that provide the following information:
 - i. Description? Yes _____ No _____
 - ii. I.D. Number? Yes _____ No _____

**OMNITRANS SUB-RECIPIENT
ANNUAL FTA COMPLIANCE SELF-CERTIFICATION
FY 2020**

- iii. Acquisition date? Yes_____ No_____
- iv. Cost? Yes_____ No_____
- v. Federal percentage? Yes_____ No_____
- vi. Grant Number? Yes_____ No_____
- vii. Location? Yes_____ No_____
- viii. Use and condition? Yes_____ No_____
- ix. Disposition action? Yes_____ No_____
- x. Vested title? Yes_____ No_____

2. Did you dispose of any FTA-funded real property or equipment?
Yes_____ No_____

If yes, please attach a list of the property/equipment disposed of to this form.

3. Was any real property or equipment removed from public transit service before the end of its service life? Yes_____ No_____

If yes, was FTA notified? Yes_____ No_____

4. Do you have any federally funded equipment that is operated by contractors?
Yes_____ No_____

If yes, do you maintain control of the equipment? Yes_____ No_____

5. Please update the attached list of all FTA-funded equipment with the current odometer reading for each of your vehicles listed.

B. Maintenance

1. Do you or your contractor have a current written vehicle maintenance plan for your federally funded rolling stock? Yes_____ No_____
2. Is the written maintenance plan you use consistent with the manufacturer's minimum maintenance requirements for vehicles under warranty?
Yes_____ No_____

**OMNITRANS SUB-RECIPIENT
ANNUAL FTA COMPLIANCE SELF-CERTIFICATION
FY 2020**

3. Are your vehicle preventative maintenance inspections completed on time and consistent with your established maintenance plan? Yes_____ No_____
4. Are maintenance procedures for wheelchair lifts and other accessibility equipment included in your maintenance plan and preventative maintenance inspections?
Yes_____ No_____
5. Are lifts and accessibility features repaired promptly as required by the DOT ADA regulations? Yes_____ No_____

C. Procurement

1. Have you included a Buy America provision for all procurement of steel, iron and manufactured products, except products with a waiver or small purchases of \$100,000 or less? Yes____ No____
2. Have you obtained and retained Buy America certifications from successful vendors for purchases of more than \$100,000? Yes____ No____

D. Charter Service

1. Have you used any federally funded rolling stock for charter service?
Yes____ No____

If yes, was all charter service incidental service? Yes_____ No_____

If yes, were records kept to fully recover the life of the property (i.e. were charter use days/miles subtracted from vehicles total service days/miles)?
Yes_____ No_____
2. Have any complaints been filed alleging that you have conducted charter service in violation of FTA regulations? Yes_____ No_____

E. School Bus

1. Have you operated exclusive school bus service? Yes_____ No_____
2. Have you provided school "tripper service?" Yes_____ No_____

OMNITRANS SUB-RECIPIENT
ANNUAL FTA COMPLIANCE SELF-CERTIFICATION
FY 2020

By signing below, I, on behalf of the aforementioned subgrantee, declare that the information provided within this certification is true and correct to the best of my knowledge and that I am authorized to make this declaration on behalf of my agency.

Signature

Date

Print Name

Title

By signing below, I, as the aforementioned subgrantee's contractor, declare that the information provided as it pertains to my operations for said subgrantee is true and correct to the best of my knowledge and that I am authorized to make this declaration on behalf of my firm.

Signature

Date

Agency/Company Name

FINAL DRAFT

EXHIBIT C
MOU 15-1001289
BETWEEN
OMNITRANS
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS

FINAL DRAFT

MOU 15-1001289
Between
Omnitrans
and
San Bernardino Associated Governments

This Memorandum of Understanding (MOU) is made and entered into by and between Omnitrans, a joint powers authority (OMNITRANS) and San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission, (SANBAG) to outline future project management costs for Omnitrans to assist SANBAG in receiving Federal Transit Administration (FTA) for future projects.

WHEREAS, OMNITRANS is an eligible direct recipient of FTA funds and processes grant applications through FTA on an annual basis; and

WHEREAS, SANBAG will use federal funding for delivery of various projects in the San Bernardino Valley subarea under the jurisdiction of FTA; and

WHEREAS, SANBAG is not an eligible direct recipient of FTA funding and needs assistance to receive this funding; and

WHEREAS, OMNITRANS, as an FTA Grantee, has the staff and other resources to provide such assistance to SANBAG.

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions herein, SANBAG and OMNITRANS agree as follows:

- I. TERM. This MOU shall be effective for five years from the date approved by the last party, but may be terminated earlier or extended by mutual consent.
- II. SANBAG RESPONSIBILITIES:
 - A. SANBAG will notify OMNITRANS on a project-by-project basis of the need for assistance in receiving FTA funding and provide the required project information.
 - B. SANBAG will prepare project-specific subrecipient agreements for review and approval by both SANBAG and OMNITRANS that are consistent with the parameters of this MOU.
 - C. SANBAG will work with OMNITRANS to prepare a transfer request if such funding needs to be transferred from the Federal Highway Administration (FHWA) to the FTA.
 - D. SANBAG shall reimburse OMNITRANS for the actual cost of managing and monitoring subrecipient agreements and federal grant funding as identified on project-specific invoices.

E. SANBAG shall comply with all requirements of the FTA Master Agreement that coincides with the year of grant submittal.

F. SANBAG shall submit to OMNITRANS on a quarterly basis reports that document the status of the project, including task completion status and budget status as needed by FTA.

G. SANBAG shall conduct itself so that any aspect of OMNITRANS' participation in this MOU and the actions required of it hereunder will be in compliance with the terms of the grant that is being sought and with applicable law.

III. OMNITRANS RESPONSIBILITIES

A. OMNITRANS will review project-specific subrecipient agreements for approval by both SANBAG and OMNITRANS that are consistent with the parameters of this MOU.

B. OMNITRANS, as the FTA Grantee, will submit grant applications to the FTA to obtain funding for SANBAG.

C. OMNITRANS will work with SANBAG to prepare a transfer request if such funding needs to be transferred from the Federal Highway Administration (FHWA) to the FTA.

D. OMNITRANS agrees to charge SANBAG only for actual costs incurred for managing and monitoring subrecipient agreements. Federal grant funding will not include a deduction for OMNITRANS' flat Cost Allocation Plan (CAP) fee. OMNITRANS will submit invoices to SANBAG for actual costs incurred.

E. OMNITRANS shall comply with all requirements of the FTA Master Agreement that coincides with the year of grant submittal.

F. OMNITRANS shall conduct itself so that any aspect of SANBAG's participation in this MOU and the actions required of it hereunder will be in compliance with the terms of the grant that is being sought and with applicable law.

IV. THE PARTIES MUTUALLY AGREE:

A. That this MOU and its content will be used in creating subrecipient agreements between OMNITRANS and SANBAG.

B. Neither SANBAG, nor any related entity, officer, director, member, employee or contractor thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by OMNITRANS in connection with the ongoing program or in connection with any work SANBAG delegated to OMNITRANS under this Contract. It is understood and agreed that, pursuant to Government Code Section 985.4, OMNITRANS shall fully defend, indemnify and save harmless SANBAG, its related entities, officers, directors, members, employees and

contractors 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) or damage occurring by reason of anything done or omitted to be done by OMNITRANS in connection with any work SANBAG delegated to OMNITRANS under this Contract. OMNITRANS's indemnification obligation applies to SANBAG's passive negligence but does not apply to SANBAG's, "sole negligence" or "willful misconduct" within the meaning of Civil code Section 2782.

Neither OMNITRANS, nor any officer, director, employee or contractor thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG in connection with the ongoing program or in connection with any work under this Contract. It is understood and agreed that, pursuant to Government Code Section 985.4, SANBAG shall fully defend, indemnify and save harmless OMNITRANS, its officers, directors, employees and contractors 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) or damage occurring by reason of anything done or omitted to be done by SANBAG in connection with any work under this Contract. SANBAG's indemnification obligation applies to OMNITRANS's passive negligence but does not apply to OMNITRANS's "sole negligence" or "willful misconduct" within the meaning of Civil code Section 2782

V. NOTICES

When notices are required, such notices shall be provided in writing, sent by mail to the appropriate address listed below:

OMNITRANS: P. Scott Graham
Chief Executive Officer/General Manager
700 W Fifth Street
San Bernardino, CA 92411

SANBAG: Ray Wolfe
Executive Director
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715

VI. INVALID CONDITIONS:

If any one or more terms, conditions or promises of this MOU shall to any extent be judged invalid, void, voidable or unenforceable by a court of competent jurisdiction, the remaining terms shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

VII. LEGAL FEES

In the event of any contract dispute hereunder, each party to this MOU shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

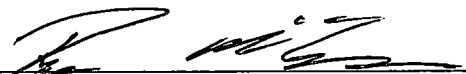
VIII. CONCLUSION

- A. This MOU constitutes an integrated agreement, expressing the understanding of the parties concerning the subject matter of this agreement, and it supersedes all prior understandings, whether oral or written, express or implied.
- B. This MOU may be executed in counterparts. When executed by all parties, each counterpart shall be deemed an original irrespective of the date of execution and shall together constitute one and the same MOU.

IN WITNESS THEREOF, the authorized parties have signed below:

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**

OMNITRANS


 Ryan McEachron
 President

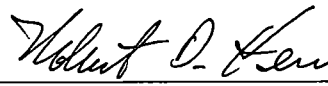

 Sam Spagnolo
 Chair

Date: 10/15/15

Date: 9-2-15

Approved as to Form:

Approved as to Form:


 Eileen Monaghan Teichert
 SANBAG General Counsel


 Carol Greene
 OMNITRANS Legal Counsel

FINAL DRAFT

AMENDMENT NO. 1 TO MOU 15-1001289**BETWEEN****OMNITRANS AND SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

This AMENDMENT No. 1 to Memorandum of Understanding (MOU) 15-1001289 is made and entered into by and between the San Bernardino County Transportation Authority (SBCTA) and Omnitrans, a joint powers authority (OMNITRANS) for project management costs for OMNITRANS to assist SBCTA in receiving Federal Transit Administration funds for projects. SBCTA and OMNITRANS collectively are referred to herein as PARTIES.

WITNESSETH

WHEREAS, on October 15, 2015, PARTIES entered into MOU 15-1001289 which defined the PARTIES' roles and responsibilities with regard to OMNITRANS' assisting SBCTA in accessing Federal Transit Administration (FTA) funds for projects, and for reimbursement to OMNITRANS for project management costs to process the FTA grant applications and necessary documents; and

WHEREAS, the PARTIES have continued to work together to enter into project-specific subrecipient agreements consistent with the MOU, such as for the Redlands Passenger Rail Project and West Valley Connector; and

WHEREAS, PARTIES desire to amend the MOU to extend the term for an additional five years as allowed by mutual consent under the original agreement, to allow the PARTIES to work together to complete projects underway and other projects requiring FTA funding during the term.

NOW, THEREFORE, PARTIES agree to the following:


1. All references to SANBAG in the MOU shall mean the San Bernardino County Transportation Authority (SBCTA).
2. SECTION I. TERM is deleted and replaced with the following:

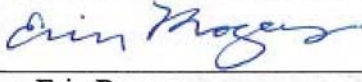
"This MOU shall commence October 15, 2015 and remain in effect until October 14, 2025, but may be terminated earlier or extended by mutual consent."
3. Except as amended by this AMENDMENT No. 1, all other provisions of this MOU shall remain in full force and effect and are incorporated herein by this reference.
4. This AMENDMENT No. 1 shall be effective upon execution by both PARTIES.

IN WITNESS WHEREOF, this AMENDMENT No. 1 has been executed by the PARTIES below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

OMNITRANS

By: 
Raymond W. Wolfe
Executive Director

By: 
Erin Rogers
CEO/General Manager


Date: 10/1/20

Date: 10/08/2020

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:  10/01/2020
Julianna K. Tillquist
General Counsel

By: 
Steve DeBaun
OMNITRANS Legal Counsel

FINAL DRAFT

Minute Action

AGENDA ITEM: 12

Date: April 7, 2021

Subject:

Approve Amendment No. 2 to Contract No. 16-1001409 with Joshua Grading & Excavating, Inc. for Railroad Right-of-Way Maintenance Services

Recommendation:

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

A. Approve Amendment No. 2 to Contract No. 16-1001409 with Joshua Grading & Excavating, Inc., for Railroad Right-of-Way Maintenance Services, contingent upon the submission of certificates of insurance demonstrating compliance with contract requirements, to extend the term to June 30, 2023.

B. Approve an increase to the not-to-exceed amount of Contract No. 16-1001409 Contract Available Authority by \$1,682,178, allocating the remaining Fiscal Year 2020/2021, 2021/2022 and 2022/2023 Weed Abatement budget for a total not-to-exceed amount of \$5,780,178 for Railroad Right-of-Way Maintenance Services.

Background:

Contract No. 16-1001409 with Joshua Grading & Excavating Inc. is for Railroad Right-of-Way Maintenance Services in the San Bernardino County Transportation Authority's (SBCTA) active and inactive right-of-ways, as well as the former right-of-way properties which have been surplused. The original contract amount was \$4,000,000 for an initial five-year term which was increased by Amendment No. 1 in the amount of \$98,000 for interim maintenance work for property acquired for the Redlands Passenger Rail Project (RPRP), as well as installation of bollards at the Metrolink stations located in the City of Montclair, City of Upland and City of Fontana.

SBCTA is one of three member agencies which currently maintains the rail right-of-way outside of the twenty-foot operational envelope which Metrolink maintains, the other agencies being the Riverside County Transportation Commission and the Orange County Transportation Authority. Direct management of the maintenance outside of the Metrolink operating envelope allows the agency to be more responsive to issues which arise upon the right-of-way and regular maintenance mitigates or prevents calls or complaints which would otherwise be made if the right-of-way were only maintained in an on-call fashion.

Staff requests approval to amend Contract No. 16-1001409 to extend the original contract term to June 30, 2023, exercising the two one-year options built into the contract, to continue to perform maintenance services for the Railroad Right-of-Way. The existing scope of work for Contract No. 16-1001409 is sufficient to allow Joshua Grading & Excavating, Inc. to maintain the RPRP constructed station improvements, currently maintained by Flatiron West, Inc., pursuant to the RPRP mainline construction contract, in the interim period between SBCTA's acceptance of Flatiron's work and commencement of commuter rail service. At that time the respective cities will assume maintenance responsibility for these improvements pursuant to their respective station cooperative agreements.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 7, 2021

Page 2

Amendment No. 2 also modernizes the contract insurance requirements which primarily result in the elimination of non-applicable lines of coverage and increases the flexibility afforded to the contractor to meet the coverage requirements. This change relieves the contractor of the burden of carrying lines of coverage which do not benefit SBCTA while increasing SBCTA's protection by closing gaps in coverage.

In addition, staff desires to increase the Contract Available Authority to \$5,780,178 by allocating the remaining Fiscal Year 2020/2021, 2021/2022 and 2022/2023 On-Call Right-of-Way Maintenance and Weed Abatement budget in the amount of \$1,682,178 to coincide with the Fiscal Year End through June 30, 2023 for the Railroad Right-of-Way Maintenance Services.

Financial Impact:

This item is consistent with the Fiscal Year 2021-2022 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on March 11, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

AMENDMENT NO. 2 TO CONTRACT NO. 16-1001409

FOR

**RIGHT OF WAY MAINTENANCE SERVICES FOR
SAN BERNARDINO, SAN GABRIEL AND REDLANDS SUBDIVISIONS**

(JOSHUA GRADING & EXCAVATING, INC.)

This AMENDMENT No. 2 to Contract No. 16-1001409 (this "Amendment") is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Joshua Grading & Excavating, Inc. ("CONSULTANT"). SBCTA and CONSULTANT are each a "Party" and collectively "Parties" herein.

RECITALS:

- A. SBCTA, under Contract No. 16-1001409, engaged CONSULTANT to provide right of way maintenance services for the San Bernardino, San Gabriel, and Redlands Subdivisions ("Contract"); and
- B. SBCTA and CONSULTANT amended the Contract with Amendment 1, to modify the Scope of Work and to increase the contract amount by \$98,000.00 for a total Contract Not-To-Exceed amount of \$4,098,000.00 ("Amendment 1"); and
- C. SBCTA and CONSULTANT desire to amend the Contract to increase the contract amount by adding the existing contract authority in the amount of \$1,682,178.00 accordingly and to exercise the Contract's two one-year options to extend the Contract term through June 30, 2023, to coincide with the end of the Fiscal Year of June 30, 2023.
- D. SBCTA desires to exercise its right under Section 21.2.12 to update the insurance requirements based upon the nature of the risk and prior experience.

NOW THEREFORE, the Parties mutually agree to amend the Contract as follows:

1. Delete paragraph 3.2 of ARTICLE 3. "COMPENSATION" in its entirety and replace with the following:

“3.2 The total Contract Not-To-Exceed Amount is Five Million Seven Hundred Eighty Thousand One Hundred Seventy-Eight Dollars (\$5,780,178.00). All Work provided under this Contract is to be performed as set forth in Scope of Work described in Exhibits A and A.1 and shall be reimbursed pursuant to Exhibits B and B.1. The hourly labor rates identified in Exhibits B and B.1 shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibits B and B.1. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibits B or B.1 or agreed to and approved by SBCTA as required under this Contract.”

2. Delete ARTICLE 2. "CONTRACT TERM" in its entirety and replace with the following:

“2 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by San Bernardino County Transportation Authority’s (SBCTA) Procurement Analyst, and shall continue in full force and effect through June 30, 2023, until otherwise terminated, or unless extended as hereinafter provided by written amendment. Except that all indemnity and defense obligations hereunder shall survive termination of this Contract. Consultant shall not be compensated for any Work performed or cost incurred prior to issuance of the NTP.

3. Delete ARTICLE 21.1 "INSURANCE" in its entirety and replace with the following:

21.1 Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any of the Work to procure and maintain such insurance specified below.

21.1.1 Professional Liability – Intentionally Omitted

21.1.2 Worker's Compensation/ Employer's Liability Insurance — The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B Employer's Liability
- Bodily Injury by accident- \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the Indemnitees. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. SBCTA and CONSULTANT must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

21.1.3 Commercial General Liability Insurance - The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to

defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.

- \$2,000,000 per occurrence limit for property damage or bodily injury
- \$1,000,000 per occurrence limit for personal injury and advertising injury
- \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subconsultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

21.1.4 Umbrella/Excess CGL Insurance - The policy must include the following:

If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

21.1.5 Commercial Auto Insurance - The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 21.1.4 (Umbrella/Excess CGL) of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability - The policy must include the following:

- \$1,000,000 per claim or occurrence limits/\$1,000,000 in the aggregate
- If the services involve mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

21.1.7 Railroad Protective Liability - The policy must include the following:

Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of SBCTA with respect to the operations the CONSULTANT or any of their subconsultants perform on the Property.

- Minimum Limits: **\$2,000,000 per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **\$6,000,000 annual aggregate** shall apply. If providing coverage on the London claims-made form, the following provisions shall apply: The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million annual aggregate applies.
- Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- If equivalent or better wording is not contained in the policy form, the following endorsement must be included:
 - It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

In cases of low hazard activity and insignificant risk to rail facilities, and if the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the CONSULTANT are explicitly notified, trained, and supervised such that

they are not permitted to have any contact with the track or its related improvements, the Railroad Protective Liability Insurance requirement may be waived by SBCTA, or its designated representative, in SBCTA's sole and absolute discretion, where SBCTA's agreements and obligations with rail operators allow it.

- 4. Except as amended by this Amendment No. 2, all other provisions of Contract No. 16-1001409 as previously amended shall remain in full force and effect and are incorporated herein by this reference.
- 5. The Recitals set forth above are incorporated herein by this reference.
- 6. This Amendment No. 2 shall be effective upon execution by SBCTA.

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

JOSHUA GRADING & EXCAVATING, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Tim Craft

Owner

By: _____
Frank J. Navarro
President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Minute Action

AGENDA ITEM: 13

Date: *April 7, 2021*

Subject:

Fiscal Year 2020/2021 Low Carbon Transit Operations Program - Population Share

Recommendation:

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

A. Allocate \$2,243,248 of Low Carbon Transit Operations Program (LCTOP)-Population Share funding to the following projects:

- i. Morongo Basin Transit Authority: Future Zero-Emission Buses - \$79,037
- ii. Mountain Transit: Future Zero-Emission Buses - \$52,977
- iii. Victor Valley Transit Authority: Fuel Cell Electric Vehicle - \$209,214; Fare Media Subsidy - \$20,000; and final year for New and Expanded Service for Barstow - \$250,000
- iv. Omnitrans: Future Zero-Emission Buses – \$580,000
- v. San Bernardino County Transportation Authority: Arrow Fare Subsidy Program \$400,000 and West Valley Connector – Capital \$652,020

B. Allocate \$418 of LCTOP-Operator Share from the City of Needles to the San Bernardino County Transportation Authority for the West Valley Connector Project.

C. Adopt Resolution No. 21-033 authorizing the Executive Director, or his designee, to execute Certifications and Assurances for the LCTOP, and nomination of and funding requests for listed transit projects.

D. Approve a revised LCTOP-Population Share Apportionment for Fiscal Year 2020/2021 of \$2,243,248, an increase of \$30,898 from the previous estimate to match the final number released by the State Controller's Office and the proposed LCTOP-Population Share allocations.

E. Approve an increase to the Mountain/Desert LCTOP-Population Share funds swap for Valley State Transit Assistance-Population Share funds to \$5,399, an increase of \$74 from the previous estimate, for the City of Needles.

F. Approve an increase to the LCTOP-Operator Share funds swap for Valley State Transit Assistance-Population Share funds to \$418, an increase of \$6 from the previous estimate, for the City of Needles.

Background:

The Low Carbon Transit Operations Program (LCTOP), established by the California Legislature in 2014 by Senate Bill 862, is one of several programs that are part of the Transit, Affordable Housing and Sustainable Communities Program. The LCTOP was created to provide transit operating and capital assistance to eligible agencies in an effort to reduce greenhouse gas emissions and improve mobility, with an emphasis on serving disadvantaged communities. Auction proceeds from the California Air Resources Board (CARB) Cap-and-Trade Program are deposited into the Greenhouse Gas Reduction Fund (GGRF) which provides funding for a variety of programs designed to provide economic, environmental and

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public health co-benefits. Five percent of the proceeds deposited into the GGRF are continually appropriated to fund the LCTOP.

Eligible projects funded by the LCTOP include new or expanded bus or rail services, expanded intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project required to reduce greenhouse gas emissions. For agencies whose service areas includes a Disadvantaged Community (DAC), at least fifty percent of the total monies received shall be expended on projects that will benefit the DAC.

Administered by the California Department of Transportation (Caltrans), LCTOP funds are apportioned to eligible agencies utilizing the State Transit Assistance (STA) program formula. The formula apportions fifty percent of LCTOP funds by population and the remaining fifty percent by operator revenues from the prior fiscal year in accordance with Public Utilities Code (PUC) Section 99313 and PUC Section 99314, respectively. The California State Controller's Office (SCO) is responsible for determining the estimated funding levels for PUC Section 99313 (Population Share) and PUC Section 99314 (Operator Share) funds. Agencies eligible to receive LCTOP funding include: San Bernardino County Transportation Authority (SBCTA), Morongo Basin Transit Authority (MBTA), Mountain Transit, Victor Valley Transit Authority (VVTA), City of Needles, Omnitrans, and Southern California Regional Rail Authority (SCRRA). The transit operators eligible to receive LCTOP-Operator Share funds work directly with Caltrans to receive the funds.

In March 2021, the SBCTA Board of Directors (Board) approved the total Fiscal Year (FY) 2020/2021 LCTOP-Population Share apportionment in the amount of \$2,212,350. That amount was an estimate based on the auction proceed sales that had occurred. Since then, the SCO released final apportionment numbers and the amount increased slightly to \$2,243,248 as indicated in this report. It should be noted that this year's LCTOP schedule left only 6 weeks for agencies to receive Board approvals between releasing final numbers and when Board approvals and resolutions were due. The Board also approved apportioning the funds to the Valley and Mountain/Desert areas based on California Department of Finance Population Data and further apportioning the Mountain/Desert LCTOP-Population Share apportionment to the Mountain/Desert transit operators in accordance with the population of their respective service areas. The total amount of FY 2020/2021 LCTOP-Population Share funds available to the Valley and Mountain/Desert is \$1,626,621 and \$616,627 respectively. With the purpose of minimizing administrative burden on the City of Needles, staff recommended, and Board approved, allocating Valley STA-Population Share funds in the amount of \$5,817 to the City of Needles in lieu of their LCTOP-Population Share and LCTOP-Operator Share allocations. Staff's recommendation of the LCTOP funding swap with STA funds for the City of Needles is consistent with past practice. Including the City of Needles apportionment swap, the total FY 2020/2021 LCTOP apportionment for the Valley totals \$1,632,438 and for the Mountain/Desert totals \$611,228, for a total FY 2020/2021 apportionment of \$2,243,666. It should be noted that the Valley apportionment amount of \$1,632,438 includes \$418 of Operator Share funds due to the funding swap with the City of Needles. Revised apportionments based on the final numbers from the SCO are shown in Table 1, along with the overall increase from the estimated apportionments approved by the Board in March 2021.

San Bernardino County Transportation Authority

Table 1 – Fiscal Year 2020/2021 LCTOP-Population Share Apportionment

Fiscal Year 2020/2021 LCTOP-Population Share Apportionment ¹				STA Fund Swap with City of Needles ⁴	Total Fiscal Year 2020/2021 Apportionment	Total Increase from March Approved Apportionments
Apportionment Area	Population ²	Percentage	Fiscal Year 2020/2021 Population Share ³			
Valley	1,581,126	72.51%	\$1,626,621	\$5,817	\$1,632,438	\$22,484
Mountain/Desert	599,380	27.49%	\$616,627	(\$5,399)	\$611,228	\$8,419
<i>MBTA</i>	<i>76,826</i>	<i>12.82%</i>	<i>\$79,037</i>		<i>\$79,037</i>	<i>\$1,089</i>
<i>Mountain Transit</i>	<i>51,495</i>	<i>8.59%</i>	<i>\$52,977</i>		<i>\$52,977</i>	<i>\$730</i>
<i>VVTA</i>	<i>465,811</i>	<i>77.72%</i>	<i>\$479,214</i>		<i>\$479,214</i>	<i>\$6,600</i>
<i>City of Needles³</i>	<i>5,248</i>	<i>0.88%</i>	<i>\$5,399</i>	<i>(\$5,399)</i>	<i>\$0</i>	<i>\$0</i>
Total	2,180,506	100.00%	\$2,243,248	\$418	\$2,243,666	\$30,903

¹Population Source: California Department of Finance and County Demographic Research Unit January 2020

²Total population share amount is determined by the State Controller's Office.

³Final Valley apportionment includes \$412 Needles Operator Share apportionment.

To guide staff with project selection, the LCTOP Allocation Principles approved by the Board in July 2015 recommend that staff take a balanced approach in recommending LCTOP fund allocations to capital projects and operating programs. Because each transit operator in the Mountain/Desert is guaranteed an LCTOP-Population Share allocation due to the use of a population formula to apportion funds, SBCTA staff recommends allowing the Mountain/Desert transit operators to determine their funding needs and project and program priorities. The Valley LCTOP-Population Share apportionment is available to SBCTA, Omnitrans and SCRRA. Using the LCTOP Allocation Principles as guidance, staff recommends LCTOP fund allocations based on an annual determination of the San Bernardino region's priorities and the critical needs of SBCTA, Omnitrans and SCRRA. SBCTA staff requested that the transit operators develop and submit a list of potential projects for the LCTOP FY 2020/2021 funding cycle to SBCTA. For the LCTOP Valley Population apportionment, last year SBCTA staff had proposed a ten-year expenditure plan to memorialize some of the priorities, and demonstrate how LCTOP could be allocated to meet those needs. However, the pandemic affected May's auction sales, and the amount of LCTOP available in FY 2020/2021 is approximately 55% lower than previous estimates. Using the expenditure plan as a guide, staff strived to keep total overall allocations from the previous plan intact by rearranging future years' funding, and discussing options with the transit operators regarding their funding needs for various projects. Attachment 1 shows the new proposed LCTOP ten-year expenditure plan. Based on staff reviews, operator discussions, and the revised expenditure plan, staff is recommending \$2,243,666 be allocated to the following projects:

Future Zero-Emission Vehicles Allocation – \$79,037

Morongo Basin Transit Authority will accumulate this money to use at a later time to purchase zero-emission vehicles that are required under new state mandates.

Future Zero-Emission Vehicles Allocation – \$52,977

Mountain Transit will accumulate this money to use at a later time to purchase zero-emission vehicles that are required under new state mandates.

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Future Zero-Emission Vehicles Allocation – \$580,000

Omnitrans will accumulate this money to use at a later time to purchase zero-emission vehicles that are required under new state mandates. FY 2020/2021 is Omnitrans second year for funding for this project.

Arrow Fare Subsidy Program – \$400,000

SBCTA will accumulate this money to use at a later time to provide a fare subsidy for the Arrow rail service.

West Valley Connector Capital – \$652,438

SBCTA will accumulate this money to use at a later time to purchase zero-emission vehicles as part of the overall West Valley Connector capital plan.

Fare Media Subsidy- \$20,000

In order to provide subsidized transportation services to seniors, individuals with disabilities, and low-income populations, VVTA in collaboration with non-profit, human and social service agencies, implemented the Fare Subsidy Program in July 2018 using FY 2017/2018 LCTOP funds. The allocation of FY 2019/2020 LCTOP funds funded the third year of the program. The allocation of FY 2020/2021 LCTOP funds will fund the fourth year of the program.

New and Expanded Service for Barstow- \$250,000

In 2017, VVTA expanded service on Routes 1, 2, 3, 28 and 29, and implemented a new Route 6 in Barstow, using FY 2016/2017 and FY 2017/2018 LCTOP funds to implement and continue the service. The allocation in FY 2018/2019 LCTOP funds were used in funding the expanded services for a third year. The allocation for FY 2019/2020 LCTOP funds were used in funding the expanded services for a fourth year. The allocation for FY 2020/2021 funds will be used in funding fifth and final year of expanded services. In accordance with the LCTOP Guidelines, LCTOP funds may be used for new or expanded service for a maximum of five years from the date of implementation.

Fuel Cell Electric Buses- \$209,214

VVTA will accumulate this money to use at a later time to purchase fuel cell electric vehicles that are required under new state mandates.

Caltrans requires that SBCTA submit an authorizing resolution from its governing board that approves the submission of the Certifications and Assurances, authorizes SBCTA to accept the LCTOP funds and authorizes SBCTA's Executive Director, or his designee, to execute the Certifications and Assurances and other relevant documents necessary for funding and completing the LCTOP funded projects.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on March 11, 2021. SBCTA General Counsel has reviewed this item and resolution.

Responsible Staff:

Nancy Strickert, Transit Program Manager

San Bernardino County Transportation Authority

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Approved
Board of Directors
Date: April 7, 2021
Witnessed By:

San Bernardino County Transportation Authority

Attachment 1 - Valley LCTOP-Population Share Expenditure Plan

LCTOP Expenditure Plan	Fiscal Year										10 Year Total Estimate	
	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030		
Valley Apportionment ¹	1,626,621	2,921,895	2,921,895	2,921,895	2,921,895	2,921,895	2,921,895	2,921,895	2,921,895	2,921,895	2,921,895	27,923,676
Fund Swap - City of Needles	5,817	10,042	10,042	10,042	10,042	10,042	10,042	10,042	10,042	10,042	10,042	96,195
Lapsing LCTOP Funding ²												-
Total Funds Available	1,632,438	2,931,937	2,931,937	2,931,937	2,931,937	2,931,937	2,931,937	2,931,937	2,931,937	2,931,937	2,931,937	28,019,871
Valley Apportionment - Project Allocations												
Omnitrans 1 Yr Zero Emission Allocation												-
Omnitrans Zero Emission Vehicle Allocation Accrual	580,000	1,100,000	560,835									2,240,835
Omnitrans Route 87 ³												-
Reallocation - Gold Line Extension to Montclair			302,993	2,375,072	1,050,000	1,271,935						5,000,000
West Valley Connector - Capital	652,438	1,431,937	2,068,109									4,152,484
West Valley Connector - Operations				556,865	1,881,937	1,660,002	2,451,025	1,450,171				8,000,000
RPRP Fare Subsidy Program	400,000	400,000										800,000
Total Project Allocations	1,632,438	2,931,937	2,931,937	2,931,937	2,931,937	2,931,937	2,451,025	1,450,171	-	-	-	20,193,319
Balance Available for Allocation	-	-	-	-	-	-	480,912	1,481,766	2,931,937	2,931,937	2,931,937	7,826,552

¹The Fiscal Year 2020/2021 is based on actual amounts received from the SCO Feb 25, 2021. Future years reflect estimated apportionment amounts by fiscal year

RESOLUTION NO. 21-033

**RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND
ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON
TRANSIT OPERATIONS PROGRAM AND FOR THE PROJECTS FUNDED BY LOW
CARBON TRANSIT OPERATIONS PROGRAM FUNDS**

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, SBCTA wishes to delegate authorization to execute these documents and any amendments thereto to Raymond W. Wolfe, Executive Director; and

WHEREAS, SBCTA wishes to implement the LCTOP Projects listed below.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino County Transportation Authority, as follows:

Section 1. The fund recipient, SBCTA, agrees to comply with all conditions and requirements set forth in the Certifications and Assurances and the Authorized Agent documents and in applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

Section 2. The SBCTA Executive Director, Raymond W. Wolfe, or his designee, is authorized to execute all required documents of the LCTOP program, and any Amendments thereto with the Department.

Section 3. The submittal of the following project nominations and allocation requests to the Department in Fiscal Year 2020/2021 for LCTOP funds is hereby authorized:

Project Name: Zero-Emission Vehicles

Amount of LCTOP Funds Requested: \$79,037

Project Description: Morongo Basin Transit Authority will begin accumulating funding for its future required purchase of zero emission vehicles.

Contributing Sponsor: SBCTA

Project Lead: Morongo Basin Transit Authority

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Zero-Emission Vehicles

Amount of LCTOP Funds Requested: \$52,977

Project Description: Mountain Transit will begin accumulating funding for its future required purchase of zero emission vehicles.

Contributing Sponsor: SBCTA

Project Lead: Mountain Transit

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Zero-Emission Vehicles

Amount of LCTOP Funds Requested: \$580,000

Project Description: Omnitrans will accumulate funding for its future required purchase of zero emission vehicles.

Contributing Sponsor: SBCTA

Project Lead: Omnitrans

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Arrow Fare Subsidy Program

Amount of LCTOP Funds Requested: \$400,000

Project Description: With LCTOP funds, SBCTA will provide a fare subsidy to the new rail service Arrow. This project will benefit the Metrolink, and the transit operators at the San Bernardino Transit Center by providing an incentive to increase ridership, reduced traffic and provide those who have transportation an alternative to driving their own personal car or the burden of asking for a ride.

Contributing Sponsor: SBCTA

Project Lead: SBCTA

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: West Valley Connector Capital

Amount of LCTOP Funds Requested: \$652,438

Project Description: SBCTA will accumulate this funding to use at a later time to purchase vehicles for the West Valley Connector.

Contributing Sponsor: SBCTA

Contributing Sponsor: City of Needles

Project Lead: SBCTA

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Fare Subsidy Program

Amount of LCTOP Funds Requested: \$20,000

Project Description: With LCTOP funds, VVTA will collaborate with non-profit, human, and social service agencies to provide subsidized transportation services to seniors, individuals with disabilities, and the low-income population.

Contributing Sponsor: SBCTA

Project Lead: Victor Valley Transit Authority

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Victor Valley Transit Authority New and Expanded Service

Amount of LCTOP Funds Requested: \$250,000

Project Description: VVTA will utilize LCTOP funds to continue expanded service on Routes 1, 2, 3, 28, 29 and 6 in Barstow. This service expansion was implemented in October 2017.

Contributing Sponsor: SBCTA

Project Lead: Victor Valley Transit Authority

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Fuel Cell Electric Buses

Amount of LCTOP Funds Requested: \$209,214

Project Description: VVTA will accumulate this money to use at a later time to purchase fuel cell electric vehicles that are required under new state mandates.

Contributing Sponsor: SBCTA

Project Lead: Victor Valley Transit Authority

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Section 4: This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED at a regular meeting of the San Bernardino County Transportation Authority held on April 7, 2021.

By: _____
Frank J. Navarro, Board President
San Bernardino County Transportation Authority

ATTEST:

By: _____
Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority



FY 2020-2021 LCTOP Authorized Agent

AS THE Click here to enter text.
(Chief Executive Officer/Director/President/Secretary)

OF THE Click here to enter text.
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Click here to enter text. OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Click here to enter text. Click here to enter text.
(Print Name) (Title)

(Signature)

Approved this Choose an item. day of Choose an item. , Click

Attachment: LCTOP FY20-21 Certa and Assurances (7540 : Fiscal Year 2020/2021 Low Carbon Transit Operations Program - Population Share)



FY 2020-2021 LCTOP Certifications and Assurances

Lead Agency: Lead Agency

Project Title: Project Title

Prepared by: Prepared by

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).



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9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. The Lead Agency must submit the following LCTOP reports:
 - a. Semi-Annual Progress Reports by May 15th and November 15th each year.
 - b. A Close Out Report within six months of project completion.
 - c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.
 - d. Project Outcome Reporting as defined by CARB Funding Guidelines.
 - e. Jobs Reporting as defined by CARB Funding Guidelines.
2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
 - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and
 - b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with



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Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs subject to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State,



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the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

- 3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all of these conditions will be met.

 Print Authorized Agents Name.
 (Print Authorized Agent)

 Print Authorized Agents Name.
 (Title)

 (Signature)

 (Date)

Minute Action

AGENDA ITEM: 14

Date: April 7, 2021

Subject:

Redlands Passenger Rail Project License Agreement with Riverside County Transportation Commission for use of Layover Facility and Testing of Diesel Multiple Units on Perris Valley Line

Recommendation:

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

Authorize the Executive Director, or his designee, to execute a license agreement and associated documents with the Riverside County Transportation Commission in the not-to-exceed amount of \$200,000, for the delivery, testing, non-revenue operations and commissioning of the Diesel Multiple Unit Equipment on the Perris Valley Line Subdivision and the South Perris Layover Facility, upon review and concurrence of SBCTA Risk Manager and final approval as to form by SBCTA General Counsel.

Background:

In November 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the purchase of three (3) Diesel Multiple Unit (DMU) vehicles from Stadler US to operate the Arrow passenger rail service. Development of the mainline construction as part of the Redlands Passenger Rail Project (RPRP) continues to advance, and construction has passed 75% for both the mainline and Arrow Maintenance Facility (AMF). The DMUs final assembly is almost complete, with the first car expected to arrive in Southern California in the spring of 2021. Testing and commissioning activities still need to be completed and will begin once the DMUs arrive in California.

The original plan was to deliver the DMUs to the AMF and perform a majority of the testing on the RPRP corridor and the active San Gabriel Subdivision railroad corridor, also known as the San Bernardino Line. As the delivery team evaluated the process, it became clear that due to site constraints and the desire to avoid impacts to existing Metrolink services, the AMF was not an ideal location for the initial delivery of the DMUs or the initial testing and commissioning activities. After carefully evaluating other locations on Southern California Regional Rail Authority's (SCRRA) system, and in coordination with SCRRA staff, the team determined the best site for the work was the underutilized South Perris Layover Facility ("Facility") and the 9.2 mile double-track section of the Perris Valley Line (PVL) between Control Point (CP) Eastridge and CP Nuevo.

The Riverside County Transportation Commission (RCTC) owns the Facility and SCRRA operates it. Our team has received concurrence from RCTC and SCRRA to use the Facility and PVL to deliver the DMUs and complete the needed commissioning and testing activities. RCTC owns the Facility and is requiring SBCTA to execute a license agreement with RCTC to use the Facility, and is further requiring Stadler US to execute a right-of-entry agreement. This approach is consistent with the manner in which SBCTA manages the use of railroad property by other entities or contractors. RCTC is currently finalizing the license agreement needed, as well as the fees associated with the use of the layover facility. The license agreement will detail each agency's roles and responsibilities, including liability, insurance, staffing, and

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

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public outreach. Stadler US staff will perform the vehicle maintenance as part of the training of SCRRA contractor staff on the care of the DMUs. SCRRA staff will operate the vehicles under the direction of Stadler US instructors. The testing and commissioning on the PVL is expected to begin in late April and continue until early September. Once the commissioning is complete, the cars will be towed using a SCRRA locomotive, under Federal Railroad Administration (FRA) One Time Move (OTM) authorization, to the AMF, as additional brake testing will be done on the RPRP corridor. This testing cannot be completed on PVL as it requires a minimum 2% grade. The work on the PVL will be done at no cost to RCTC. SBCTA is responsible for all costs associated with the vehicle commissioning activities.

Our team anticipates the need to have the license agreement in place in April. The license agreement was not available at the time the Transit Committee staff report was prepared. However, since the item was presented to the Transit Committee, RCTC has provided a license agreement to cover the testing of DMUs along PVL and a right-of-entry agreement to cover the use of the South Perris Layover Facility. The initial draft of the license agreement was reviewed by SBCTA, subsequently updated by RCTC, and is in substantially final form. Staff is recommending that the Board authorize the Executive Director, or designee, to execute the final version of the license agreement and other associated documents needed for testing of DMUs along PVL upon SBCTA Risk Manager's review and concurrence and General Counsel's approval as to form.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on March 11, 2021. SBCTA General Counsel and Risk Manager have reviewed the proposed license agreement.

Responsible Staff:

Victor Lopez, Director of Capital Delivery

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
RAILROAD LICENSE AGREEMENT
WITH
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
FOR
OPERATION OF DIESEL MULTIPLE UNIT**

1. Parties and Date.

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement"), is made this ___ day of _____, 2021 by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency existing under the authority of the laws of the State of California (hereinafter referred to as "Licensor") and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public agency existing under the authority of the laws of the State of California, with its principal place of business located at 1170 W. Third Street, 2nd Floor, San Bernardino, CA 92410 (hereinafter collectively referred to as "Licensee").

2. Recitals.

2.1 Licensor is the owner in fee of certain railroad tracks known as the San Jacinto Branch Line (the "Line").

2.2 Licensee has requested permission to perform testing of Diesel Multiple Units ("DMUs") to be used as part of the SBCTA Arrow Service on Licensor's right of way and adjacent to such tracks.

3. Terms.

3.1 Term. The term of this Agreement shall be for a period of six months beginning on _____, 2021. The Agreement may, at the Parties' discretion as approved in writing by Licensor, continue on a month to month basis to accommodate any testing delays.

3.2 General Grant. Subject to the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee a revocable, non-exclusive license and on the real property shown in Exhibit "A" (the "Licensed Property") to perform DMUs Testing on the Licensed Property, along the right-of-way of Licensor from Mile Post 71.73 River Crest Drive to 85.4 CP Steele and the tracks at South Perris Layover along the Line in Riverside County, California.

3.3 Use. Licensee shall use Licensed Property solely to perform testing of Diesel Multiple Units ("DMUs") and shall not use it for any other purpose whatsoever. No change shall be made by Licensee in the use of the Licensed Property without Licensor's prior written approval. Licensed Property is depicted in "Exhibit B".

3.4 Termination of License.

A. Notwithstanding any other term or provision of this Agreement, Licensors shall have the right to terminate this Agreement and shall have no obligation to reimburse Licensee for any of its improvements to the Licensed Property, under any of the following circumstances:

(1) Licensors may terminate this Agreement at any time for cause, for a breach by Licensee of any covenant or term of this Agreement, or a default by Licensee of any term or provision of this Agreement, which acts of Licensee shall include but not be limited to: (i) The failure by Licensee to pay any amount in full when it is due under this Agreement; or (ii) The failure by Licensee to perform any obligation under this Agreement. Notification of such termination shall be in writing.

(2) Licensee may terminate this Agreement at any time for its convenience by providing written notice to Lessor thirty (30) days prior to the date of termination.

3.5 Hazardous Materials Use and Related Indemnity.

A. Use and Termination. Licensee covenants that it will not handle or transport Hazardous Materials in the Licensed Property. As used in this license, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects. As used in this preceding sentence, "Environmental Law" means any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to the Licensee or the Licensors' Property. In the event the Licensed Property is now or in the future used in the handling or transporting of Hazardous Materials, Licensee agrees fully to comply with all applicable federal, state, and local laws, rules, regulations, orders, decisions and ordinances (hereinafter referred to as "Hazardous Materials Standards") concerning Hazardous Materials. Licensee further agrees that at Licensors' request it will furnish Licensors with proof, satisfactory to Licensors, that Licensee is in such compliance. Should Licensee not comply fully with the above-stated obligations, Licensors may, in its sole discretion, terminate this Agreement by serving five (5) days' notice of termination upon Licensee. Any waiver by Licensors of any breach of Licensee's obligation shall not constitute a waiver of the right to terminate this Agreement for any subsequent breach which may occur, or to enforce any other provision of this Agreement. Upon termination, Licensee shall restore Licensors' Property as herein provided.

B. Indemnity. Notwithstanding anything else contained in this agreement and to the extent permitted by law, in case of a breach of the obligations contained in this Section 3.4, regardless of the negligence or alleged negligence of Licensors, Licensee agrees to assume full liability for and to save and hold harmless Licensors from and against any and all injuries to any person, including wrongful death, and damage to property, including without limitation, property of Licensors and Licensee, and all related expenses, including without limitation attorneys' fees, investigators' fees and litigation expenses, resulting in whole or in part from Licensee's failure to comply with any Hazardous Materials Standards issued by any governmental authority concerning Hazardous Materials. Licensee, at its cost, shall assume the defense of all claims, in accordance with Section

3.15 hereof. Licensee agrees to reimburse Licensor for all costs of any kind incurred as a result of the Licensee's failure to comply with this Section 3.4, including, but not limited to, fines, penalties, clean-up and disposal costs, and legal costs incurred as a result of Licensee's handling, transporting, or disposing of Hazardous Materials on the property of Licensor.

C. Inapplicability. It is understood and agreed that a Licensee who does not now, or in the future, generate, handle, transport, treat, store or dispose of on Licensor's property Hazardous Materials within the meaning of this section, is not subject to the provisions of Section 3.5(B).

3.6 Fees.

A. Processing Fee. Licensee agrees to reimburse Licensor for all costs incurred by Licensor to process this Agreement. Licensee deposited an amount of six-thousand dollars (\$6,000) at the time of execution ("Processing Fee") for processing costs. Such reimbursements shall be made first out of the Processing Fee made by Licensee for such purpose. Any processing costs exceeding that amount shall be reimbursed within 30 days of request.

B. Use Fee. Licensee shall pay to Licensor six dollars (\$6.00) per Car-Mile for testing of DMUs. Such amount shall be paid in one lump sum at the end of the DMU testing period.

C. Monthly Reports. Monthly reports of car miles and activities on the Licensor's Licensed Property shall be provided by the 7th day of every subsequent month.

D. Late Payment. Licensee acknowledges that late payment by Licensee of any payment owed to Licensor under this Agreement will cause Licensor to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any payment due from Licensee is not received by Licensor within sixty (60) days of when due, Licensee shall pay to Licensor an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of \$1000. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that Licensor will incur by reason of a late payment by Licensee. Acceptance of any late payment charge shall not constitute a waiver from exercising any of the other rights and remedies available to Licensor under this Agreement, at law or in equity, including, but not limited to, any interest charges imposed herein.

3.7 Standards. Licensee shall comply with all statutes, ordinances, rules, regulations, orders and decisions (hereinafter referred to as "Standards"), issued by any federal, state or local governmental body or agency established thereby, including without limitation, the Interstate Railroad Commission, the California Public Utilities Commission and the Southern California Regional Rail Authority (hereinafter collectively referred to as "Agency"), relating to Licensee's use of the Licensed Property hereunder. In its use of the premises, Licensee shall at all times be in full compliance with all Standards, present or future, set by any Agency, including, but not limited to, Standards concerning air quality, water quality, noise, and Hazardous Materials. In the event Licensee fails to be in full compliance with Standards set by any Agency, Licensor may, but shall not be obligated to, after giving notice of the failure to Licensee, and if Licensee, within fifteen (15) days of such notice, fails to correct such non-compliance, take whatever action it determines in its sole discretion to be necessary to protect the Licensed Property and Licensor's railroad and other adjacent

property. Licensee shall reimburse the Licensor for all costs (including but not limited to, consulting, engineering, clean-up and disposal, and legal costs) incurred by the Licensor as a result of the Licensee's failure to comply with such Standards, and also such costs incurred by the Licensor in abating a violation of such Standards, protecting against a threatened violation of such Standards, defending any claim of violation of such Standards in any proceeding before any Agency or court, and paying any fines or penalties imposed for such violations. Licensee shall, to the extent permitted by law, assume liability for and shall save and hold harmless the Licensor from any claim of a violation of the Standards, regardless of the nature thereof or the Agency or person asserting such claim, which results from Licensee's use of Licensed Property, whether such claim arises in whole or in part from the negligence or alleged negligence of the Licensor or otherwise. Licensee, at its cost, shall assume the defense of all such claims as provided for in Section 3.15 hereof.

3.8 Insurance. Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect insurance as required by Licensor in the amounts and coverage specified and issued by insurance companies as described on Exhibit "A". Prior to (i) entering the Licensed Property or (ii) performing any work or maintenance on the Licensed Property, Licensee shall furnish Licensor with the insurance endorsements and certificates in the form and amounts specified in Exhibit "C," evidencing the existence, amounts and coverage of the insurance required to be maintained hereunder.

A. Third-Party. If insurance is being provided by a third-party, Licensee shall remain liable to Licensor if insurance is not provided or inadequate to meet the requirements of Exhibit "A".

3.9 Subordinate Rights. This Agreement is subject and subordinate to the prior and future rights and obligations of Licensor, its successors and assigns, to use its property in the exercise of its powers and in the performance of its duties, including those as a County transportation commission and a member of the Southern California Regional Rail Authority. Accordingly, there is reserved and retained unto Licensor, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, and other facilities and appurtenances in, upon, over, under, across and along the Licensed Property, and in connection therewith, the right to grant and convey to others rights and interests to the Licensed Property in, on and around the Licensed Property. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title (hereinafter referred to as "Title Exceptions") which may affect the Licensed Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such Title Exceptions. This agreement is also subordinate to the Shared Use Agreement executed between the Licensor and Santa Fe dated as of October 30, 1992 and any subsequent amendments thereto.

A. Subordinate Use. Licensee's use of Licensed Property shall be subordinate to Licensor's use of Licensed Property. Licensor's maintenance and rail related activities will take priority over any use by Licensee. Licensee is responsible in ensuring that the Licensed Property is available for Licensor's use and shall plan accordingly, including planning for DMU failures and quick removal from the Licensed Property. Licensor's use includes right of way maintenance operations.

B. Coordination. Before commencing testing of DMUs on License Property, Licensee shall coordinate weekly testing schedule with Licensor. Licensor, at its own discretion and taking into consideration Licensor's use of Licensed Property, shall approve weekly testing schedule.

C. Delivery and Removal of Materials, Equipment, Storage Containers and Office. Licensee agrees to provide staff to help coordinate the delivery of Stadler's materials, equipment, storage containers, and office in support of this Agreement. Licensee shall ensure that public flow of traffic is not disrupted during the delivery or removal of materials, equipment, storage containers or office. Licensor reserves the right to adjust delivery or removal schedule to ensure there is no disruption to public flow of traffic.

3.10 Indemnity. Licensee shall defend, indemnify and hold Licensor, its directors, officials, officers, employees, Licensees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any actual negligent acts, omissions or willful misconduct of Licensee, its officials, officers, employees, agents, and contractors arising out of or in connection with the use of Licensed Property, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Licensee shall defend, with counsel of Licensor's reasonable choosing, at Licensee's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Licensor or its directors, officials, officers, employees, Licensees, agents and volunteers. Licensee shall pay and satisfy any judgment, award or decree that may be rendered against Licensor or its directors, officials, officers, employees, Licensees, agents and volunteers, in any such suit, action or other legal proceeding. Licensee shall reimburse Licensor and its directors, officials, officers, employees, Licensees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Licensee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Licensor or its directors, officials, officers, employees, Licensees, agents and volunteers.

3.11 Assumption of Risk and Waiver. To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Licensed Property, Licensor's property and any other property of, or under the control or custody of, Licensee. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Licensed Property, accident or fire or other casualty on the Licensed Property, or electrical discharge, and noise or vibration resulting from Licensor's transit operations on or near the Licensed Property. The term "Licensor" as used in this section shall include: (i) any transit or rail-related company operating upon or over Licensor's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by Licensor. Licensee, on behalf of itself and its Personnel, as a material part of the consideration for this Agreement, hereby waives all claims and demands against Licensor for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives, for itself and its Personnel, the benefit of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The provisions of this section and of Section 3.10 and Section 3.12 shall survive the termination of this Agreement. As used in this section, "Personnel" means the Licensee, or its officers, directors, affiliates, or anyone directly or indirectly employed by Licensee or for whose acts Licensee is liable.

3.12 Defense. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against Licensor by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this Agreement for which Licensee has an obligation to assume liability for and/or to indemnify or save and hold harmless the Licensor. Licensee shall pay all the costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

3.13 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

3.14 Successors and Assigns. All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the Licensor and Licensee to the same extent and effect as the same are binding upon and insure to the benefit of the parties hereto.

3.15 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the termination or cessation of this Agreement in any manner shall survive the termination of this Agreement, including without limitation, all payment obligations with respect to fees and all obligations concerning the condition of the Licensor's property, and the Licensed Property.

3.16 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of Licensor, which may be withheld in Licensor's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect and give Licensor the right to immediately terminate this Agreement.

3.17 Waiver of Covenants or Conditions. The waiver by Licensor of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

3.18 Amendment. This Agreement may be amended at any time by the written agreement of Licensor and Licensee. All amendments to this Agreement shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

3.19 Revocation. If, at any time, Licensee shall fail or refuse to comply with or carry out any of the covenants herein contained, Licensor may, at its election, immediately revoke and terminate this Agreement unless a longer notice period is specifically provided for elsewhere in this Agreement.

3.20 Abandonment. Should Licensee at any time abandon the use of the Licensed Property, or any part thereof, or fail at any time for a continuous period of six (6) months to use the same for the purposes contemplated by this Agreement, then the Licensor may terminate this Agreement to the extent of the portion so abandoned or discontinued. In addition to any other rights or remedies, Licensor shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

3.21 Eviction, Abandonment or Sale. In the case of the eviction of Licensee by anyone owning or obtaining title to the premises on which the Use is located, or the sale or abandonment by Licensor of said premises, Licensor shall not be liable to Licensee for any damage of any nature whatsoever or to refund any payment made by Licensee to Licensor hereunder, except the proportionate part of any recurring rental charge which may have been paid hereunder in advance.

3.22 Revocable Licenses and Termination. Licensee agrees that notwithstanding the improvements made by Licensee to the Licensed Property, or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable and may be terminated by Licensor in accordance with the terms of this Agreement.

3.23 Restoration of Licensor's Property, Claims for Costs. Upon the termination, revocation or cessation of this Agreement in any manner provided in this Agreement, Licensee, upon demand of Licensor and at Licensee's own cost and expense, shall abandon the use of the Licensed Property and remove it and restore the Licensed Property, including the right-of-way and tracks of Licensor, to the same condition in which they were prior to the Use thereunder, reasonable wear and tear excepted. In case Licensee shall fail to restore Licensed Property as aforesaid within ten (10) days after the effective date of termination, Licensor may proceed with such work at the expense of Licensee or may assume title and ownership of any property of Licensee located on Licensor's property. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the right-of-way and track of Licensor restored as above provided.

3.24 Notice. Any notice hereunder to be given by Licensor to Licensee shall be deemed to be properly served on the date it is deposited in the United States Mail, postage prepaid, addressed to San Bernardino County Transportation Authority, Executive Director, 1170 W. Third Street, 2nd Floor, San Bernardino, CA 92410. Any notice to be given hereunder by Licensee to Licensor shall be deemed to be properly served on the date it is deposited in the United States Mail, postage prepaid, addressed to Executive Director, Riverside County Transportation Commission, Riverside

County Regional Complex, 4080 Lemon Street, Third Floor, Riverside, CA 92502-2208. Either Licensor or Licensee may change its address for the receipt of notice by giving written notice thereof to the other party of such change.

3.25 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to Licensor which is not paid when due shall bear interest, from the date due, at the rate of ten percent (10%) per annum. Such interest will be due Licensor as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

3.26 Joint and Several. In the event that two or more parties execute this Agreement as Licensee, all the covenants and agreements of Licensee in this Agreement shall be the joint and several covenants and agreements of such parties.

3.27 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the Licensor's property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

3.28 Liens. Licensee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Licensee's actions upon the Property. The Licensee agrees to hold the Licensor harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

3.29 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement.

3.30 Waiver of Relocation Rights. Licensee hereby waives any right to relocation assistance, moving expenses, goodwill or other payments to which Licensee might otherwise be entitled, but for this waiver and Licensor's express right of termination, under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 United State Code Section 4601 et seq. and/or the California Relocation Assistance Law, as amended, Government Code Section 7260 et seq.

3.31 Non-Exclusive License. The license granted by this Agreement is not exclusive and Licensor specifically reserves the right to grant other licenses within the vicinity of the Licensed Property.

3.32 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions,

or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

3.33 Captions. The Captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

3.34 Time of Essence. Time is of the essence in this Agreement.

3.35 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the Licensor's property is located any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

3.36 Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the Licensor and Licensee with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the parties with respect to the items set forth herein.

3.37 Governing Law. This Agreement shall be governed by the laws of the State of California and venue shall be Riverside County.

3.38 Electronic Signatures. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

3.39 Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

Attachment: RCTC - Railroad License Agreement - San Bernardino County Transportation Authority BBK Comments 031721-c1 [Revision 3]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate the day and year first above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Anne Mayer
Executive Director

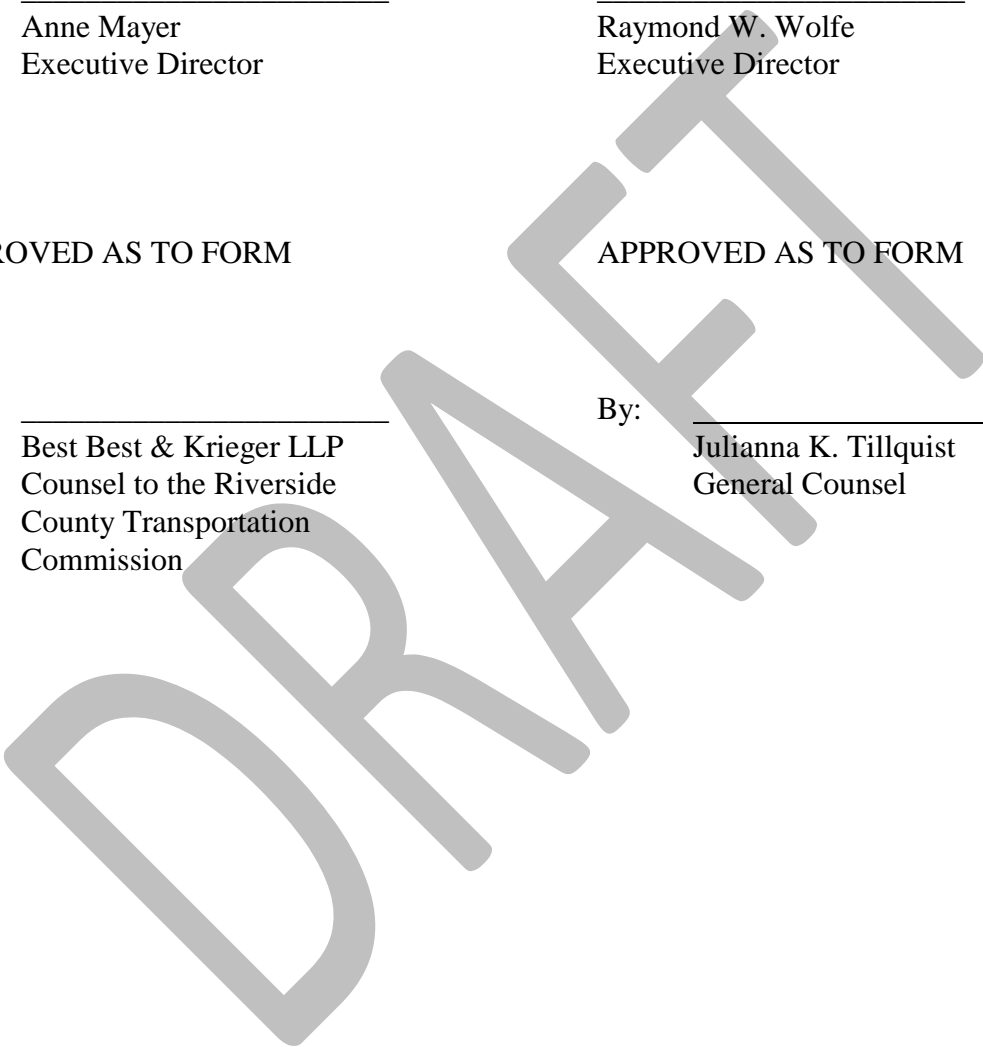
Raymond W. Wolfe
Executive Director

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Best Best & Krieger LLP
Counsel to the Riverside
County Transportation
Commission

By: _____
Julianna K. Tillquist
General Counsel



Attachment: RCTC - Railroad License Agreement - San Bernardino County Transportation Authority BBK Comments 031721-c1 [Revision 3]

EXHIBIT "A"
INSURANCE REQUIREMENTS

Licensee or its consultant or contractor shall not enter into the Licensor's property until the Commission has been provided satisfactory evidence all insurance required under this Section has been secured.

This Agreement will not go into effect until Licensee or Southern California Regional Rail Authority ("SCRRA") provides proof of insurance meeting Licensor's requirements.

A. **Commercial General Liability Insurance.** Licensee or its consultant or contractor shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$5,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:

- (1) Include the Licensor, its officials, officers, employees, agents, and consultants as insureds with respect to the maintenance of the Licensed Property and shall contain no special limitations on the scope of coverage or the protection afforded to these insureds;
- (2) Be primary with respect to any insurance or self-insurance programs covering the Licensor, its officials, officers, employees, agents and consultants; and
- (3) Contain standard separation of insured provisions; and
- (4) Provided insurance shall match SCRRA's current insurance policies.

B. **Railroad Protective Liability.** Licensee or its consultant or contractor shall, in connection with any activities undertaken with respect to the Use either directly by Licensee or by its consultants or contractors, acquire and keep in force during the period of such construction **\$1,000,000** (combined single limit) of railroad protective liability insurance.

C. **Pollution Liability Insurance.** If the Project will result in exposure of Hazardous Materials to the Licensed Property, either directly by Licensee or by its contractors, Licensee or its consultant or contractor shall acquire and keep in force during the period of such Project one million dollars (\$1,000,000) of pollution liability insurance.

D. **Workers' Compensation Insurance.** Licensee or its consultant or contractor shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than **\$1,000,000** each accident.

E. **Certificates of Insurance.** Licensee or its consultant or contractor shall, prior to commencement of Services, furnish the Licensor with properly executed certificates of insurance and, if requested by the Licensor, certified copies of endorsements and policies, which clearly evidence all insurance required under this Agreement and provide that such insurance shall be not canceled,

Exhibit "A"
Page 1 of 2

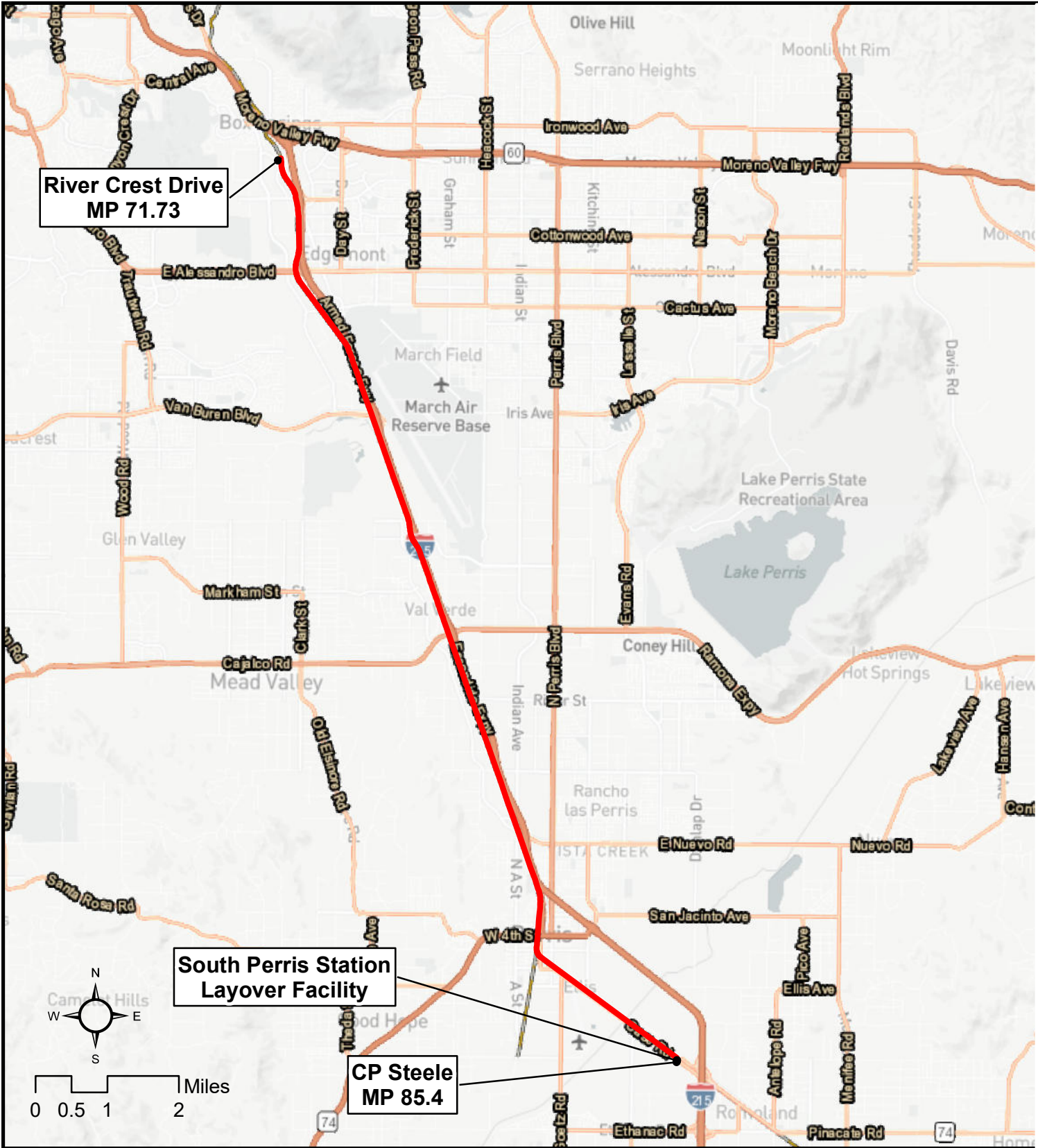
allowed to expire or be materially reduced in coverage, except on thirty (30) days' prior written notice to the Licensor. The Licensor shall have the sole discretion to determine whether the certificates and endorsements presented comply with the provisions of this Agreement.

F. Coverage Maintenance. Licensee or its consultant or contractor shall replace certificates, policies and endorsements for any insurance expiring prior to the termination of this Agreement. Further, Licensee or its consultant or contractor shall maintain such insurance from the execution of this Agreement until the Licensed Property is fully restored, except as otherwise provided in this Agreement.

G. Licensed Insurer. Licensee or its consultant or contractor shall place such insurance with insurers having A.M. Best Company ratings of no less than A+:VIII and licensed to do business in California, unless otherwise approved, in writing, by the Licensor.

Exhibit "A"
Page 2 of 2

EXHIBIT “B”
LICENSED PROPERTY



Map Version 3 Date: 3/4/20



DMU Railroad Agreement
 Perris Valley Line

Epic Land Solutions, Inc.

This map was created using the best data available at the time of production. Epic Land Solutions Inc. assumes no responsibility for the accuracy of third party information. This map is intended for data visualization only and should not serve as the basis for any legal action or be used for engineering purposes.

Attachment: Exhibit B_DMU_Railroad_20210304_2 (7539 : RPRP License Agreement with RCTC for use of Layover Facility and Testing of DMU

Minute Action

AGENDA ITEM: 15

Date: April 7, 2021

Subject:

Measure I Valley Major Street Projects Program Allocation Planning for Fiscal Year 2021/2022

Recommendation:

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

Approve the following amount for consideration in the SBCTA Fiscal Year 2021/2022 Budget: Valley Major Street Arterial Sub-Program for \$24,515,960.60.

Background:

San Bernardino County Transportation Authority (SBCTA) staff is engaged in the Measure I Major Street Projects Program allocation planning process for Fiscal Year (FY) 2021/2022. This process provides information that both SBCTA and its member agencies will use in the preparation of their capital budgets. One of the allocation planning activities is to calculate the fair-share distribution of Valley Major Street Projects Program - Arterial Sub-Program funds among Valley member jurisdictions. Attachment 1 summarizes Measure I Valley Arterial Sub-Program prior years' allocations, the proposed FY 2021/2022 allocations, invoiced reimbursements, and arterial loans as of February 23, 2021.

On June 3, 2020, after a reconciliation of the Valley Major Street Projects Program - Arterial Sub-Program, three jurisdictions had allocations exceeding their equitable share of revenue, and the SBCTA Board of Directors approved a 15-year allocation adjustment strategy to adjust future allocations among jurisdictions and restore jurisdictional equity to the Sub-Program.

Table 1 shows the overall proposed FY 2021/2022 Measure I Valley Arterial Sub-Program allocations by jurisdiction, as well as the cumulative allocation from FY 2009/2010 through FY 2021/2022, and the invoices processed as of February 23, 2021. An expanded table showing how the recommended arterial allocations were derived is provided in Attachment 1. The cumulative allocation already includes the adjustments from the 15-year allocation adjustment strategy. Each jurisdiction will have access to their cumulative total, less what they have already invoiced. Table 2 shows the remaining balances to be adjusted after this first adjustment in the 15-Year strategy. **Note that Tables 1 and 2 and Attachment 1 were updated after Metro Valley Study Session review for minor corrections to the equitable share adjustments between jurisdictions. This does not impact the total recommended Valley Major Street Arterial Sub-Program amount of \$24,515,960.60.**

It should also be noted that on January 9, 2019, the SBCTA Board of Directors approved an increased allocation to the Express Bus/Bus Rapid Transit Service Program from 2% to 5%, with the corresponding 3% reduction coming from the Valley Major Street Projects Program effective on April 1, 2020. Those percentages are already taken into account in the numbers in tables below and Attachment 1. Additionally, Measure I Policy No. 40006, Valley Major Street Program, states that beginning in FY 2018/2019, the Valley Major Street Projects Program funding would be split 80% to the Arterial Sub-Program and 20% to the Grade Separation Sub-Program. Those same percentages were continued by policy into FY 2021/2022.

Entity: San Bernardino County Transportation Authority

Table 1 - Measure I Arterial Sub-Program FY 2021/2022 Allocation Proposal and Status

Jurisdiction and Share		Allocations and Invoicing			
A	B	C	D	E	F
Jurisdiction	Equitable Share	Proposed FY21/22 Allocation Est * Equitable Share + Equitable Share Adjustment	Proposed Cumulative Allocations FY10/11-21/22	Arterial Invoicing Reimbursements thru FY20/21 (at 2/23/21)	Balance of Allocation Available thru FY21/22 Col D - Col E
Chino	7.591%	\$ 2,001,917.98	\$16,134,911.19	\$2,708,725.43	\$13,426,185.76
Chino Hills	2.194%	\$ 0.00	\$11,731,062.38	\$8,687,344.18	\$3,043,718.20
Colton	2.534%	\$ 703,277.76	\$4,912,861.29	\$377,632.39	\$4,535,228.90
Fontana	19.400%	\$ 3,389,819.53	\$65,231,737.48	\$40,379,010.60	\$24,852,726.88
Grand Terrace	1.389%	\$ 385,498.34	\$2,692,961.46	\$151,461.76	\$2,541,499.70
Highland	6.777%	\$ 1,875,612.85	\$13,210,105.20	\$604,993.61	\$12,605,111.59
Loma Linda	4.074%	\$ 1,130,684.13	\$7,898,578.09	\$2,591,018.56	\$5,307,559.53
Montclair	0.597%	\$ 165,689.35	\$1,157,449.95	\$6,308.40	\$1,151,141.55
Ontario	12.272%	\$ 3,405,929.22	\$23,792,673.13	\$6,440,675.80	\$17,351,997.33
Rancho Cucamonga	5.044%	\$ 1,033,340.94	\$14,832,421.61	\$12,201,187.56	\$2,631,234.05
Redlands	4.854%	\$ 1,347,162.68	\$9,410,824.26	\$2,114,987.00	\$7,295,837.26
Rialto	3.831%	\$ 1,024,090.60	\$7,956,760.08	\$5,310,977.79	\$2,645,782.29
San Bernardino	7.857%	\$ 2,180,605.11	\$15,232,972.03	\$4,947,515.80	\$10,285,456.23
Upland	2.743%	\$ 761,282.91	\$5,318,065.71	\$3,158,456.91	\$2,159,608.80
Yucaipa	5.965%	\$ 1,536,932.78	\$13,167,816.77	\$13,830,675.85	-\$662,859.08
County	12.878%	\$ 3,574,116.40	\$24,967,572.08	\$6,005,479.00	\$18,962,093.08
TOTALS	100.00%	\$24,515,960.60	\$237,648,772.72	\$109,516,450.64	\$128,132,322.08

Table 2 – First Year of 15-year Equitable Share Adjustments and Balances

Jurisdiction	FY 20/21 Total Allocation (Over)/Under Revenue Share	FY 21/22 Proposed Allocation Adjustment	Remaining Allocation (Over)/Under Revenue Share
Chino	\$2,045,918.56	\$140,911.41	\$1,905,007.15
Chino Hills	(\$7,054,928.48)	(\$537,880.18)	(\$6,517,048.31)
Colton	\$1,191,201.93	\$82,043.32	\$1,109,158.61
Fontana	(\$20,494,152.40)	(\$1,366,276.83)	(\$19,127,875.57)
Grand Terrace	\$652,951.65	\$44,971.65	\$607,980.00
Highland	\$3,109,518.33	\$214,166.20	\$2,895,352.12
Loma Linda	\$1,915,136.81	\$131,903.90	\$1,783,232.91
Montclair	\$280,642.29	\$19,329.07	\$261,313.22
Ontario	\$5,768,914.80	\$397,330.54	\$5,371,584.26
Rancho Cucamonga	(\$3,048,661.62)	(\$203,244.11)	(\$2,845,417.51)
Redlands	\$2,281,805.12	\$157,157.96	\$2,124,647.16
Rialto	\$1,232,448.55	\$84,884.15	\$1,147,564.40
San Bernardino	\$3,693,478.12	\$254,386.08	\$3,439,092.04
Upland	\$1,289,450.23	\$88,810.11	\$1,200,640.12
Yucaipa	\$1,082,488.25	\$74,555.73	\$1,007,932.53
County	\$6,053,787.87	\$416,951.00	\$5,636,836.87
TOTALS	\$0.00	\$0.00	\$0.00

Board of Directors Agenda Item
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Financial Impact:

This item has no financial impact on the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 11, 2021.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

San Bernardino County Transportation Authority

FY 2021/2022 Proposed Allocations Measure I Major Street Projects Program

ATTACHMENT 1

Estimated FY 21/22 Major Streets Revenue	\$ 26,842,900.00
Excess FY 19/20 Major Streets Revenue ⁽¹⁾	\$ 1,978,261.00
FY 21/22 Major Streets Allocation	\$ 28,821,161.00
Arterial Portion (80%)	\$ 23,056,928.80
Adjustment for FY 19/20 Interest Allocation	\$ 1,874,248.80
Adjustment for final FY 19/20 Indirect Allocation ⁽²⁾	(\$ 437,425.00)
Adjustment for final FY 20/21 Indirect Allocation ⁽³⁾	\$ 22,208.00
FY 21/22 Arterial Allocation Estimate	\$ 24,515,960.60
FY 21/22 Grade Separation Allocation Estimate (20%)	\$ 5,764,232.20

Jurisdiction and Share		Allocations and Invoicing										Additional Information
A	B	C	D	E	F	G	H	I	J	K	L	M
Jurisdiction	Equitable Share	Cumulative Allocations FY10/11-20/21	Unadjusted FY21/22 Allocation	Allocation Adjustment ⁽³⁾	Proposed FY21/22 Allocation	Cumulative Allocations FY10/11-21/22	Project Advancement Agreement Final Reimbursements	Arterial Loan Draws at 6/30/2020	Arterial Invoicing Reimbursements at 6/30/2020 (FY End 19/20) ⁽⁴⁾	Arterial Invoicing Reimbursements FY20/21 (at 2/23/21) ⁽⁴⁾	Balance of Allocation Available thru FY20/21	Arterial Loan Available at 6/30/2020
			Est * Equitable Share			Sum (Col C to Col F)	PAA Database	Eden Financial system	Eden Financial system	Eden Financial system	Col G - Sum (Col H to Col K)	
Chino	7.591%	\$14,132,993.21	\$ 1,861,006.57	\$ 140,911.41	\$ 2,001,917.98	\$16,134,911.19	\$2,409,779.49		\$298,945.94	\$0.00	\$13,426,185.76	
Chino Hills	2.194%	\$11,731,062.38	\$ 537,880.18	-\$ 537,880.18	\$ 0.00	\$11,731,062.38	\$8,687,344.18		\$0.00	\$0.00	\$3,043,718.20	
Colton	2.534%	\$4,209,583.53	\$ 621,234.44	\$ 82,043.32	\$ 703,277.76	\$4,912,861.29			\$374,399.91	\$3,232.48	\$4,535,228.90	
Fontana	19.400%	\$61,841,917.95	\$ 4,756,096.36	-\$ 1,366,276.83	\$ 3,389,819.53	\$65,231,737.48	\$34,928,457.14		\$4,783,904.69	\$666,648.77	\$24,852,726.88	
Grand Terrace	1.389%	\$2,307,463.11	\$ 340,526.69	\$ 44,971.65	\$ 385,498.34	\$2,692,961.46			\$151,461.76	\$0.00	\$2,541,499.70	
Highland	6.777%	\$11,334,492.35	\$ 1,661,446.65	\$ 214,166.20	\$ 1,875,612.85	\$13,210,105.20	\$120,709.61	\$484,284.00	\$0.00	\$0.00	\$12,605,111.59	\$ 9,198,079.00
Loma Linda	4.074%	\$6,767,893.96	\$ 998,780.23	\$ 131,903.90	\$ 1,130,684.13	\$7,898,578.09			\$2,591,018.56	\$0.00	\$5,307,559.53	
Montclair	0.597%	\$991,760.60	\$ 146,360.28	\$ 19,329.07	\$ 165,689.35	\$1,157,449.95			\$6,308.40	\$0.00	\$1,151,141.55	\$ 3,897,667.00
Ontario	12.272%	\$20,386,743.91	\$ 3,008,598.68	\$ 397,330.54	\$ 3,405,929.22	\$23,792,673.13			\$6,048,388.50	\$392,287.30	\$17,351,997.33	\$ 6,383,764.00
Rancho Cucamonga	5.044%	\$13,799,080.66	\$ 1,236,585.05	-\$ 203,244.11	\$ 1,033,340.94	\$14,832,421.61	\$6,771,580.86		\$5,429,606.70	\$0.00	\$2,631,234.05	
Redlands	4.854%	\$8,063,661.58	\$ 1,190,004.73	\$ 157,157.96	\$ 1,347,162.68	\$9,410,824.26		\$2,475.00	\$2,112,512.00	\$0.00	\$7,295,837.26	\$ 672,522.00
Rialto	3.831%	\$6,932,669.48	\$ 939,206.45	\$ 84,884.15	\$ 1,024,090.60	\$7,956,760.08	\$899,731.56		\$4,411,246.23	\$0.00	\$2,645,782.29	
San Bernardino	7.857%	\$13,052,366.93	\$ 1,926,219.02	\$ 254,386.08	\$ 2,180,605.11	\$15,232,972.03			\$2,982,461.42	\$1,965,054.38	\$10,285,456.23	
Upland	2.743%	\$4,556,782.81	\$ 672,472.80	\$ 88,810.11	\$ 761,282.91	\$5,318,065.71			\$3,158,456.91	\$0.00	\$2,159,608.80	\$ 2,029,872.00
Yucaipa	5.965%	\$11,630,883.99	\$ 1,462,377.05	\$ 74,555.73	\$ 1,536,932.78	\$13,167,816.77	\$2,724,856.41		\$4,960,130.03	\$6,145,689.41	-\$662,859.08	
County	12.878%	\$21,393,455.68	\$ 3,157,165.41	\$ 416,951.00	\$ 3,574,116.40	\$24,967,572.08			\$5,983,366.00	\$22,113.00	\$18,962,093.08	
TOTALS	100.00%	\$213,132,812.12	\$24,515,960.60	\$0.00	\$24,515,960.60	\$237,648,772.72	\$56,542,459.25	\$486,759.00	\$43,292,207.05	\$9,195,025.34	\$128,132,322.08	\$22,181,904.00

- NOTES:
 (1) Split is Arterial 80% and Grade Separation 20% as of FY18/19
 (2) Difference between FY20/21 Indirect planned of \$277,168 and \$254,960 actuals and correction to FY19/20 Indirect allocation.
 (3) 15 Year adjustments to allocations to bring all Valley jurisdictions to their equitable share (per SBCTA Board June 3, 2020)
 (4) Arterial Invoicing Reimbursements paid out per SBCTA financial system; includes project payments for projects for which SBCTA is lead (i.e., Mt Vernon Viaduct and 4th Street Bridge)

Excess Revenue Calculations	
FY 19/20 actual Major Streets	\$ 27,745,669.00
FY 19/20 planned Major Streets	\$ 25,767,408.00
Excess actual over planned	\$ 1,978,261.00

Attachment: FY21-22 Proposed Arterial Allocations (7532 : Measure I Valley Major Street Program

Minute Action

AGENDA ITEM: 16

Date: April 7, 2021

Subject:

Rural Mountain/Desert Subareas Regional/Interregional Projects Prioritization

Recommendation:

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

Approve the Rural Mountain/Desert Subareas Regional/Interregional Projects List and prioritization of projects within each subarea, and direct staff to work with jurisdictions to begin to incorporate the highest priorities into the 2021 Update to the 10-Year Delivery Plan.

Background:

The voter-approved Measure I 2010-2040 Expenditure Plan for the Mountain/Desert subareas identifies many projects on regional/interregional, state, interstate, and U.S. highways throughout the Mountain/Desert region as projects to be funded from the Measure I Major Local Highways Program (MLHP). At its April 3, 2019 meeting, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved Agenda Item 18 – Mountain/Desert Regional/Interregional Projects Set-Aside Funding, which directed SBCTA staff to work with California Department of Transportation (Caltrans) and local jurisdictions on identifying needs and developing funding set-asides for regional/interregional highway improvements in the Mountain/Desert Subareas. All participants have been asked to provide input.

It was determined that a series of meetings for each Subarea would take place for the purpose of coordinating project planning and programming among jurisdictions, identifying regional transportation infrastructure needs, and developing a list of regional/interregional projects, including those on State, Interstate, and U.S. highway routes, along with the funding amount required and availability of funding to be set-aside.

A number of meetings have taken place in the past year where staff from each local jurisdiction has been provided an opportunity to nominate regional projects. Caltrans has also shared information about their current and planned projects and the agencies have been able to communicate to Caltrans issues on the state highways within their jurisdictions. Some specific recommendations and projects discussed included:

- Regional/Interregional highway project needs.
- Project prioritization – the need to develop and utilize ranking criteria. Attachment A to this item contains a list of prioritized regional/interregional projects, as identified by the Subareas and SBCTA staff.
- Funding flow – Identifying all current available local, state and federal funding sources. Attachment B to this item contains a list of these funding sources with a brief description of use and whether they are formula or competitive funds. It also reflects which agencies are eligible recipients for particular funds. It is important to note that in the Rural Mountain/Desert Subareas, Measure I MLHP funds are shared equally between jurisdictions within the Subarea by policy, but State and Federal funds are not.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 7, 2021

Page 2

While some Federal funds have been allocated to projects on the local network to ensure that they are able to be delivered on schedule, it is assumed that State and Federal funds will be largely responsible for funding the regional/interregional projects.

- Future State Route 247 (SR 247) Interstate 15 (I-15) Bypass Project – Caltrans staff indicated that an update to the I-15 Corridor Plan (Plan) has recently been initiated with work on the Plan beginning in late 2019. As part of that update, Caltrans will analyze alternative bypass options. Staff of the three subareas through which SR 247 lies – North Desert, Victor Valley, and Morongo Basin – have agreed that Measure I Project Development/Traffic Management Systems (PD/TMS) funds from each subarea would be appropriate to fund an initial feasibility study that would examine possible improvements and costs for a future project.

Attachment A lists the prioritized project lists for the Colorado River, Morongo Basin, Mountains and North Desert Subareas. The list for the Victor Valley Subarea is still in preparation and will be presented for approval in the coming months.

After all meetings have taken place, the final product will be a cooperatively developed list of regional/interregional projects with programmed funding to be included in SBCTA's 2021 Update to the 10-Year Delivery Plan for the highest priorities. Staff will work with jurisdictions within each Subarea to develop funding plans that balance initiation of these highest priorities while continuing to address jurisdictional priorities on the local network. This list will be reviewed and revised as needed every two years in conjunction with the update to the 10-Year Delivery Plan.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on March 19, 2021.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

ATTACHMENT A - RURAL MOUNTAIN/DESERT SUBAREAS REGIONAL/INTERREGIONAL PROJECT PRIORITIZATION

COLORADO RIVER SUBAREA			
<i>Project</i>	<i>Project Limits</i>	<i>Project Type of Work</i>	<i>Rank</i>
Needles Highway Improvements, Segment 1 (south segment)	David Drive to south of Piute Wash (2.15 miles)	Final improvements with horizontal and/or vertical re-alignment, culverts, and full depth reconstruction.	1
Needles Highway Improvements, Segment 2 (north segment)	1.6 miles south of Aha Macay Parkway to Nevada State line (4 miles)	Final improvements with horizontal and/or vertical re-alignment, culverts, and full depth reconstruction.	2
Needles Highway Improvements, Segment 3 (middle segment)	North of Piute Wash to 1.6 miles south of Aha Macay Parkway (5.4 miles)	Pavement surface improvement	3

MORONGO BASIN SUBAREA			
<i>Project</i>	<i>Project Limits</i>	<i>Project Type of Work</i>	<i>Rank</i>
SR 62 Street Improvements from Encelia Avenue to Split Rock Avenue, Phase 2 Widening	Encelia Avenue to Larrea Street	The project will construct curbs, gutters, sidewalks, and raised medians on SR 62 from Encelia Ave. to Larrea Ave. Project includes minor widening on the north side of SR 62 and widening of the box culvert over the San Bernardino County Flood Control District Twentynine Palms wash.	1
SR 62 Widening, Sage Avenue to Airway Avenue	SR 62 from Sage Avenue to Airway Avenue	Widen the highway from Sage Ave. to Airway Ave. and install new traffic signals/relocate SCE poles	2
SR 62 Street Improvements from Encelia Avenue to Split Rock Avenue, Phase 3	Larrea Ave to Split Rock	The project will construct curbs, gutters, sidewalks, and raised medians on SR 62 from Larrea Ave. to Split Rock Ave.	3
SR 62 Widening, Yucca Valley Town Limits to Sage Avenue	0.19 miles SW of Shafter Avenue (Yucca Valley Town Limits) to Sage Avenue	Widen SR 62 one lane in each direction, signal/intersection modifications	4
SR 62 Widening, Hess NE to Yucca Valley Town Limits	Hess Boulevard NE to 0.19 miles SW of Shafter Avenue (Yucca Valley Town Limits)	Widen SR 62 one lane in each direction, signalize intersection at Hess Blvd	5
SR 247 Widening, SR 62 to Northerly Town Limits	SR 62 to Northerly Town Limits	Widen one lane in each direction	NR*
SR 247 Widening, Yucca Valley Town Limit to N Subarea boundary	0.125 miles SE of Pipes Canyon Road (N Yucca Valley Town Limit) N&W to Camp Rock Road (N Morongo Basin Subarea Boundary)	Widen one lane in each direction	NR*
SR 247 Improvements (I-15 Bypass)	Camp Rock Rd (N Morongo Basin Subarea boundary) S to SR 62 S to Riverside County Line	Passing lanes, left and right turn pockets, intersection improvements	NR*
Lear Avenue Marine Corps Base Access Road Construction	Twentynine Palms Marine Corps Base to SR 62	New road construction Base to Pole Line Rd, reconstruction Pole Line Rd to SR 62	NR*

* NR = Not Ranked. These projects have been deprioritized by the Subarea but are listed for reference as having been considered.

MOUNTAINS SUBAREA			
<i>Project</i>	<i>Project Limits</i>	<i>Project Type of Work</i>	<i>Rank</i>
SR 138 at Crest Forest Drive Realignment	SR 138 from Crest Forest Drive to Lake Drive	Reconfigure Intersection	1
SR 18 at Snow Valley	SR 18 at Snow Valley Parking Lot Intersection	Re-stripe Snow Valley parking lot intersection with SR 18 to provide one westbound through lane plus an acceleration lane for left-turning traffic going west on SR 18	1
SR 18 (Big Bear Boulevard), Division Drive to Paradise Way	SR 18 (Big Bear Boulevard), Division Drive to Paradise Way	Develop a center turn lane and adequate drainage	3
SR 18 at Hilltop Boulevard	SR 18 at SR 330, Soutar Dr and Hunsaker Way	Study installation of westbound SR 330 receiving lane for traffic turning left from SR 18, install left turn pockets on SR 18 at Soutar Drive and Hunsaker Way	4

NORTH DESERT SUBAREA			
<i>Project</i>	<i>Project Limits</i>	<i>Project Type of Work</i>	<i>Rank</i>
SR 247 (I-15 Bypass)	I-15 south to Victor Valley Subarea boundary	Feasibility Study - possible passing lanes, left and right turn pockets, intersection improvements	1
National Trails Highway Bridges <20' Replacement	National Trails Hwy, 4.43 miles west of Amboy Road to 17 miles east of Amboy Road (21.43 miles)	Replace bridges less than 20 feet	1
Fort Irwin Road		Reconstruction	3
I-15 widening	Main Street to Yermo	Widening from 2 to 3 lanes	4
US-395 Widening, Phase 4	Shadow Mountain Road to SR 58	Widening from 2 to 4 lanes	5
I-15 @ Delores Interchange	I-15 @ Delores	Construct Interchange	6

Attachment: Attachment A - Rural MD Project Prioritizations [Revision 1] (7563 : Rural Mountain/Desert

**ATTACHMENT B
RURAL MOUNTAIN/DESERT SUBAREAS TRANSPORTATION FUNDING SOURCES
for REGIONAL/INTERREGIONAL HIGHWAY PROJECTS**

CITY/COUNTY	SBCTA	CALTRANS
LOCAL FUNDS		
Development Impact Fees (DIF) Contribution	Measure I Major Local Highway (MLH)	
Required if Traffic Impact Analysis has indicated improvements are needed.		
Local Funds	For major streets and highways serving as primary routes of travel within subarea. Shared equally between jurisdictions within the Subarea.	
Can be used for project phases without Public Share contribution or to fill gaps in funding.		
	Measure I Project Development - Traffic Management Systems (PDTMS)	
	For corridor studies and project study reports.	
STATE FUNDS		
Local Partnership Program (LPP)	Local Partnership Program (LPP)	State Highway Operation & Protection Program (SHOPP)
Jurisdictions with traffic mitigation fees are eligible to apply for projects that improve aging infrastructure, road conditions, active transportation, and have health and safety benefits. Competitive grant.	Generally, for regional/interregional projects that improve aging infrastructure, road conditions, active transportation, and have health and safety benefits. Formula funds and competitive grant.	For repair and preservation of existing infrastructure, emergency repairs, safety improvements, and some highway operational improvements on the State Highway System. Not for capacity increasing projects.
	Solutions for Congested Corridors Program (SCCP)	Solutions for Congested Corridors Program (SCCP)
	For high-occupancy vehicle lanes, managed lanes, auxiliary lanes, truck climbing lanes, and other non-general purpose lane highway improvements. Competitive grant.	For high-occupancy vehicle lanes, managed lanes, auxiliary lanes, truck climbing lanes, and other non-general purpose lane highway improvements. Competitive grant.
Trade Corridor Enhancement Program (TCEP)	Trade Corridor Enhancement Program (TCEP)	Trade Corridor Enhancement Program (TCEP)
For improvements on corridors with high volume of freight movement. Competitive grant (60% target) .	For improvements on corridors with high volume of freight movement. Competitive grant (60% target) .	For improvements on corridors with high volume of freight movement. Competitive grant (60% target) .
	State Transportation Improvement Program - Regional (STIP-RIP)	State Transportation Improvement Program - Interregional (STIP-IIP)
	Generally, for regional/interregional capital improvement transportation projects on and off the State Highway System. Formula funds.	For improvements to state highways, intercity passenger rail, interregional movement of people, vehicles, and goods based on statewide priorities.

**ATTACHMENT B
RURAL MOUNTAIN/DESERT SUBAREAS TRANSPORTATION FUNDING SOURCES
for REGIONAL/INTERREGIONAL HIGHWAY PROJECTS**

CITY/COUNTY	SBCTA	CALTRANS
FEDERAL FUNDS		
	<p align="center">Surface Transportation Program (STP)</p> <p>Most flexible federal funding for regional/interregional highway and bridge projects. Formula Funds.</p>	
	<p align="center">Congestion Mitigation and Air Quality (CMAQ)</p> <p>For transportation projects and other efforts that contribute air quality improvements and provide congestion relief. Formula funds.</p>	
<p align="center">Highway Bridge Program (HBP)</p> <p>For projects to replace or rehabilitate bridges in the National Bridge Inventory. Caltrans prioritizes.</p>	<p align="center">Highway Bridge Program (HBP)</p> <p>For projects to replace or rehabilitate bridges in the National Bridge Inventory. Caltrans prioritizes.</p>	
<p align="center">Infrastructure for Rebuilding America (INFRA)</p> <p>For nationally and regionally significant freight and highway projects. Competitive grant.</p>	<p align="center">Infrastructure for Rebuilding America (INFRA)</p> <p>For nationally and regionally significant freight and highway projects. Competitive grant.</p>	<p align="center">Infrastructure for Rebuilding America (INFRA)</p> <p>For nationally and regionally significant freight and highway projects. Competitive grant.</p>
<p align="center">Better Utilizing Investments to Leverage Development (BUILD)</p> <p>For highway and bridge projects with national significance. (Prior TIGER grant) Competitive grant.</p>	<p align="center">Better Utilizing Investments to Leverage Development (BUILD)</p> <p>For highway and bridge projects with national significance. (Prior TIGER grant) Competitive grant.</p>	<p align="center">Better Utilizing Investments to Leverage Development (BUILD)</p> <p>For highway and bridge projects with national significance. (Prior TIGER grant) Competitive grant.</p>

Attachment: Attachment B - Rural MD Regional Project Funding Sources (7563 : Rural Mountain/Desert Subareas Regional/Interregional

Minute Action

AGENDA ITEM: 17

Date: April 7, 2021

Subject:

Funding Agreement for the State Route 62 Raised Median Project with the City of Twentynine Palms

Recommendation:

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

A. Allocate \$619,000 of Measure I Morongo Basin Subarea Major Local Highway Projects (MLHP) Program funds to the City of Twentynine Palms for the State Route (SR) 62 Raised Median Project.

B. Approve Agreement No. 21-1002561 with the City of Twentynine Palms in the amount of \$619,000 in Measure I Morongo Basin Subarea MLHP Program funds for the SR 62 Raised Median Project.

Background:

The City of Twentynine Palms (City) has requested Measure I Morongo Basin Subarea Major Local Highway Projects Program funding to complete one phase of a multi-million dollar project to improve State Route (SR) 62 from Encelia Avenue to Split Rock Avenue (2.2 miles). The entire project includes safety related street improvements that allow the smooth progression of both pedestrian and vehicular traffic. These improvements include the construction of curb and gutter and paved shoulders at their ultimate location, the construction of new concrete sidewalks for pedestrian safety, and the installation of raised medians to enhance traffic safety by reducing or eliminating left turning movements at the multiple existing businesses and residential driveways along this segment of the high-speed highway. The City has completed the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) environmental document for the entire length of the project.

On January 12, 2021, the City Council awarded a contract to KOA Inc. to design a phase of the project which is a raised median along SR 62 beginning at Encelia Avenue and extending 850' to the east.

The schedule for this median construction phase is estimated to be completed within 18 months, but to allow for possible schedule delays, the termination date of the agreement will be June 30, 2023.

Financial Impact:

This item has no financial impact on the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on March 19, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
April 7, 2021
Page 2

Approved
Board of Directors
Date: April 7, 2021
Witnessed By:

San Bernardino County Transportation Authority

Contract Summary Sheet

17.a

General Contract Information

Contract No: 21-1002561 Amendment No.: _____
 Contract Class: Payable Department: Fund Administration
 Vendor No.: 02201 Vendor Name: CITY OF TWENTYNINE PALMS
 Description: STATE ROUTE 62 RAISED MEDIAN PROJECT
 List Any Related Contract Nos.: _____

Dollar Amount

Original Contract	\$	619,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	619,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	619,000.00

Contract Authorization

Board of Directors Date: 04/07/2021 Board Item # 7565

Contract Management (Internal Purposes Only)

Other Contracts Local Sole Source? N/A No Budget Adjustment
 Funding Agreement

Accounts Payable

Estimated Start Date: 04/07/2021 Expiration Date: 06/30/2023 Revised Expiration Date: _____
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Total Contract Funding: Total Contingency:

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$	
GL	4530	50	0550	0516	54840	41100000	20	Morongo Basin MLHP	619,000.00	-
GL								619,000.00	-	
GL								-	-	
GL								-	-	
GL								-	-	
GL								-	-	
GL								-	-	
GL								-	-	
GL								-	-	
GL								-	-	

Michele Fogerson

Andrea Zureick

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - Revised - 08-31-2020 1.21pm - Blank [Revision 1] (7565 : Funding Agreement for the SR62 Raised Median Project)

PROJECT FUNDING AGREEMENT NO. 21-1002561

FOR

STATE ROUTE 62 RAISED MEDIAN PROJECT

(CITY OF TWENTYNINE PALMS)

THIS Project Funding Agreement (“Agreement”) by and between the San Bernardino County Transportation Authority (“SBCTA”) and the City of Twentynine Palms (“CITY”). SBCTA and CITY are each a “Party” or collectively “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Morongo Basin Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Morongo Basin Subarea Major Local Highway Projects Program (“MLHP”) funds; and
- B. The State Route 62 Raised Median Project (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. SBCTA has determined that the PROJECT is eligible to receive the Morongo Basin Subarea MLHP funds;
- D. CITY has requested an allocation of \$619,000 in Morongo Basin Subarea MLHP funds for all phases of the PROJECT for which CITY is the lead agency;
- E. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT; and
- F. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan as adopted by SBCTA; and

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

SECTION I

SBCTA AGREES:

- To allocate and reimburse CITY up to a maximum of \$619,000 for those eligible PROJECT expenses that are incurred by CITY for the PROJECT as set forth in Attachment B to this Agreement and governed by policy in the Measure I 2010-2040 Strategic Plan in effect as of the AGREEMENT’s Effective Date. Expenses relative to time spent on the PROJECT by CITY are considered eligible PROJECT expenses and may be charged to the PROJECT subject to SBCTA’s guidelines. SBCTA shall have

no further responsibilities to provide any funding for the PROJECT exceeding this amount unless a written amendment to this Agreement is signed by both Parties.

2. To reimburse CITY, subject to Paragraph 1 of this Section I, in accordance with the POLICY and after CITY submits to SBCTA an original and an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY up to the maximum amount identified in Section I, Paragraph 1 of this Agreement, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including providing 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 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.
4. To assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

CITY AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.
2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT expenses in an amount not to exceed \$619,000, unless this Agreement is amended and approved increasing PROJECT costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT by CITY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA, State, and Federal guidelines.
3. In the case that State and Federal funds are allocated to the PROJECT, to secure all necessary State and Federal authorizations that are required before incurring eligible PROJECT expenditures.
4. To abide by all applicable SBCTA, CITY, State and Federal laws, regulations, policies and procedures pertaining to the PROJECT.
5. In the case that Measure I funds are allocated to the PROJECT, to prepare and submit to SBCTA an original and one electronic copy of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to SBCTA as frequently as monthly.

6. In the case that State and Federal funds are allocated to the PROJECT, to be responsible for requesting reimbursement through the California Department of Transportation.
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 Hall. Copies will be made and furnished by CITY upon written request by SBCTA.
8. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY'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 CITY.
9. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures. An original and two copies 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.
10. 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.
11. 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 CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CITY 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, the SBCTA reserves the right to withhold future payments due CITY from any source under SBCTA's control.
12. To include SBCTA in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to SBCTA, and to consult with SBCTA on critical issues relative to the PROJECT.
13. In the case that Measure I funds are allocated to the PROJECT, as an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of SBCTA and CITY.

14. To include in all contracts between CITY and contractors for the PROJECT the requirement that SBCTA be named as an additional insured under general liability insurance policies maintained by the contractor for the PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost shall be borne by CITY 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 CITY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY shall inform SBCTA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall SBCTA be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.
4. Eligible PROJECT reimbursements shall include only those costs incurred by CITY 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 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.
6. 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.

7. In the event CITY 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, CITY and/or SBCTA shall indemnify the other to the extent of its comparative fault.
8. This Agreement will be considered terminated upon reimbursement of all eligible costs by SBCTA or June 30, 2023, whichever is sooner, provided that the provisions of Paragraphs 7, 8, 9, 10 and 11 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 CITY within twelve (12) months of the Effective Date of this Agreement.
9. SBCTA may terminate this Agreement if CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
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 for PROJECT, are attached to and incorporated into this Agreement.
12. The 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.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF TWENTYNINE PALMS

By: _____
Frank Navarro, President
Board of Directors

By: _____
Frank Luckino
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

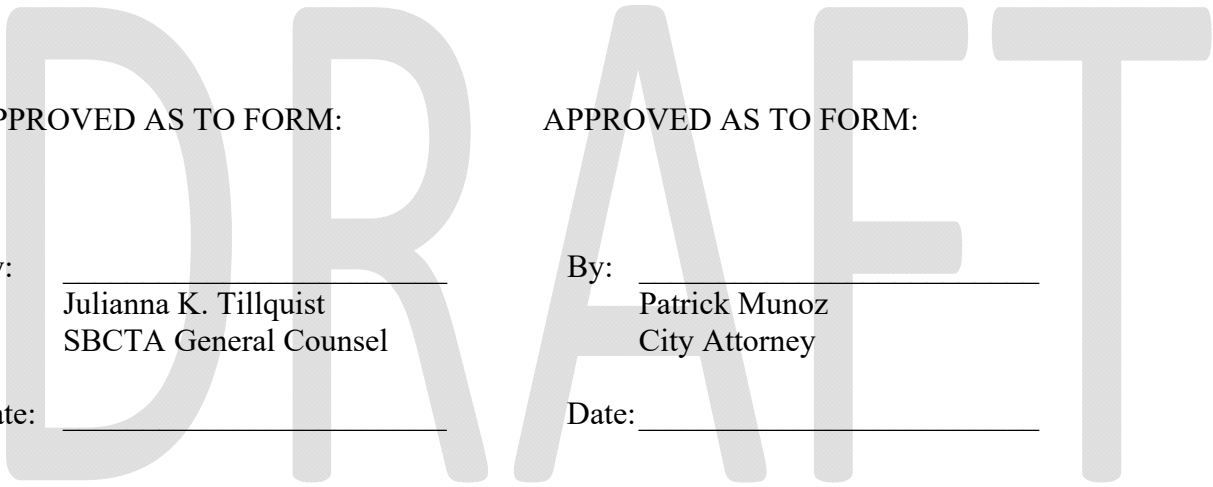
APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
Patrick Munoz
City Attorney

Date: _____

Date: _____



Attachment: 21-1002561 (7565 : Funding Agreement for the SR62 Raised Median Project)

Attachment A

STATE ROUTE 62 RAISED MEDIAN PROJECT Description of Project and Milestones

Project Title		
State Route 62 Raised Median Project		
Location, Project Limits, Description, Scope of Work, Legislative Description		
The raised concrete median is located on SR 62 within the City of Twentynine Palms. The limits start at Encelia Avenue and end approximately 850 feet east of Encelia Avenue. Scope includes design, administration, construction, construction management and inspection.		
Component	Implementing Agency	Reimbursements
PA&ED	City of Twentynine Palms	N/A
PS&E	City of Twentynine Palms	\$44,000
Right of Way	City of Twentynine Palms	N/A
Construction	City of Twentynine Palms	\$575,000
Legislative Districts		
	Assembly:	Senate:
	Congressional:	
Purpose and Need		
The construction of a raised median in front of the City's major shopping center on State Route 62 is the highest priority phase of a multi-million-dollar project to improve State Route 62 from Encelia Avenue to Split Rock Avenue (2.2 miles). The entire project includes safety related street improvements that allows the smooth progression of both pedestrian and vehicular traffic.		
Project Benefits		
The installation of a raised median will enhance traffic safety by eliminating left turning movements at the multiple existing business and residential driveways along this segment of the high-speed highway. Removing left turn movements will eliminate left turn right of way violation type traffic collisions.		
Project Milestone		Proposed
Project Study Report Approved		NA
Begin Environmental (PA&ED) Phase		NA
Circulate Draft Environmental Document	Document Type	NA
Draft Project Report		NA
End Environmental Phase (PA&ED Milestone)		NA
Begin Design (PS&E) Phase		3/1/2021
End Design Phase (Ready to List for Advertisement Milestone)		10/31/2021
Begin Right of Way Phase		NA
End Right of Way Phase (Right of Way Certification Milestone)		NA
Begin Construction Phase (Contract Award Milestone)		4/21/2022
End Construction Phase (Construction Contract Acceptance Milestone)		10/31/2022
Begin Closeout Phase		1/30/2023
End Closeout Phase (Closeout Report)		6/30/2023

ATTACHMENT B

STATE ROUTE 62 RAISED MEDIAN PROJECT

Summary of Estimated Costs

Phase	Total Cost	SBCTA Share⁽¹⁾	City Share
PA&ED	\$378,000	\$0	\$378,000
PS&E	\$44,000	\$44,000	\$0
ROW	NA	NA	NA
CON	\$575,000	\$575,000	\$0
TOTAL	\$997,000	\$619,000	\$378,000

⁽¹⁾ SBCTA's Share can be from sources under control of SBCTA 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. SBCTA share of funding can be moved between the PS&E and CON phases.

Minute Action

AGENDA ITEM: 18

Date: April 7, 2021

Subject:

Baseline Agreements for the I-15 Corridor Auxiliary and Express Lanes and I-10 Eastbound Truck Climbing Lane Projects

Recommendation:

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

A. Approve the Trade Corridor Enhancement Program Baseline Agreement No. 21-1002565 with the California Transportation Commission and the California Department of Transportation for the Interstate 15 Corridor Auxiliary and Express Lanes Project, referred to by the State as the “I-15 Lanes San Bernardino” Project. **The Project Programming Request Forms included as attachments to the Baseline Agreement are subject to change to reflect the current status of the project, consistent with San Bernardino County Transportation Authority Board of Directors actions.**

B. Approve the Trade Corridor Enhancement Program Baseline Agreement No. 21-1002563 with the California Transportation Commission and the California Department of Transportation for the Interstate 10 Eastbound Truck Climbing Lane Project. **The Project Programming Request Form included as an attachment to the Baseline Agreement is subject to change to reflect the current status of the project, consistent with San Bernardino County Transportation Authority Board of Directors actions.**

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. Two key competitive programs are 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.

In January 2020, San Bernardino County Transportation Authority (SBCTA) staff presented a preliminary strategy to submit grant applications to the California Transportation Commission (CTC) for the SB 1 competitive programs, Cycle 2 (2020). The preliminary strategy included submitting applications requesting \$29 million and \$58 million in funding from the SCCP and the TCEP, respectively, for a combined total of \$87 million for the Interstate 15 (I-15) Corridor Auxiliary and Express Lanes Project. The strategy also included requesting \$25 million from the TCEP for the Interstate 10 (I-10) Eastbound Truck Climbing Lanes Project in the City of Yucaipa.

As indicated in the January 2020 agenda item, SBCTA staff submitted the proposed project list and funding requests to California Department of Transportation (Caltrans) for their review and consideration of partnership. In response, Caltrans indicated they would partner with SBCTA on both of the proposed projects. Following further discussion with Caltrans, SBCTA ultimately requested \$87 million from the TCEP and \$32 million from the SCCP for the I-15 Corridor Auxiliary and Express Lanes Project and \$24 million from the TCEP for the I-10 Eastbound Truck Climbing Lanes Project, as planned.

On December 2, 2020, the CTC adopted the Program of Projects for the 2020 TCEP and 2020 SCCP, Cycle 2. The final funding request amounts and the funds ultimately awarded to the

Entity: San Bernardino County Transportation Authority

projects are indicated in Table 1. It should be noted that the SCCP funding SBCTA did not receive for the I-15 Corridor Auxiliary and Express Lanes Project was supplanted with TCEP funding.

Table 1. SB 1 Competitive Program Funding Requests and Awards to SBCTA, Cycle 2

Funding Program	Project	Funding Request	Funding Award
SCCP	I-15 Corridor Auxiliary and Express Lanes (Express lanes and auxiliary lanes from Cantu-Galleano Ranch Road to Foothill Blvd.)	\$32 million	\$0
TCEP	I-15 Corridor Auxiliary and Express Lanes (Express lanes and auxiliary lanes from Cantu-Galleano Ranch Road to Foothill Blvd.)	\$87 million	\$119 million
TCEP	I-10 Eastbound Truck Climbing Lanes in Yucaipa	\$24 million	\$24 million

In accordance with the SB 1 Accountability and Transparency Guidelines, SBCTA must enter into a Baseline Agreement with Caltrans and the CTC for any project receiving TCEP funds. The Baseline Agreement sets forth the agreed upon expected project benefits, scope, schedule, and cost and provides a benchmark for comparison to the current status of the project and the forecast of conditions under a no-build scenario. Baseline Agreements identify the agency responsible for meeting the reporting requirements and, for locally implemented projects, identify Caltrans' responsibilities relative to the type and location of the project. Additionally, the CTC considers the Baseline Agreement as the front-end document that forms the foundation for in-progress and follow-up accountability.

Because SBCTA received awards for projects that have approved environmental documents, fully signed Baseline Agreements must be approved by the CTC no later than the June 2021 CTC meeting. Staff is recommending that the SBCTA Board of Directors approve the Baseline Agreements indicated in the recommendation section of this item, Contract No. 21-1002565 and Contract No. 21-1002563, for the I-15 Corridor Auxiliary and Express Lanes Project and the I-10 Eastbound Truck Climbing Lanes Project, respectively. The West Valley Connector Bus Rapid Transit Project, Phase 1, was also awarded SCCP funds, and the respective Baseline Agreement is scheduled to be presented to the SBCTA Board for approval on April 7, 2021.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 11, 2021. **It should be noted that after Metro Valley Study Session review, a minor change was made to the Baseline Agreements to clarify that the State is responsible for a proportionate share of cost overruns, should they occur.**

Responsible Staff:

Vanessa Schoenewald, Management Analyst III

Board of Directors Agenda Item
April 7, 2021
Page 3

Approved
Board of Directors
Date: April 7, 2021
Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 21-1002565 Amendment No.: _____
 Contract Class: Payable Department: Fund Administration
 Vendor No.: 0450 Vendor Name: Caltrans/CTC
 Description: Baseline Agreement for I-15 Corridor Auxiliary and Express Lanes Project
 List Any Related Contract Nos.: _____

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

Contract Authorization

Board of Directors Date: 04/07/2021 Board Item # 7533

Contract Management (Internal Purposes Only)

Zero Dollar Contracts Zero Dollar Sole Source? N/A MOU/COOP/JPA N/A

Accounts Payable

Estimated Start Date: 06/23/2021 Expiration Date: 08/09/2027 Revised Expiration Date: _____
N/A N/A N/A

								Total Contract Funding:	Total Contingency:
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Vanessa Schoenewald Andrea Zureick
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Estimated start date is anticipated CTC approval date of Baseline Agreement.

Attachment: ATTACHMENT A CSS 21-1002565 Baseline Agreement I-15 Corridor Auxiliary and Express Lanes Project (7533 : Baseline

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
PROJECT BASELINE AGREEMENT
I-15 Lanes San Bernardino

Resolution _____
(will be completed by CTC)

1. FUNDING PROGRAM

- Active Transportation Program
- Local Partnership Program (Competitive)
- Solutions for Congested Corridors Program
- State Highway Operation and Protection Program
- Trade Corridor Enhancement Program

2. PARTIES AND DATE

- 2.1 This Project Baseline Agreement (Agreement) for the *I-15 Lanes San Bernardino*, effective on, _____ (will be completed by CTC), is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the Project Applicant, *San Bernardino County Transportation Authority (SBCTA)*, and the Implementing Agency, *SBCTA*, sometimes collectively referred to as the "Parties".

3. RECITAL

- 3.2 Whereas at its December 2, 2020 meeting the Commission approved the Trade Corridor Enhancement Program, and included in this program of projects the *I-15 Lanes San Bernardino*, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A and the Project Report attached hereto as Exhibit B, as the baseline for project monitoring by the Commission.
- 3.3 The undersigned Project Applicant certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

4. GENERAL PROVISIONS

The Project Applicant, Implementing Agency, and Caltrans agree to abide by the following provisions:

- 4.1 To meet the requirements of the Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) which provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.
- 4.2 To adhere, as applicable, to the provisions of the Commission:
- Resolution *Insert Number*, "Adoption of Program of Projects for the Active Transportation Program", dated _____
 - Resolution *Insert Number*, "Adoption of Program of Projects for the Local Partnership Program", dated _____
 - Resolution G-20-80, "Adoption of Program of Projects for the Solutions for Congested Corridors Program", dated December 2, 2020
 - Resolution *Insert Number*, "Adoption of Program of Projects for the State Highway Operation and Protection Program", dated _____
 - Resolution G-20-77, "Adoption of Program of Projects for the Trade Corridor Enhancement Program", dated December 2, 2020

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

- 4.3 All signatories agree to adhere to the Commission's Trade Corridor Enhancement Program, Guidelines. Any conflict between the programs will be resolved at the discretion of the Commission.
- 4.4 All signatories agree to adhere to the Commission's SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.
- 4.5 The SBCTA agrees to secure funds for any additional costs of the project.
- 4.6 The SBCTA agrees to report to Caltrans on a quarterly basis; after July 2019, reports will be on a semi-annual basis on the progress made toward the implementation of the project, including scope, cost, schedule, outcomes, and anticipated benefits.
- 4.7 Caltrans agrees to prepare program progress reports on a quarterly basis; after July 2019, reports will be on a semi-annual basis and include information appropriate to assess the current state of the overall program and the current status of each project identified in the program report.
- 4.8 The SBCTA agrees to submit a timely Completion Report and Final Delivery Report as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.9 All signatories agree to maintain and make available to the Commission and/or its designated representative, all work related documents including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of project benefits during the course of the project, and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 4.10 The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time during the course of the project and for four years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

5. SPECIFIC PROVISIONS AND CONDITIONS

5.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

5.2 Project Scope

See Project Report or equivalent, attached as Exhibit B. At a minimum, the attachment shall include the cover page, evidence of approved executive summary, and a link to or electronic copy of the full document.

5.3 Other Project Specific Provisions and Conditions

Notwithstanding any other term in this agreement, in the event of a cost overrun the state will cover a share proportionate to the state contribution of the TCEP funding identified in the Project Programming Request (PPR) submitted as a part of the baseline agreement.

Attachments:

- Exhibit A: Project Programming Request Form
Exhibit B: Project Report

SIGNATURE PAGE
TO
PROJECT BASELINE AGREEMENT

I-15 Lanes San Bernardino

Resolution _____

Frank Navarro
Date
President, SBCTA Board of Directors
Project Applicant

Frank Navarro
Date
President, SBCTA Board of Directors
Implementing Agency

Michael D. Beauchamp
Date
District Director
California Department of Transportation

Toks Omishakin
Date
Director
California Department of Transportation

Mitchell Weiss
Date
Executive Director
California Transportation Commission

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Amendment (Existing Project) YES NO Date 02/11/2021 07:36:44

Programs LPP-C LPP-F SCCP TCEP STIP Other

District	EA	Project ID	PPNO	Nominating Agency	
08	0R801	0820000075	0167M	San Bernardino County Transportation Authority (SBCTA)	
County	Route	PM Back	PM Ahead	Co-Nominating Agency	
San Bernardino	15	0.000	6.300	Caltrans HQ	
Riverside	15	49.800	52.300	MPO	Element
Project Manager/Contact			Phone	Email Address	
Dennis Saylor			909-884-8276	dsaylor@gosbcta.com	

Project Title

Interstate 15 Corridor Freight Improvement Project: Auxiliary Lanes and Express Lanes - Construction

Location (Project Limits), Description (Scope of Work)

In San Bernardino and Riverside Counties through the cities of Eastvale, Jurupa Valley, Ontario, and Rancho Cucamonga, on I-15 from Cant Galleano Road to Foothill Boulevard, construct auxiliary lanes and express lanes. An auxiliary lane will be added in the northbound direction from just south of Jurupa Street extending north to tie into existing auxiliary lanes north of Jurupa Street (1.21 miles). An additional northbound auxiliary lane will be added from just north of 4th Street to just south of Foothill Boulevard (1.6 miles). A new auxiliary lane will be added in the southbound direction from just south of the I-10/I-15 interchange to the Riverside County Line (2.05 miles). Express lanes will extend northerl from Cantu-Galleano Ranch Road/SR-60 to Foothill Boulevard. Express lanes will be constructed in the median of I-15 joining the Express Lanes currently under construction in Riverside County which will be operational by December 2020.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority (SBCTA)
PS&E	San Bernardino County Transportation Authority (SBCTA)
Right of Way	San Bernardino County Transportation Authority (SBCTA)
Construction	San Bernardino County Transportation Authority (SBCTA)

Legislative Districts

Assembly:	52,40,60	Senate:	20,23,31	Congressional:	35,41,42,31
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Project Milestone	Existing	Proposed
Project Study Report Approved	09/23/2014	
Begin Environmental (PA&ED) Phase		10/14/2014
Circulate Draft Environmental Document	Document Type (ND/MND)/FONSI	03/01/2018
Draft Project Report		03/01/2018
End Environmental Phase (PA&ED Milestone)		12/20/2018
Begin Design (PS&E) Phase		09/02/2020
End Design Phase (Ready to List for Advertisement Milestone)		05/15/2023
Begin Right of Way Phase		03/05/2021
End Right of Way Phase (Right of Way Certification Milestone)		04/17/2023
Begin Construction Phase (Contract Award Milestone)		06/30/2023
End Construction Phase (Construction Contract Acceptance Milestone)		05/28/2027
Begin Closeout Phase		05/29/2027
End Closeout Phase (Closeout Report)		08/09/2027

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Date 02/11/2021 07:36:48

Purpose and Need

Purpose: The purpose of the proposed project is to improve operational efficiency and safety, to reduce travel time within the corridor, and to improve trip reliability and mobility options through auxiliary lane improvements, freight bottleneck relief, and express toll lanes, managed through congestion-based pricing and HOV incentive policies. This will be part of transitioning I-15 into a truly managed corridor for multimodal movement of both freight and people.

Need: The I-15 Corridor Freight Improvement Project is needed for multiple reasons, as described below:

1. Because of where the project is located: This segment is located in the heart of one of the largest logistics centers in the U.S., with over 200 million square feet of distribution facilities within five miles of the project. This is also why the I-15/I-10 interchange was recently ranked the 12th most critical truck bottleneck in the U.S. by the American Transportation Research Institute. This interchange lies at the very center of the I-15 segment.
2. Because it directly addresses freight bottlenecks: There are three specific auxiliary lane improvements proposed, each of which involves major truck movements, and all of which will improve conditions at the I-15/I-10 interchange. The aux lanes directly improve freight flows, while the express lanes make room for more freight by better managing through and local traffic and improving operations. It also addresses a key pinch point on I-15 southbound at the county line, where the width of the bridge over Mission Boulevard constrains further improvement of this key segment.
3. Because it is of statewide and national interest: Stretching between the Mexican and the Canadian borders, I-15 is one of the most critical freight corridors in Southern California and is a primary freight gateway to the Nation, serving the international supply chain that runs through the Ports of Los Angeles and Long Beach. It is estimated that 50% of interstate truck traffic coming into or flowing out of Southern California passes through the I-15/I-10 interchange.
4. Because it is the only logical, affordable way to improve this segment: In addition to better separating local and longer distance flows the express lanes provide a way to better manage corridor traffic overall. Southern California is building a world-class managed lanes network and this I-15 segment is an essential part of that planned network. The project's strategic location in the logistics sector means that the express lane component will also benefit freight flow.
5. Because it is part of an overall multimodal vision: It is not simply a stand-alone project but part of a program of projects to improve transportation efficiency and alternative modes in this nationally significant corridor, with benefits accruing to the economic vitality and competitiveness of the region, such as 427,000 hours of truck delay reduced just in opening year.

NHS Improvements YES NO Roadway Class 1 Reversible Lane Analysis YES NO

Inc. Sustainable Communities Strategy Goals YES NO Reduce Greenhouse Gas Emissions YES NO

Project Outputs

Category	Outputs	Unit	Total
Pavement (lane-miles)	HOV/HOT mainline constructed	Miles	25
Pavement (lane-miles)	Auxiliary lane constructed	Miles	5
TMS (Traffic Management Systems)	Changeable message signs	EA	16
TMS (Traffic Management Systems)	Closed circuit television cameras	EA	16
TMS (Traffic Management Systems)	Software and hardware systems	EA	8
TMS (Traffic Management Systems)	Traffic monitoring detection stations	EA	32

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

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Additional Information

Project Milestones: Actual anticipated Construction Contract Award date is 11/1/2023. Listed milestone is 6/30/2023 to allow for programmin funding in FY22/23.

Category and Outputs: Software and hardware systems refers to the number of toll zones

Performance Indicators and Metrics: Indicators that are not applicable to this project are listed with "0" for Build and No Build.

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Project Area, Corridor, County, or Regionwide VMT per Capita and Total VMT	Total Miles	0	0	0
			VMT per Capita	0	0	0
	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved	Person Hours	0	0	0
			Hours per Capita	0	0	0
	LPPF, LPPC, SCCP	Daily Vehicle Hours of Delay	Hours	0	0	0
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	31,933,048	32,748,530	-815,482
TCEP	Daily Truck Trips	# of Trips	31,808	26,507	5,301	
TCEP	Daily Truck Miles Traveled	Miles	222,659	185,550	37,109	
Throughput	TCEP	Change in Truck Volume That Can Be Accommodated	# of Trucks	6,292,675	5,243,896	1,048,779
	TCEP	Change in Rail Volume That Can Be Accommodated	# of Trailers	0	0	0
			# of Containers	0	0	0
	TCEP	Change in Cargo Volume That Can Be Accommodated	# of Tons	0	0	0
# of Containers			0	0	0	
System Reliability	LPPF, LPPC, SCCP	Peak Period Travel Time Reliability Index	Index	0	0	0
	LPPF, LPPC, SCCP	Transit Service On-Time Performance	% "On-time"	0	0	0
	TCEP	Truck Travel Time Reliability Index	Index	1.67	4.33	-2.66
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	31,933,048	32,748,530	-815,482
Velocity	TCEP	Travel Time or Total Cargo Transport Time	Hours	3,028,108	3,222,609	-194,501
Air Quality & GHG	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	39	41	-2
			PM 10 Tons	38	40	-2
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	4,960,404	4,999,941	-39,537
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	750	809	-59
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	49	49	0
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	13,724	14,191	-467
LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	3,956	3,831	125	
Safety	LPPF, LPPC, SCCP, TCEP	Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	Number	0	0	0
	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	38	38	0
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.27	0.3	-0.03

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	2,153	2,147	6
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	15	17	-2
Accessibility	LPPF, LPPC, SCCP	Number of Jobs Accessible by Mode	Number	0	0	0
	LPPF, LPPC, SCCP	Number of Destinations Accessible by Mode	Number	0	0	0
	LPPF, LPPC, SCCP	Percent of Population Defined as Low Income or Disadvantaged Within 1/2 Mile of Rail Station, Ferry Terminal, or High-Frequency Bus Stop	%	0	0	0
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Direct and Indirect)	Number	3,900	0	3,900
Cost Effectiveness	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	4.7	0	4.7

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

District	County	Route	EA	Project ID	PPN
08			0R801	0820000075	0167

Project Title

Interstate 15 Corridor Freight Improvement Project: Auxiliary Lanes and Express Lanes - Construction

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									San Bernardino County Transpor
PS&E									San Bernardino County Transpor
R/W SUP (CT)									San Bernardino County Transpor
CON SUP (CT)									San Bernardino County Transpor
R/W									San Bernardino County Transpor
CON									San Bernardino County Transpor
TOTAL									
Proposed Total Project Cost (\$1,000s)									Notes
E&P (PA&ED)	10,373							10,373	
PS&E		32,606						32,606	
R/W SUP (CT)									
CON SUP (CT)									
R/W		3,796						3,796	
CON				250,780				250,780	
TOTAL	10,373	36,402		250,780				297,555	

Fund #1:	RIP - STIP Advance Construction (Committed)								Program Code
Existing Funding (\$1,000s)									Funding Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									San Bernardino County Transpor
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				72,274				72,274	
TOTAL				72,274				72,274	

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Fund #2:	Local Funds - SBD Co Measure I (Committed)								Program Code
Existing Funding (\$1,000s)									Funding Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									San Bernardino County Transpor
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)	10,373							10,373	PS&E includes \$5.606M in SBCT and RCTC Project Management costs.
PS&E		32,606						32,606	
R/W SUP (CT)									CON includes \$22.132M for CM costs to be 100% locally funded.
CON SUP (CT)									
R/W		3,796						3,796	
CON				59,767				59,767	
TOTAL	10,373	36,402		59,767				106,542	
Fund #3:	State SB1 TCEP - State Share (Uncommitted)								Program Code
Existing Funding (\$1,000s)									Funding Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				66,539				66,539	
TOTAL				66,539				66,539	

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Fund #4:	State SB1 TCEP - Regional Share (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				52,200				52,200	
TOTAL				52,200				52,200	

Fund #5:	State SB1 SCCP - Solution for Congested Corridors Program (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Amendment (Existing Project) YES NO Date 03/01/2021 16:14:40

Programs LPP-C LPP-F SCCP TCEP STIP Other

District	EA	Project ID	PPNO	Nominating Agency	
08	0R803	0812000059	3017N	San Bernardino County Transportation Authority (SBCTA)	
County	Route	PM Back	PM Ahead	Co-Nominating Agency	
San Bernardino	15	0.000	6.300	Caltrans HQ	
Riverside	15	49.800	52.300	MPO	Element
				SCAG	Capital Outlay
Project Manager/Contact			Phone	Email Address	
Dennis Saylor			909-884-8276	dsaylor@gosbcta.com	

Project Title

Interstate 15 Corridor Freight Improvement Project: Auxiliary Lanes and Express Lanes - Toll System Provider (D/B Contract)

Location (Project Limits), Description (Scope of Work)

In San Bernardino and Riverside Counties through the cities of Eastvale, Jurupa Valley, Ontario, and Rancho Cucamonga, on I-15 from Cant Galleano Road to Foothill Boulevard, construct auxiliary lanes and express lanes. An auxiliary lane will be added in the northbound direction from just south of Jurupa Street extending north to tie into existing auxiliary lanes north of Jurupa Street (1.21 miles). An additional northbound auxiliary lane will be added from just north of 4th Street to just south of Foothill Boulevard (1.6 miles). A new auxiliary lane will be added in the southbound direction from just south of the I-10/I-15 interchange to the Riverside County Line (2.05 miles). Express lanes will extend northerl from Cantu-Galleano Ranch Road/SR-60 to Foothill Boulevard. Express lanes will be constructed in the median of I-15 joining the Express Lanes currently under construction in Riverside County which will be operational by December 2020.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority (SBCTA)
PS&E	San Bernardino County Transportation Authority (SBCTA)
Right of Way	San Bernardino County Transportation Authority (SBCTA)
Construction	San Bernardino County Transportation Authority (SBCTA)

Legislative Districts

Assembly:	52,40,60	Senate:	20,23,31	Congressional:	35,41,42,31
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Project Milestone	Existing	Proposed
Project Study Report Approved	09/23/2014	
Begin Environmental (PA&ED) Phase		10/14/2014
Circulate Draft Environmental Document	Document Type (ND/MND)/FONSI	03/01/2018
Draft Project Report		03/01/2018
End Environmental Phase (PA&ED Milestone)		12/20/2018
Begin Design (PS&E) Phase		04/07/2021
End Design Phase (Ready to List for Advertisement Milestone)		04/07/2021
Begin Right of Way Phase		03/05/2021
End Right of Way Phase (Right of Way Certification Milestone)		04/17/2023
Begin Construction Phase (Contract Award Milestone)		04/07/2021
End Construction Phase (Construction Contract Acceptance Milestone)		05/28/2027
Begin Closeout Phase		05/29/2027
End Closeout Phase (Closeout Report)		08/09/2027

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Date 03/01/2021 16:14:46

Purpose and Need

Purpose: The purpose of the proposed project is to improve operational efficiency and safety, to reduce travel time within the corridor, and to improve trip reliability and mobility options through auxiliary lane improvements, freight bottleneck relief, and express toll lanes, managed through congestion-based pricing and HOV incentive policies. This will be part of transitioning I-15 into a truly managed corridor for multimodal movement of both freight and people.

Need: The I-15 Corridor Freight Improvement Project is needed for multiple reasons, as described below:

1. Because of where the project is located: This segment is located in the heart of one of the largest logistics centers in the U.S., with over 200 million square feet of distribution facilities within five miles of the project. This is also why the I-15/I-10 interchange was recently ranked the 12th most critical truck bottleneck in the U.S. by the American Transportation Research Institute. This interchange lies at the very center of the I-15 segment.
2. Because it directly addresses freight bottlenecks: There are three specific auxiliary lane improvements proposed, each of which involves major truck movements, and all of which will improve conditions at the I-15/I-10 interchange. The aux lanes directly improve freight flows, while the express lanes make room for more freight by better managing through and local traffic and improving operations. It also addresses a key pinch point on I-15 southbound at the county line, where the width of the bridge over Mission Boulevard constrains further improvement of this key segment.
3. Because it is of statewide and national interest: Stretching between the Mexican and the Canadian borders, I-15 is one of the most critical freight corridors in Southern California and is a primary freight gateway to the Nation, serving the international supply chain that runs through the Ports of Los Angeles and Long Beach. It is estimated that 50% of interstate truck traffic coming into or flowing out of Southern California passes through the I-15/I-10 interchange.
4. Because it is the only logical, affordable way to improve this segment: In addition to better separating local and longer distance flows the express lanes provide a way to better manage corridor traffic overall. Southern California is building a world-class managed lanes network and this I-15 segment is an essential part of that planned network. The project's strategic location in the logistics sector means that the express lane component will also benefit freight flow.
5. Because it is part of an overall multimodal vision: It is not simply a stand-alone project but part of a program of projects to improve transportation efficiency and alternative modes in this nationally significant corridor, with benefits accruing to the economic vitality and competitiveness of the region, such as 427,000 hours of truck delay reduced just in opening year.

NHS Improvements YES NO Roadway Class 1 Reversible Lane Analysis YES NO

Inc. Sustainable Communities Strategy Goals YES NO Reduce Greenhouse Gas Emissions YES NO

Project Outputs

Category	Outputs	Unit	Total
Pavement (lane-miles)	HOV/HOT mainline constructed	Miles	25
Pavement (lane-miles)	Auxiliary lane constructed	Miles	5
TMS (Traffic Management Systems)	Changeable message signs	EA	16
TMS (Traffic Management Systems)	Closed circuit television cameras	EA	16
TMS (Traffic Management Systems)	Traffic monitoring detection stations	EA	32
TMS (Traffic Management Systems)	Software and hardware systems	EA	8

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Date 03/01/2021 16:14:46

Additional Information

Category and Outputs: Software and hardware systems refers to the number of toll zones

Performance Indicators and Metrics: Indicators that are not applicable to this project are listed with "0" for Build and No Build.

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Project Area, Corridor, County, or Regionwide VMT per Capita and Total VMT	Total Miles	0	0	0
			VMT per Capita	0	0	0
	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved	Person Hours	0	0	0
			Hours per Capita	0	0	0
	LPPF, LPPC, SCCP	Daily Vehicle Hours of Delay	Hours	0	0	0
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	31,933,048	32,748,530	-815,482
	TCEP	Daily Truck Trips	# of Trips	31,808	26,507	5,301
TCEP	Daily Truck Miles Traveled	Miles	222,659	185,550	37,109	
Throughput	TCEP	Change in Truck Volume That Can Be Accommodated	# of Trucks	6,292,675	5,243,896	1,048,779
	TCEP	Change in Rail Volume That Can Be Accommodated	# of Trailers	0	0	0
			# of Containers	0	0	0
	TCEP	Change in Cargo Volume That Can Be Accommodated	# of Tons	0	0	0
			# of Containers	0	0	0
System Reliability	LPPF, LPPC, SCCP	Peak Period Travel Time Reliability Index	Index	0	0	0
	LPPF, LPPC, SCCP	Transit Service On-Time Performance	% "On-time"	0	0	0
	TCEP	Truck Travel Time Reliability Index	Index	1.67	4.33	-2.66
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	31,933,048	32,748,530	-815,482
Velocity	TCEP	Travel Time or Total Cargo Transport Time	Hours	3,028,108	3,222,609	-194,501
Air Quality & GHG	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	39	41	-2
			PM 10 Tons	38	40	-2
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	4,960,404	4,999,941	-39,537
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	750	809	-59
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	49	49	0
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	13,724	14,191	-467
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	3,956	3,831	125
Safety	LPPF, LPPC, SCCP, TCEP	Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	Number	0	0	0
	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	38	38	0
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.27	0.3	-0.03

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	2,153	2,147	6
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	15	17	-2
Accessibility	LPPF, LPPC, SCCP	Number of Jobs Accessible by Mode	Number	0	0	0
	LPPF, LPPC, SCCP	Number of Destinations Accessible by Mode	Number	0	0	0
	LPPF, LPPC, SCCP	Percent of Population Defined as Low Income or Disadvantaged Within 1/2 Mile of Rail Station, Ferry Terminal, or High-Frequency Bus Stop	%	0	0	0
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Direct and Indirect)	Number	3,900	0	3,900
Cost Effectiveness	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	4.7	0	4.7

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

District	County	Route	EA	Project ID	PPN
08			0R803	0812000059	3017

Project Title
 Interstate 15 Corridor Freight Improvement Project: Auxiliary Lanes and Express Lanes - Toll System Provider (D/B Contract)

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									San Bernardino County Transpor
PS&E									San Bernardino County Transpor
R/W SUP (CT)									San Bernardino County Transpor
CON SUP (CT)									San Bernardino County Transpor
R/W									San Bernardino County Transpor
CON									San Bernardino County Transpor
TOTAL									

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		7,600						7,600	
TOTAL		7,600						7,600	

Fund #1:	Local Funds - SBD Co Measure I (Committed)								Program Code
Existing Funding (\$1,000s)									Funding Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									San Bernardino County Transpor
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Proposed Funding (\$1,000s)									Notes
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		7,600						7,600	
TOTAL		7,600						7,600	

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Fund #2:	State SB1 TCEP - State Share (Uncommitted)								Program Code
Existing Funding (\$1,000s)									Funding Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									
E&P (PA&ED)									This source will not be used on th contract but is required to be liste for the ePPR to save.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Fund #3:	State SB1 TCEP - Regional Share (Uncommitted)								
Existing Funding (\$1,000s)									Funding Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									
E&P (PA&ED)									This source will not be used on th contract but is required to be liste for the ePPR to save.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Fund #4:	State SB1 SCCP - Solution for Congested Corridors Program (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									This source will not be used on th contract but is required to be liste for the ePPR to save.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Amendment (Existing Project) YES NO Date 03/01/2021 16:14:41

Programs LPP-C LPP-F SCCP TCEP STIP Other

District	EA	Project ID	PPNO	Nominating Agency	
08	0R802	0821000058	3017P	San Bernardino County Transportation Authority (SBCTA)	
County	Route	PM Back	PM Ahead	Co-Nominating Agency	
San Bernardino	15	0.000	6.300	Caltrans HQ	
Riverside	15	49.800	52.300	MPO	Element
				SCAG	Capital Outlay
Project Manager/Contact			Phone	Email Address	
Dennis Saylor			909-884-8276	dsaylor@gosbcta.com	

Project Title

Interstate 15 Corridor Freight Improvement Project: Auxiliary Lanes and Express Lanes - Establish Existing Planting

Location (Project Limits), Description (Scope of Work)

In San Bernardino and Riverside Counties through the cities of Eastvale, Jurupa Valley, Ontario, and Rancho Cucamonga, on I-15 from Cant Galleano Road to Foothill Boulevard, construct auxiliary lanes and express lanes. An auxiliary lane will be added in the northbound direction from just south of Jurupa Street extending north to tie into existing auxiliary lanes north of Jurupa Street (1.21 miles) . An additional northbound auxiliary lane will be added from just north of 4th Street to just south of Foothill Boulevard (1.6 miles). A new auxiliary lane will be added in the southbound direction from just south of the I-10/I-15 interchange to the Riverside County Line (2.05 miles). Express lanes will extend northerl from Cantu-Galleano Ranch Road/SR-60 to Foothill Boulevard. Express lanes will be constructed in the median of I-15 joining the Express Lanes currently under construction in Riverside County which will be operational by December 2020.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority (SBCTA)
PS&E	San Bernardino County Transportation Authority (SBCTA)
Right of Way	San Bernardino County Transportation Authority (SBCTA)
Construction	San Bernardino County Transportation Authority (SBCTA)

Legislative Districts

Assembly:	52,40,60	Senate:	20,23,31	Congressional:	35,41,42,31
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Project Milestone	Existing	Proposed
Project Study Report Approved	09/23/2014	
Begin Environmental (PA&ED) Phase		10/14/2014
Circulate Draft Environmental Document	Document Type (ND/MND)/FONSI	03/01/2018
Draft Project Report		03/01/2018
End Environmental Phase (PA&ED Milestone)		12/20/2018
Begin Design (PS&E) Phase		09/02/2020
End Design Phase (Ready to List for Advertisement Milestone)		05/15/2023
Begin Right of Way Phase		03/05/2021
End Right of Way Phase (Right of Way Certification Milestone)		04/17/2023
Begin Construction Phase (Contract Award Milestone)		04/04/2027
End Construction Phase (Construction Contract Acceptance Milestone)		05/31/2029
Begin Closeout Phase		06/01/2029
End Closeout Phase (Closeout Report)		06/28/2029

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Date 03/01/2021 16:14:47

Purpose and Need

Purpose: The purpose of the proposed project is to improve operational efficiency and safety, to reduce travel time within the corridor, and to improve trip reliability and mobility options through auxiliary lane improvements, freight bottleneck relief, and express toll lanes, managed through congestion-based pricing and HOV incentive policies. This will be part of transitioning I-15 into a truly managed corridor for multimodal movement of both freight and people.

Need: The I-15 Corridor Freight Improvement Project is needed for multiple reasons, as described below:

1. Because of where the project is located: This segment is located in the heart of one of the largest logistics centers in the U.S., with over 200 million square feet of distribution facilities within five miles of the project. This is also why the I-15/I-10 interchange was recently ranked the 12th most critical truck bottleneck in the U.S. by the American Transportation Research Institute. This interchange lies at the very center of the I-15 segment.
2. Because it directly addresses freight bottlenecks: There are three specific auxiliary lane improvements proposed, each of which involves major truck movements, and all of which will improve conditions at the I-15/I-10 interchange. The aux lanes directly improve freight flows, while the express lanes make room for more freight by better managing through and local traffic and improving operations. It also addresses a key pinch point on I-15 southbound at the county line, where the width of the bridge over Mission Boulevard constrains further improvement of this key segment.
3. Because it is of statewide and national interest: Stretching between the Mexican and the Canadian borders, I-15 is one of the most critical freight corridors in Southern California and is a primary freight gateway to the Nation, serving the international supply chain that runs through the Ports of Los Angeles and Long Beach. It is estimated that 50% of interstate truck traffic coming into or flowing out of Southern California passes through the I-15/I-10 interchange.
4. Because it is the only logical, affordable way to improve this segment: In addition to better separating local and longer distance flows the express lanes provide a way to better manage corridor traffic overall. Southern California is building a world-class managed lanes network and this I-15 segment is an essential part of that planned network. The project's strategic location in the logistics sector means that the express lane component will also benefit freight flow.
5. Because it is part of an overall multimodal vision: It is not simply a stand-alone project but part of a program of projects to improve transportation efficiency and alternative modes in this nationally significant corridor, with benefits accruing to the economic vitality and competitiveness of the region, such as 427,000 hours of truck delay reduced just in opening year.

NHS Improvements YES NO Roadway Class 1 Reversible Lane Analysis YES NO

Inc. Sustainable Communities Strategy Goals YES NO Reduce Greenhouse Gas Emissions YES NO

Project Outputs

Category	Outputs	Unit	Total
Pavement (lane-miles)	HOV/HOT mainline constructed	Miles	25
Pavement (lane-miles)	Auxiliary lane constructed	Miles	5
TMS (Traffic Management Systems)	Changeable message signs	EA	16
TMS (Traffic Management Systems)	Closed circuit television cameras	EA	16
TMS (Traffic Management Systems)	Software and hardware systems	EA	8
TMS (Traffic Management Systems)	Traffic monitoring detection stations	EA	32

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Date 03/01/2021 16:14:47

Additional Information

Category and Outputs: Software and hardware systems refers to the number of toll zones

Performance Indicators and Metrics: Indicators that are not applicable to this project are listed with "0" for Build and No Build.

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Project Area, Corridor, County, or Regionwide VMT per Capita and Total VMT	Total Miles	0	0	0
			VMT per Capita	0	0	0
	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved	Person Hours	0	0	0
			Hours per Capita	0	0	0
	LPPF, LPPC, SCCP	Daily Vehicle Hours of Delay	Hours	0	0	0
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	31,933,048	32,748,530	-815,482
	TCEP	Daily Truck Trips	# of Trips	31,808	26,507	5,301
TCEP	Daily Truck Miles Traveled	Miles	222,659	185,550	37,109	
Throughput	TCEP	Change in Truck Volume That Can Be Accommodated	# of Trucks	6,292,675	5,243,896	1,048,779
	TCEP	Change in Rail Volume That Can Be Accommodated	# of Trailers	0	0	0
			# of Containers	0	0	0
	TCEP	Change in Cargo Volume That Can Be Accommodated	# of Tons	0	0	0
			# of Containers	0	0	0
System Reliability	LPPF, LPPC, SCCP	Peak Period Travel Time Reliability Index	Index	0	0	0
	LPPF, LPPC, SCCP	Transit Service On-Time Performance	% "On-time"	0	0	0
	TCEP	Truck Travel Time Reliability Index	Index	1.67	4.33	-2.66
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	31,933,048	32,748,530	-815,482
Velocity	TCEP	Travel Time or Total Cargo Transport Time	Hours	3,028,108	3,222,609	-194,501
Air Quality & GHG	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	39	41	-2
			PM 10 Tons	38	40	-2
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	4,960,404	4,999,941	-39,537
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	750	809	-59
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	49	49	0
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	13,724	14,191	-467
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	3,956	3,831	125
Safety	LPPF, LPPC, SCCP, TCEP	Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	Number	0	0	0
	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	38	38	0
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.27	0.3	-0.03

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	2,153	2,147	6
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	15	17	-2
Accessibility	LPPF, LPPC, SCCP	Number of Jobs Accessible by Mode	Number	0	0	0
	LPPF, LPPC, SCCP	Number of Destinations Accessible by Mode	Number	0	0	0
	LPPF, LPPC, SCCP	Percent of Population Defined as Low Income or Disadvantaged Within 1/2 Mile of Rail Station, Ferry Terminal, or High-Frequency Bus Stop	%	0	0	0
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Direct and Indirect)	Number	3,900	0	3,900
Cost Effectiveness	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	4.7	0	4.7

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

District	County	Route	EA	Project ID	PPN
08			0R802	0821000058	3017

Project Title
 Interstate 15 Corridor Freight Improvement Project: Auxiliary Lanes and Express Lanes - Establish Existing Planting

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									San Bernardino County Transpor
PS&E									San Bernardino County Transpor
R/W SUP (CT)									San Bernardino County Transpor
CON SUP (CT)									San Bernardino County Transpor
R/W									San Bernardino County Transpor
CON									San Bernardino County Transpor
TOTAL									

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON							2,012	2,012	
TOTAL							2,012	2,012	

Fund #1:	Local Funds - SBD Co Measure I (Committed)								Program Code
Existing Funding (\$1,000s)									Funding Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									San Bernardino County Transpor
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Proposed Funding (\$1,000s)									Notes
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON							2,012	2,012	
TOTAL							2,012	2,012	

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Fund #2:	State SB1 TCEP - State Share (Uncommitted)								Program Code
Existing Funding (\$1,000s)									Funding Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									
E&P (PA&ED)									This source will not be used on th contract but is required to be liste for the ePPR to save.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Fund #3:	State SB1 TCEP - Regional Share (Uncommitted)								
Existing Funding (\$1,000s)									Funding Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									
E&P (PA&ED)									This source will not be used on th contract but is required to be liste for the ePPR to save.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

Fund #4:	State SB1 SCCP - Solution for Congested Corridors Program (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									This source will not be used on the contract but is required to be listed for the ePPR to save.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

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I-15 CORRIDOR PROJECT PA/ED



EA 08-0R8000 | Project Number 0812000184

08-Riv-015-PM 49.8 / 52.3 and 08-SBd-015 PM 0.0 / 12.2

PROJECT REPORT VOLUME I



For full project report go to <https://www.gosbcta.com/project/i-15-corridor/>

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I-15 Corridor Project
EA 08-0R800, PN 0812000184 – Planning Program Number (PPNO) 0167M
08-Riv-15 PM 49.8/52.3
08-SBd-15 PM 0.0/12.2
November 2018

PROJECT REPORT

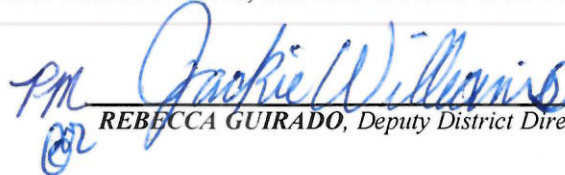
For Project Approval

On Route 15

Between 0.3 Miles South of Cantu-Galleano Ranch Road

And 1.2 Miles North of Duncan Canyon Road


I have reviewed the right-of-way information contained in this report and the right-of-way data sheet attached hereto, and find the data to be complete, current and accurate:



REBECCA GUIRADO, Deputy District Director, Right of Way

**APPROVAL
RECOMMENDED:**


RAGHURAM RADHAKRISHNAN, Project Manager


DAVID BRICKER, Deputy District Director, Environmental Planning


CHRISTY CONYORS, Deputy District Director, Design


CATALINO A. PINING III, Deputy District Director, Traffic Operations

APPROVED BY:


JANICE BENTON, Interim District Director

12/20/2018
Date

*I-15 Corridor Project
EA 08-0R800, PN 0812000184 – Planning Program Number (PPNO) 0167M
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Vicinity Map



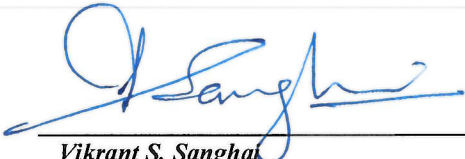
*In Riverside and San Bernardino Counties
On Route 15 between 0.3 Miles South of Cantu-Galleano Ranch Road and 1.2 Miles
North of Duncan Canyon Road*

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08-SBd-15 PM 0.0/12.2
November 2018

This project report has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.



Vikrant S. Sanghai
Registered Civil Engineer
WSP

11/14/2018
Date



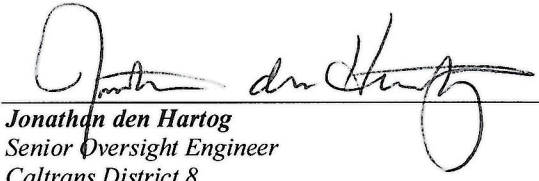
SUBMITTED BY:



Paula Beauchamp
Director of Project Delivery
SBCTA

11/15/18
Date

CONCURRED BY:



Jonathan den Hartog
Senior Oversight Engineer
Caltrans District 8

11/19/18
Date

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ABBREVIATIONS & ACRONYMS

AB	Aggregate Base
ABC	Accelerated Bridge Construction
AC	Asphalt Concrete
ADA	Americans with Disabilities Act
ADL	Aerially Deposited Lead
ADT	Average Daily Traffic
APN	Assessor's Parcel Number
APS	Advance Planning Study
AS	Aggregate Subbase
ATPB	Asphalt Treated Permeable Base
Ave	Avenue
Aux	Auxiliary Lane
Blvd	Boulevard
BMP	Best Management Practice
BNSF	Burlington Northern Santa Fe
Caltrans	California Department of Transportation
CCR	California Code of Regulations
CCTV	Closed-Circuit Television
CCWD	Cucamonga County Water District
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CML	Cement Mortar Lined
CMLW	Cement Mortar Lined Water
CMP	Corrugated Metal Pipe
CMS	Changeable Message Signs
CRCP	Continuously Reinforced Concrete Pavement
CTB	Concrete Treated Base
CVWD	Cucamonga Valley Water District
DED	Draft Environmental Document
DOD	U.S. Department of Defense
DPP	Design Pollution Prevention
Dr	Drive
DTSC	Department of Toxic Substances Control
EA	Environmental Assessment
EB	Eastbound
ECR	Environmental Commitments Record
ED	Environmental Document
EL	Express Lane
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTIP	Federal Transportation Improvement Program
GP	General Purpose
HCM	Highway Capacity Model
HMA	Hot Mix Asphalt

HOV	High Occupancy Vehicle
IEUA	Inland Empire Utilities Agency
I/E	Ingress/Egress
IS	Initial Study
ISA	Initial Site Assessment
ITS	Intelligent Transportation System
JPCP	Jointed Plain Concrete Pavement
JPCP-RSC	Jointed Plain Concrete Pavement – Rapid Strength Concrete
kV	Kilovolt
LA	Los Angeles
LCB	Lean Concrete Base
LCCA	Life Cycle Cost Analysis
LOS	Level of Service
Lt	Left
MOU	Memorandum of Understanding
mph	Miles Per Hour
MWD	Metropolitan Water District of Southern California
mvm	million vehicle miles
NHS	National Highway System
OC	Overcrossing
OH	Overhead
NADR	Noise Abatement Decision Report
NB	Northbound
NEPA	National Environmental Policy Act
NH	National Highway System
NOI	Notice of Intent
NPDES	Statewide National Pollutant Discharge Elimination System
NSR	Noise Study Report
PA&ED	Project Approval and Environmental Document
PAC	Public Awareness Campaign
PCMS	Portable Changeable Message Signs
PCC	Portland Cement Concrete
PDT	Project Development Team
PE	Permanent Easement
Pkwy	Parkway
PM	Post Mile
PS&E	Plans, Specifications and Estimates
PSR-PDS	Project Study Report-Project Development Support
RCB	Reinforced Concrete Box
RCP	Reinforced Concrete Pipe
RCTC	Riverside County Transportation Commission
Rd	Road
Riv.	Riverside
RMCTB	Road Mix Cement Treated Base
Rt	Right
RTP	Regional Transportation Plan
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
SB	Southbound

SBd	San Bernardino
SBCTA	San Bernardino County Transportation Authority
SCAG	Southern California Association of Governments
SCE	Southern California Edison
SCG	Southern California Gas
SCS	Sustainable Communities Strategy
SGVMWD	San Gabriel Valley Municipal Water District
Shld	Shoulder
SHS	State Highway System
SOV	Single Occupant Vehicle
SR	State Route
St	Street
STAA	Surface Transportation Assistance
STP	State Transportation Program
SWDR	Storm Water Data Report
SWMP	Storm Water Management Plan
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TASAS	Traffic Accident Surveillance and Analysis Systems
TCE	Temporary Construction Easement
TCR	Transportation Concept Report
TEL	Tolled Express Lanes
TMP	Transportation Management Plan
TMS	Traffic Management Systems
TMT	Traffic Management Team
TOPD	Traffic Operations Policy Directive
TPB	Treated Permeable Base
TSAR	TASAS Selective Accident Retrieval
TSM/TDM	Transportation System Management/Transportation Demand Management
TWC	Time Warner Cable
UC	Undercrossing
U.S.C.	United States Code
US EPA	U.S. Environmental Protection Agency
USDOT	United States Department of Transportation
UPRR	Union Pacific Railroad
VA	Value Analysis
VCP	Vitrified Clay Pipe
Vol	Volume
WB	Westbound

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Attachment: Item 7415 Attachment B C and D 21-1002565 - I-15 Corridor Auxiliary and Express Lanes Project [Revision 1] (7533 : Baseline

1 INTRODUCTION

San Bernardino County Transportation Authority (SBCTA) and California Department of Transportation (Caltrans) proposes to construct Express Lanes, including tolled facilities, in both directions of Interstate 15 (I-15) from approximately 0.3 miles south of Cantu-Galleano Ranch Road in the cities of Eastvale and Jurupa Valley at Post Mile (PM) 49.8 in Riverside County to approximately 1.2 miles north of Duncan Canyon Road at PM 12.2 in the City of Fontana in San Bernardino County.

Two alternatives were proposed by this project:

- Alternative 1 (No Build Alternative)
- Alternative 2 (Build Alternative)

Alternative 2, Build Alternative, extends for approximately 14.7 miles from Riverside County Post Miles (Riv PM) 49.8-52.3 to San Bernardino County Post Miles (SBd PM) 0.0-12.2. In May 2018, Alternative 2 was identified as the Preferred Alternative (PA) for the I-15 Corridor Project. The PA would add the following:

- Two (2) Express Lanes in each direction between SR-60 and SR-210
- One (1) Express Lane in each direction between Cantu-Galleano Ranch Road and SR-60
- One (1) Express Lane in each direction between SR-210 and Duncan Canyon Road.
- One (1) Auxiliary Lane in each direction between SR-60 and I-10
- One (1) Auxiliary Lane in the northbound direction between Fourth Street and Foothill Boulevard

The proposed project extends through three (3) freeway-to-freeway system interchanges including SR-60 in the cities of Eastvale and Jurupa Valley in Riverside County, I-10 in the city of Ontario in San Bernardino County, and SR-210 in the cities of Rancho Cucamonga and Fontana in San Bernardino County. The project construction limits at the southerly end extend approximately additional 1.3 miles south of the Cantu-Galleano Ranch Road Overcrossing, at Post Mile 48.9, and at the northerly end extend an additional approximately 1.6 miles north of Duncan Canyon Road Overcrossing, at Post Mile 12.6, to allow for the placement of advance signage for Express Lanes.

Riverside County Transportation Commission (RCTC) has proposed improvements on an adjoining portion of I-15, identified as the I-15 Tolled Express Lane (TEL) project (EA 08-0J080), which would include construction of two (2) TEL in each direction from Hidden Valley Parkway in Norco, to Cantu-Galleano Ranch Road in Eastvale and Jurupa Valley, and from El Cerrito Road to the end of the SR-91 TEL in Corona, and one (1) tolled express lane in each direction from Cantu-Galleano Ranch Road to SR-60 in Eastvale and Jurupa Valley, from

Hidden Valley Parkway in Norco to the end of the SR-91 TEL in Corona, and from El Cerrito Road to Cajalco Road in Corona. The SBCTA proposed I-15 Corridor Project, which would add one Express Lane in each direction between Cantu-Galleano Ranch Road and SR-60 at the southerly end, provides continuity of two (2) Express Lanes in each direction between RCTC’s I-15 TEL Project and SBCTA’s I-15 Corridor Project.

A summary of the project information is provided in **Table 1-1**.

Table 1-1: Project Summary

Project Limits	08-Riv-15-49.8/52.3 08-SBd-15-0.0/12.2	
Number of Alternatives	2 (No Build and Build)	
	Current Cost Estimate (in 2017 Dollars):	Escalated Cost Estimate:
Capital Outlay Support	\$43.50M	\$50.80M
Capital Outlay Construction*	\$337.82M	\$414.37M
Capital Outlay Right-of-Way	\$3.68M	\$4.48M
Funding Source	Measure I and Toll Revenue Bonds	
Funding Year	2014/2015 through 2023/2024	
Type of Facility	Freeway – Express Lanes	
Number of Structures	36	
Environmental Determination or Document	Initial Study/Environmental Assessment (IS/EA) leading to a Mitigated Negative Declaration/Finding of No Significant Impacts (MND/FONSI)	
Legal Description	In Riverside and San Bernardino Counties In and near Eastvale, Jurupa Valley, Ontario, Rancho Cucamonga and Fontana From 0.3 miles South of Cantu-Galleano Ranch Road Overcrossing To 1.2 miles North of Duncan Canyon Road Overcrossing	
Project Development Category	Category 4A	
“*” Capital Outlay Construction Cost includes Design Builder’s and Toll Service Provider’s Project and Construction Management Items, Design Builder’s Design Services, and Establishment of Planting Costs.		

2 RECOMMENDATION

It is recommended that the project be approved using the Preferred Alternative and that the project proceed to the next phase in the project development process. The affected local agencies have been consulted with respect to the recommended plan and their views have been considered. Affected local agencies are in general accord for implementation of the I-15 Express

Lanes between Cantu-Galleano Ranch Road in Riverside County and Duncan Canyon Road in San Bernardino County.

3 BACKGROUND

Since being built in early 1970 to replace the historical US-66 (Foothill Boulevard), US-91, and former SR-31, I-15 has become a vital lifeline carrying people and freight to and from the Los Angeles metropolitan area. I-15 serves as a commuter corridor from the High Desert to jobs in the Los Angeles Basin, a freight corridor from Los Angeles to the rest of the continent, and the prime route for recreation trips to the high desert, Las Vegas, Rocky Mountain states, and the Midwest. It is also an important link from Riverside and San Diego Counties to the south. I-15 is part of the National Highway System and the Strategic Highway Corridor Network of National Defense.

3.A Project History

In 2005, the I-15 Comprehensive Corridor Study Report was completed for SBCTA, SCAG and Caltrans. The study was prepared to examine future transportation needs along I-15 in the San Bernardino and Victor Valleys, and to provide recommendations for improvements and for funding strategies. The proposed Express Lanes Build Alternative was developed from the evaluation of improvement strategies and the availability of various revenue sources given the foreseeable project costs.

SBCTA, in cooperation with Caltrans, performed a Preliminary Feasibility Study for I-15 (as well as I-10) between SR-60 and US-395 in 2009, which was updated in 2010. The study performed further evaluation of viable funding sources and funding requirements for the delivery of the I-15 Corridor Project and found that due to funding limitations, the Build Alternatives other than the Express Lanes would not be financially feasible. Upon consideration of these preliminary feasibility findings and after discussions with Caltrans, SBCTA commenced the preparation of an Advanced Toll Feasibility Study. The focus of the Advanced Toll Feasibility Study was to conduct preliminary traffic and revenue analysis. The analysis was completed and presented to the SBCTA Board in October 2013. A Project Study Report-Project Development Support (PSR-PDS) was approved for the project in September 2014, and the project development was advanced to the Project Approval and Environmental Document (PA&ED) phase. During the PA&ED phase, the Build Alternative described in PSR-PDS incorporated design refinements and is further studied for environmental compliance documentation.

SBCTA obtained legislative authority to operate a toll facility for San Bernardino County with Assembly Bill 914, which was approved in October 2015. The bill grants SBCTA the authority to toll on the I-10 and I-15 corridors.

General Contract Information

Contract No: 21-1002563 Amendment No.: _____
 Contract Class: Payable Department: Fund Administration
 Vendor No.: 0450 Vendor Name: Caltrans/CTC
 Description: Baseline Agreement I-10 EB Truck Climbing Lanes Project
 List Any Related Contract Nos.: _____

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

Contract Authorization

Board of Directors Date: 04/07/2021 Board Item # 7533

Contract Management (Internal Purposes Only)

Zero Dollar Contracts Sole Source? N/A
 Zero Dollar MOU/COOP/JPA N/A

Accounts Payable

Estimated Start Date: 06/23/2021 Expiration Date: 02/20/2025 Revised Expiration Date: _____
N/A N/A N/A

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Vanessa Schoenewald Andrea Zureick
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Estimated start date is anticipated CTC approval date of Baseline Agreement.

Attachment: ATTACHMENT E CSS 21-1002563 Baseline Agreement I-10 EB Truck Climbing Lane Project [Revision 1] (7533 : Baseline

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
PROJECT BASELINE AGREEMENT
I-10 Truck Climbing Lane

Resolution _____
(will be completed by CTC)

1. FUNDING PROGRAM

- Active Transportation Program
- Local Partnership Program (Competitive)
- Solutions for Congested Corridors Program
- State Highway Operation and Protection Program
- Trade Corridor Enhancement Program

2. PARTIES AND DATE

2.1 This Project Baseline Agreement (Agreement) for the *I-10 Truck Climbing Lane*, effective on, _____ (will be completed by CTC), is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the Project Applicant, *San Bernardino County Transportation Authority (SBCTA)*, and the Implementing Agency, *SBCTA*, sometimes collectively referred to as the "Parties".

3. RECITAL

- 3.2 Whereas at its December 2, 2020 meeting the Commission approved the Trade Corridor Enhancement Program, and included in this program of projects the *I-10 Truck Climbing Lane*, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A and the Project Report attached hereto as Exhibit B, as the baseline for project monitoring by the Commission.
- 3.3 The undersigned Project Applicant certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

4. GENERAL PROVISIONS

The Project Applicant, Implementing Agency, and Caltrans agree to abide by the following provisions:

- 4.1 To meet the requirements of the Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) which provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.
- 4.2 To adhere, as applicable, to the provisions of the Commission:
 - Resolution *Insert Number*, "Adoption of Program of Projects for the Active Transportation Program", dated _____
 - Resolution *Insert Number*, "Adoption of Program of Projects for the Local Partnership Program", dated _____
 - Resolution *Insert Number*, "Adoption of Program of Projects for the Solutions for Congested Corridors Program", dated December 2, 2020
 - Resolution *Insert Number*, "Adoption of Program of Projects for the State Highway Operation and Protection Program", dated _____
 - Resolution G-20-77, "Adoption of Program of Projects for the Trade Corridor Enhancement Program", dated December 2, 2020

Attachment: Item 7415 Attachment F G and H 21-1002563 - Truck Climbing Lane (7533 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

- 4.3 All signatories agree to adhere to the Commission's Trade Corridor Enhancement Program, Guidelines. Any conflict between the programs will be resolved at the discretion of the Commission.
- 4.4 All signatories agree to adhere to the Commission's SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.
- 4.5 The SBCTA agrees to secure funds for any additional costs of the project.
- 4.6 The SBCTA agrees to report to Caltrans on a quarterly basis; after July 2019, reports will be on a semi-annual basis on the progress made toward the implementation of the project, including scope, cost, schedule, outcomes, and anticipated benefits.
- 4.7 Caltrans agrees to prepare program progress reports on a quarterly basis; after July 2019, reports will be on a semi-annual basis and include information appropriate to assess the current state of the overall program and the current status of each project identified in the program report.
- 4.8 The SBCTA agrees to submit a timely Completion Report and Final Delivery Report as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.9 All signatories agree to maintain and make available to the Commission and/or its designated representative, all work related documents including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of project benefits during the course of the project, and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 4.10 The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time during the course of the project and for four years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

5. SPECIFIC PROVISIONS AND CONDITIONS

5.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

5.2 Project Scope

See Project Report or equivalent, attached as Exhibit B. At a minimum, the attachment shall include the cover page, evidence of approval, executive summary, and a link to or electronic copy of the full document.

5.3 Other Project Specific Provisions and Conditions

Notwithstanding any other term in this agreement, in the event of a cost overrun the state will cover a share proportionate to the state contribution of the TCEP funding identified in the Project Programming Request (PPR) submitted as a part of the baseline agreement.

Attachments:

- Exhibit A: Project Programming Request Form
Exhibit B: Project Report

SIGNATURE PAGE
TO
PROJECT BASELINE AGREEMENT

I-10 Truck Climbing Lane

Resolution _____

Frank Navarro
Date
President, SBCTA Board of Directors
Project Applicant

Frank Navarro
Date
President, SBCTA Board of Directors
Implementing Agency

Michael D. Beauchamp
Date
District Director
California Department of Transportation

Toks Omishakin
Date
Director
California Department of Transportation

Mitchell Weiss
Date
Executive Director
California Transportation Commission

Attachment: Item 7415 Attachment F G and H 21-1002563 - Truck Climbing Lane (7533 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

Amendment (Existing Project) YES NO Date 03/18/2021 15:33:39

Programs LPP-C LPP-F SCCP TCEP STIP Other

District	EA	Project ID	PPNO	Nominating Agency	
08	1F760	0815000050	3009Q	San Bernardino County Transportation Authority (SBCTA)	
County	Route	PM Back	PM Ahead	Co-Nominating Agency	
San Bernardino	10	R 0.000	R 0.200	Caltrans HQ	
San Bernardino	10	R 36.400	R 39.200	MPO	Element
				SCAG	Capital Outlay
Project Manager/Contact			Phone	Email Address	
Paul Melocoton			909-884-8276	pmelocoton@gosbcta.com	
Project Title					
I-10 Eastbound Truck Climbing Lane in Yucaipa					

Location (Project Limits), Description (Scope of Work)
 In San Bernardino County, from the 16th Street Overcrossing in Yucaipa to 0.2 miles east of the County Line Road Overcrossing in Calimesa (Riverside) . Construct a truck climbing lane in the eastbound direction.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority (SBCTA)
PS&E	San Bernardino County Transportation Authority (SBCTA)
Right of Way	San Bernardino County Transportation Authority (SBCTA)
Construction	San Bernardino County Transportation Authority (SBCTA)

Legislative Districts

Assembly: 42 Senate: 23 Congressional: 36,8

Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase	08/11/2017	08/11/2017
Circulate Draft Environmental Document Document Type (ND/MND)/FONSI	07/03/2020	07/03/2020
Draft Project Report	07/03/2020	07/03/2020
End Environmental Phase (PA&ED Milestone)	09/18/2020	11/16/2020
Begin Design (PS&E) Phase	11/04/2020	03/03/2021
End Design Phase (Ready to List for Advertisement Milestone)	01/28/2022	05/06/2022
Begin Right of Way Phase	09/21/2020	03/03/2021
End Right of Way Phase (Right of Way Certification Milestone)	12/29/2021	05/06/2022
Begin Construction Phase (Contract Award Milestone)	06/17/2022	06/30/2022
End Construction Phase (Construction Contract Acceptance Milestone)	12/29/2023	04/22/2024
Begin Closeout Phase	01/01/2024	04/22/2024
End Closeout Phase (Closeout Report)	01/01/2025	02/20/2025

Attachment: Item 7415 Attachment F and H 21-1002563 - Truck Climbing Lane (7533 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

Date 03/18/2021 15:33:39

Purpose and Need

The purpose of the Project is to improve operational characteristics by separating trucks and other slow-moving vehicles from faster moving passenger vehicles on an additional portion of EB I-10 that includes steep uphill grades (sustained 3.5%). By providing a truck climbing lane, the conflicts between slow- and fast-moving vehicles will be reduced, which will result in improvements to safety and operations.

Need: A large volume of commercial trucks travel through the Project limits. According to the environmental documentation and traffic studies prepared for the Project, truck percentages in this area are in the range of 13-16 percent (over 19,000 trucks per day in both directions), with over 50% of these being 5-axle semi-trailer truck types. Truck accident frequency can be correlated to an increase in the differential speed between trucks and faster moving vehicles; therefore, climbing lanes are advantageous when excessive speed differentials exist.

Interstate 10 is a nationally significant freight corridor and critical for regional freight flows as well as inter-state commerce. It is on the federal designated Primary Freight Network (PFN), and the I-10 EB segment in Yucaipa is a significant bottleneck on this facility, turning a 6-minute time from Redlands to the county line into a 24-minute stop-and-go experience for both trucks and cars in the PM peak period.

NHS Improvements YES NO Roadway Class 1 Reversible Lane Analysis YES NO
 Inc. Sustainable Communities Strategy Goals YES NO Reduce Greenhouse Gas Emissions YES NO

Project Outputs

Category	Outputs	Unit	Total
Operational Improvement	Slow vehicle lanes	Miles	3

Attachment: Item 7415 Attachment F G and H 21-1002563 --Truck Climbing Lane (7533 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

Date 03/18/2021 15:33:39

Additional Information

Performance Indicators and Measures: Note that in cases where Cal-B/C 7.2 was used to derive the change between Build and No Build scenarios, only the change is reported as output. In these cases the change has been included as the "Build Total" value so that the correct "Change" is reported.

Project Milestones: Actual anticipated Construction Contract Award Date is 10/05/2022. Listed milestone is 6/30/2022 to allow for program funding in FY 21/22.

Attachment: Item 7415 Attachment F G and H 21-1002563 -Truck Climbing Lane (7533 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	10,572	14,851	-4,279
	TCEP	Daily Truck Trips	# of Trips	11,271	10,452	819
	TCEP	Daily Truck Miles Traveled	Miles	56,355	52,260	4,095
Throughput	TCEP	Change in Truck Volume That Can Be Accommodated	# of Trucks	4,110,000	3,810,000	300,000
	TCEP	Change in Rail Volume That Can Be Accommodated	# of Trailers	0	0	0
			# of Containers	0	0	0
	TCEP	Change in Cargo Volume That Can Be Accommodated	# of Tons	0	0	0
# of Containers			0	0	0	
System Reliability	TCEP	Truck Travel Time Reliability Index	Index	1	2.03	-1.03
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	10,572	14,851	-4,279
Velocity	TCEP	Travel Time or Total Cargo Transport Time	Hours	0.109	0.23	-0.121
Air Quality & GHG	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	4	0	4
			PM 10 Tons	4	0	4
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	73,508	0	73,508
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	7	0	7
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	1	0	1
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	-181	0	-181
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	-14	0	-14
Safety	LPPF, LPPC, SCCP, TCEP	Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	Number	0	0	0
	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	3	3	0
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.5	0.6	-0.1
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	94	158	-64
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	16.7	29	-12.3
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Direct and Indirect)	Number	434	0	434
Cost Effectiveness	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	9.2	0	9.2

Attachment: Item 7415 Attachment F and H 21-1002563 - Truck Climbing Lane (7533 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

District	County	Route	EA	Project ID	PPN
08	San Bernardino, San Bernardino	10, 10	1F760	0815000050	30090

Project Title

I-10 Eastbound Truck Climbing Lane in Yucaipa

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)	1,979							1,979	San Bernardino County Transpor
PS&E	3,850							3,850	San Bernardino County Transpor
R/W SUP (CT)									San Bernardino County Transpor
CON SUP (CT)									San Bernardino County Transpor
R/W									San Bernardino County Transpor
CON		30,264		2,890				33,154	San Bernardino County Transpor
TOTAL	5,829	30,264		2,890				38,983	

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)	1,979							1,979	
PS&E	3,850							3,850	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		30,264						30,264	
TOTAL	5,829	30,264						36,093	

Fund #1:	RIP - National Hwy System (Committed)	Program Code
		20.XX.075.600

Existing Funding (\$1,000s)									Funding Agency
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)									San Bernardino County Transpor
PS&E	2,890							2,890	extended to 2/2021 \$2890 PSE EXT. TO 2890
R/W SUP (CT)									\$2890 PSE voted 01/27/21
CON SUP (CT)									
R/W									
CON				2,890				2,890	
TOTAL	2,890			2,890				5,780	

Proposed Funding (\$1,000s)									Notes
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)									
PS&E	2,890							2,890	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	2,890							2,890	

Attachment: Item 7415 Attachment F G and H 21-1002563 - Truck Climbing Lane (7533 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

Fund #2:	Local Funds - Local Measure (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.140
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)	1,979							1,979	\$960 for Program Management costs is shown in PS&E phase. Actual PS&E is funded with STIP-RIP. CON is \$5.196M CM is \$0.994M
PS&E	960							960	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		6,190						6,190	
TOTAL	2,939	6,190						9,129	

Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)	1,979							1,979	
PS&E	960							960	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		6,190						6,190	
TOTAL	2,939	6,190						9,129	

Fund #3:	State SB1 TCEP - Trade Corridors Enhancement Account (Committed)								Program Code
Existing Funding (\$1,000s)									20.XX.723.200
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									CON is \$8.084M CM is \$1.546M
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		14,444						14,444	
TOTAL		14,444						14,444	

Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		14,444						14,444	
TOTAL		14,444						14,444	

Attachment: Item 7415 Attachment F and H 21-1002563 - Truck Climbing Lane (7533 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

Fund #4:	State SB1 TCEP - Trade Corridors Enhancement Account (Committed)								Program Code
Existing Funding (\$1,000s)									20.XX.723.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									
PS&E									CON is \$12.125M CM is \$2.319M
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		9,630						9,630	
TOTAL		9,630						9,630	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		9,630						9,630	
TOTAL		9,630						9,630	

Attachment: Item 7415 Attachment F G and H 21-1002563 -Truck Climbing Lane (7533 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

08-SBd-10-PM 36.4/R39.2
08-RIV-10-PM R0.0/R0.2
EA 1F760 – 0815000050 – 3009Q
075.600, 800.100 – HE13
November 2020

Project Report For Project Approval

On Route Interstate 10
Between 16th Street
And County Line Road

I have reviewed the right-of-way information contained in this report and the right-of-way data sheet attached hereto, and find the data to be complete, current and accurate:



REBECCA GUIRADO
Deputy District Director, Right of Way

APPROVAL RECOMMENDED:

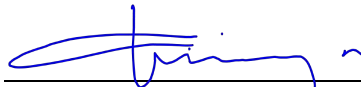
AS Ferry Fard

FERRY R. FARD
Project Manager (Acting)

CONCURRED BY:



DAVID BRICKER
Deputy District Director, Environmental Planning



Hcy CATALINO A. PINING III
Deputy District Director, Traffic Operations



MA JAMAL M. ELSALEH
Deputy District Director, Design

PROJECT APPROVED:

Diane Morales

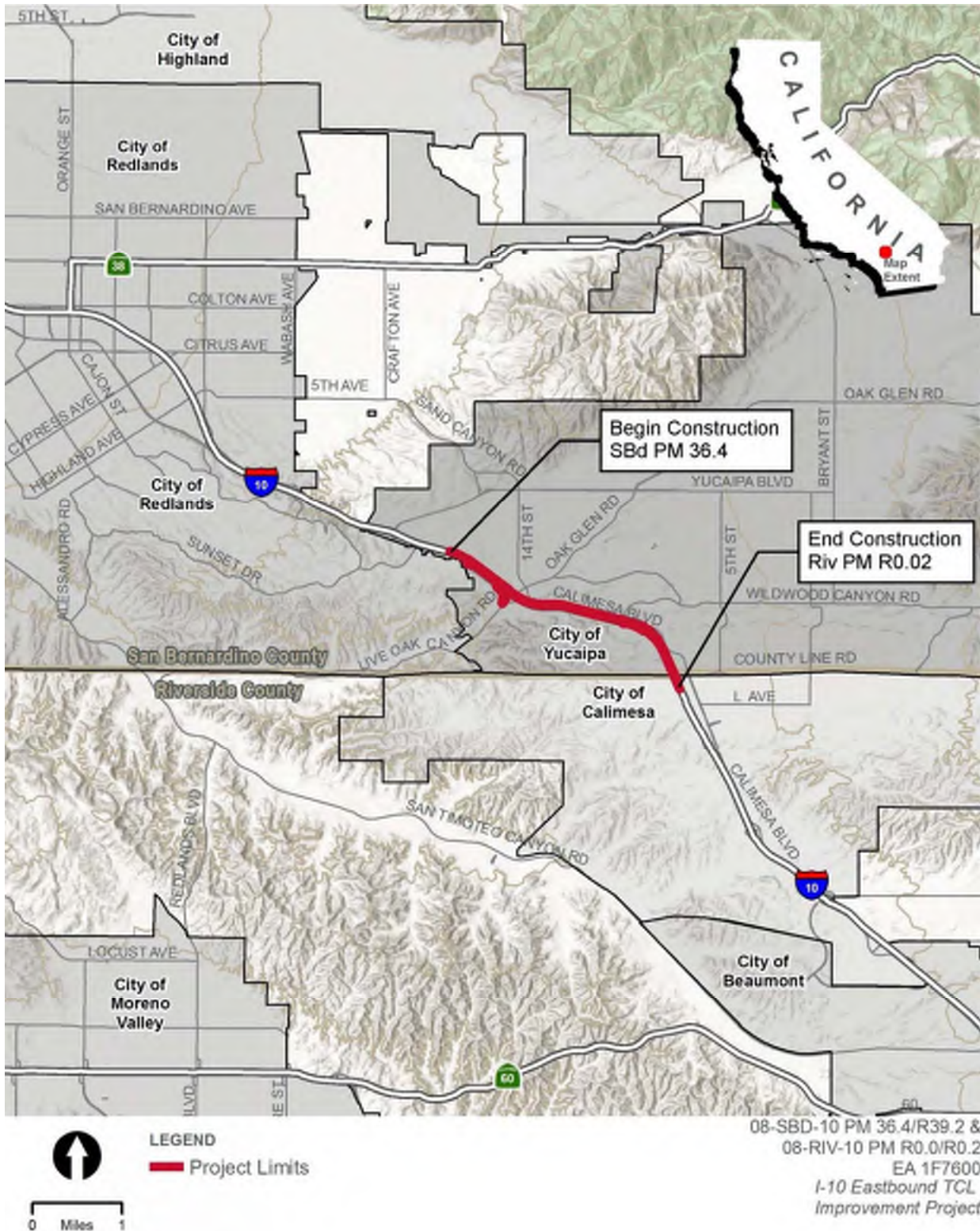
November 12, 2020

for, MICHAEL D. BEAUCHAMP
District Director

Date

For full project report go to <https://www.gosbcta.com/project/i-10-truck-climbing-lane/>

Regional Vicinity and Project Location Map



I-10 EB Truck Climbing Lane in the City of Yucaipa, between 16th Street and County Line Road

Attachment: Item 7415 Attachment F G and H 21-1002563 -Truck Climbing Lane (7533 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

This Project Report has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.

10/28/2020

JULIAN HERNANDEZ, P.E.
Project Engineer
HDR Engineering, Inc.

Date



P.M.
11/2/2020

**Paula
Beauchamp**

Digitally signed by Paula
Beauchamp
Date: 2020.11.03
10:23:51 -08'00'

Submitted By:

PAULA BEAUCHAMP
Director of Project Delivery and Toll Operations
SBCTA

Date

Concurred By:

A.habib

AYSHA HABIB
Branch Chief, Caltrans District 8
Design Oversight

11/03/2020

Date

Attachment: Item 7415 Attachment F G and H 21-1002563 - Truck Climbing Lane (7533 : Baseline Agreement for I-15 Express Lanes/I-10 EB TCL)

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1. INTRODUCTION

The San Bernardino County Transportation Authority (SBCTA), in cooperation with the California Department of Transportation (Caltrans), proposes to extend the eastbound (EB) truck climbing lane (TCL) on Interstate 10 (I-10) from the 16th Street bridge in the City of Yucaipa to just east of the existing EB County Line Road Off-Ramp at the San Bernardino County/Riverside County line (Project)(see Attachment A). The extension of the existing TCL within the Project limits for an additional three miles from its current location will improve operations by separating slow moving vehicles from faster moving passenger cars on a freeway segment with sustained grades of up to 3.75 percent (%).

The Project includes paving the existing I-10 dirt median and adding a concrete barrier to divide the EB and westbound (WB) roadbeds. The final striping will shift the existing three EB general purpose (GP) lanes to the inside so that lane number one will be located along the improved median, and the existing outside lane will provide a continuation to the TCL that currently ends at the EB Live Oak Canyon Road Off-Ramp. The Project Limits include striping transitions beyond the pavement construction limits to join the existing lane configurations on I-10.

The only structural work required as part of this Project is the widening of the Oak Glen Creek Bridge (No. 54-0648) in order to close the gap in the median between the EB and WB roadbeds. This Project has been classified as a Category 4B because the improvements do not require substantial new right-of-way (R/W) and do not substantially increase traffic capacity. According to the Project Study Report/Project Development Support (PSR/PDS) dated June 2017, the Project category assignment was done in accordance with Chapter 8, Section 5 of the Caltrans Project Development Procedures Manual (PDPM), and approved by the Deputy District Director for Design in November 2017. See Attachment I – Project Category Approval. The following table provides a summary of the Project.

Table 1-1 Project Summary

Project Limits	08-SBd-10 PM 36.4/R39.2 & RIV-10-PM R0.0/R0.2	
Number of Alternatives	2 (No-Build Alternative & Build Alternative)	
	Current Cost Estimate:	Escalated Cost Estimate:
Capital Outlay Support	\$6.70 M	\$7.61 M
Capital Outlay Construction	\$20.33 M	\$24.74 M
Capital Outlay Right-of-Way	\$0	\$0
Funding Source	Local, State & Federal	
Funding Year	2021/2022	
Type of Facility	6 to 8 Lane Freeway	
Number of Structures	1, Oak Glen/Wilson Creek (Br. No. 54 0648 L/R)	
Environmental Determination or Document	CEQA: Initial Study (IS) NEPA: Environmental Assessment (EA)	
Legal Description	In San Bernardino County in Yucaipa from the 16 th Street Overcrossing to Riverside County Line & in Calimesa from San Bernardino County Line to 0.2 mile east of County Line Road Undercrossing	
Project Development Category	4B	

2. RECOMMENDATION

It is recommended that this Project Report be approved for the Build Alternative and that the Project proceeds to the Plans, Specifications and Estimate (PS&E) phase. This Project Report adopts the Environmental Document (ED) Initial Study with Mitigated Negative Declaration/Environmental Assessment with Finding of No Significant Impact (IS-MND/EA-FONSI) (Attachment L).

Minute Action

AGENDA ITEM: 19

Date: April 7, 2021

Subject:

Baseline Agreement for West Valley Connector Bus Rapid Transit Project, Phase 1

Recommendation:

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

Approve the Solutions for Congested Corridors Program Baseline Agreement No. 21-1002564 with the California Transportation Commission and the California Department of Transportation for the West Valley Connector Bus Rapid Transit Project, Phase 1. **The Project Programming Request Forms included as attachments to the Baseline Agreement are subject to change to reflect the current status of the project, consistent with the San Bernardino County Transportation Authority Board of Directors actions.**

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. One key competitive program is the Solutions for Congested Corridors Program (SCCP), targeted at \$250 million per year.

In January 2020, San Bernardino County Transportation Authority (SBCTA) staff presented a preliminary strategy to submit grant applications to the California Transportation Commission (CTC) for the SB 1 competitive programs, Cycle 2 (2020). The preliminary strategy included submitting an application requesting \$65 million from the SCCP for the West Valley Connector Bus Rapid Transit Project, Phase 1 (WVC). As indicated in the January 2020 agenda item, SBCTA staff submitted the proposed project list and funding requests to California Department of Transportation (Caltrans) for their review and consideration of partnership. In response, Caltrans indicated they would partner with SBCTA on the WVC. Following further discussion with Caltrans, SBCTA ultimately requested \$65 million from the SCCP for the WVC, as planned.

On December 2, 2020, the CTC adopted the Program of Projects for the 2020 SCCP, Cycle 2, and awarded \$65 million in SCCP funding to the WVC. In accordance with the SB 1 Accountability and Transparency Guidelines, SBCTA must enter into a Baseline Agreement with Caltrans and the CTC for any project receiving SCCP funds. The Baseline Agreement sets forth the agreed upon expected project benefits, scope, schedule, and cost and provides a benchmark for comparison to the current status of the project and the forecast of conditions under a no-build scenario. Baseline Agreements identify the agency responsible for meeting the reporting requirements and, for locally implemented projects, identify Caltrans' responsibilities relative to the type and location of the project. Additionally, the CTC considers the Baseline Agreement as the front-end document that forms the foundation for in-progress and follow-up accountability.

Because WVC has an approved environmental document, a fully signed Baseline Agreement must be approved by the CTC no later than the June 2021 CTC meeting. Staff is recommending that the SBCTA Board of Directors (Board) approve the Baseline Agreement, Contract No. 21-1002564, for the West Valley Connector Bus Rapid Transit Project, Phase 1. The Baseline Agreements for the I-15 Corridor Contract 1 and the I-10 Eastbound Truck Climbing Lanes projects, which were also awarded competitive program funds, are scheduled to be presented to the SBCTA Board for approval on April 7, 2021.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
April 7, 2021
Page 2

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on March 11, 2021. **It should be noted that after Transit Committee review, minor changes were made to fund source descriptions in the Project Programming Request attached to the Baseline Agreement; these changes have no impact on the Board-approved fund sources for the project or the project costs.**

Responsible Staff:

Vanessa Schoenewald, Management Analyst III

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

General Contract Information

Contract No: 21-1002564 Amendment No.: _____
 Contract Class: Payable Department: Fund Administration
 Vendor No.: 0450 Vendor Name: Caltrans/CTC
 Description: SCCP Baseline Agreement for West Valley Connector Bus Rapid Transit, Phase 1
 List Any Related Contract Nos.: _____

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

Contract Authorization

Board of Directors Date: 04/07/2021 Board Item # 7534

Contract Management (Internal Purposes Only)

Zero Dollar Contracts Zero Dollar Sole Source? N/A N/A
MOU/COOP/JPA

Accounts Payable

Estimated Start Date: 06/23/2021 Expiration Date: 04/11/2025 Revised Expiration Date: _____
N/A N/A N/A

								Total Contract Funding:	Total Contingency:
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Vanessa Schoenewald Andrea Zureick
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Estimated start date is anticipated CTC approval date of Baseline Agreement.

Attachment: ATTACHMENT A CSS 21-1002564 Baseline Agreement West Valley Connector Bus Rapid Transit Project (7534 : Baseline

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
PROJECT BASELINE AGREEMENT
West Valley Connector Bus Rapid Transit

Resolution _____

(will be completed by CTC)

1. FUNDING PROGRAM

- Active Transportation Program
- Local Partnership Program (Competitive)
- Solutions for Congested Corridors Program
- State Highway Operation and Protection Program
- Trade Corridor Enhancement Program

2. PARTIES AND DATE

- 2.1 This Project Baseline Agreement (Agreement) for the *West Valley Connector Bus Rapid Transit*, effective on, _____ (will be completed by CTC), is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the Project Applicant, *San Bernardino County Transportation Authority (SBCTA)*, and the Implementing Agency, *SBCTA*, sometimes collectively referred to as the "Parties".

3. RECITAL

- 3.2 Whereas at its December 2, 2020 meeting the Commission approved the Solutions for Congested Corridors Program, and included in the program of projects the *West Valley Connector Bus Rapid Transit*, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A and the Project Report attached hereto as Exhibit B, as the baseline for project monitoring by the Commission.
- 3.3 The undersigned Project Applicant certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

4. GENERAL PROVISIONS

The Project Applicant, Implementing Agency, and Caltrans agree to abide by the following provisions:

- 4.1 To meet the requirements of the Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) which provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.
- 4.2 To adhere, as applicable, to the provisions of the Commission:
- Resolution *Insert Number*, "Adoption of Program of Projects for the Active Transportation Program", dated _____
 - Resolution *Insert Number*, "Adoption of Program of Projects for the Local Partnership Program", dated _____
 - Resolution G-20-80, "Adoption of Program of Projects for the Solutions for Congested Corridors Program", dated December 2, 2020
 - Resolution *Insert Number*, "Adoption of Program of Projects for the State Highway Operation and Protection Program", dated _____
 - Resolution *Insert Number*, "Adoption of Program of Projects for the Trade Corridor Enhancement Program", dated _____

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

- 4.3 All signatories agree to adhere to the Commission's Solutions for Congested Corridors Program, Guidelines. Any conflict between programs will be resolved at the discretion of the Commission.
- 4.4 All signatories agree to adhere to the Commission's SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.
- 4.5 The SBCTA agrees to secure funds for any additional costs of the project.
- 4.6 The SBCTA agrees to report to Caltrans on a quarterly basis; after July 2019, reports will be on a semi-annual basis on the progress made toward the implementation of the project, including scope, cost, schedule, outcomes, and anticipated benefits.
- 4.7 Caltrans agrees to prepare program progress reports on a quarterly basis; after July 2019, reports will be on a semi-annual basis and include information appropriate to assess the current state of the overall program and the current status of each project identified in the program report.
- 4.8 The SBCTA agrees to submit a timely Completion Report and Final Delivery Report as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.9 All signatories agree to maintain and make available to the Commission and/or its designated representative, all work related documents including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of project benefits during the course of the project, and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 4.10 The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time during the course of the project and for four years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

5. SPECIFIC PROVISIONS AND CONDITIONS

5.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

5.2 Project Scope

See Project Report or equivalent, attached as Exhibit B. At a minimum, the attachment shall include the cover page, evidence of approval, executive summary, and a link to or electronic copy of the full document.

5.3 Other Project Specific Provisions and Conditions

The state will not cover costs in the event of a cost overrun.

Attachments:

- Exhibit A: Project Programming Request Form
 Exhibit B: Project Report

SIGNATURE PAGE
TO
PROJECT BASELINE AGREEMENT

West Valley Connector Bus Rapid Transit

Resolution _____

Frank Navarro
Date
President, SBCTA Board of Directors
Project Applicant

Frank Navarro
Date
President, SBCTA Board of Directors
Implementing Agency

Michael D. Beauchamp
Date
District Director
California Department of Transportation

Toks Omishakin
Date
Director
California Department of Transportation

Mitchell Weiss
Date
Executive Director
California Transportation Commission

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Amendment (Existing Project) YES NO Date 03/11/2021 15:14:18

Programs LPP-C LPP-F SCCP TCEP STIP Other

District	EA	Project ID	PPNO	Nominating Agency
08	T458GA	0821000055	1232	Caltrans HQ
County	Route	PM Back	PM Ahead	Co-Nominating Agency
San Bernardino				San Bernardino County Transportation Authority (SBCTA)
				MPO
				Element
				SCAG
				Mass Transit (MT)
Project Manager/Contact			Phone	Email Address
Victor Lopez			909-884-8276	vlopez@gosbcta.com

Project Title

West Valley Connector Bus Rapid Transit (Phase 1 & Zero Emission Bus Initiative) – Mainline Improvements

Location (Project Limits), Description (Scope of Work)

In San Bernardino and Los Angeles Counties through the cities of Pomona, Montclair, Ontario, and Rancho Cucamonga on Holt Boulevard from Pomona Metrolink Station to Ontario International Airport (ONT), on Archibald Avenue from ONT to Inland Empire Boulevard, on Inland Empire Boulevard from Archibald Avenue to Ontario Mills Mall, on Milliken Avenue from Ontario Mills Mall to Foothill Boulevard, and on Foot Boulevard from Milliken Avenue to Victoria Gardens Mall, construct the West Valley Connector (WVC), a 100% zero-emission Bus Rapid Transit system, the first stage of the SB County Zero-emission Bus Initiative and second Bus Rapid Transit route in San Bernardino County. The project includes the construction of 21 stations between Pomona and Rancho Cucamonga. The project will also provide level boarding, transit signal priority.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority (SBCTA)
PS&E	San Bernardino County Transportation Authority (SBCTA)
Right of Way	San Bernardino County Transportation Authority (SBCTA)
Construction	San Bernardino County Transportation Authority (SBCTA)

Legislative Districts

Assembly:	52,40	Senate:	20,23	Congressional:	35,31
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Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase	11/02/2015	11/02/2015
Circulate Draft Environmental Document	06/24/2019	06/24/2019
Draft Project Report	06/24/2019	06/24/2019
End Environmental Phase (PA&ED Milestone)	05/12/2020	05/12/2020
Begin Design (PS&E) Phase	05/06/2020	05/06/2020
End Design Phase (Ready to List for Advertisement Milestone)	07/30/2021	07/30/2021
Begin Right of Way Phase	01/15/2021	01/15/2021
End Right of Way Phase (Right of Way Certification Milestone)	10/21/2022	10/21/2022
Begin Construction Phase (Contract Award Milestone)	10/24/2022	10/24/2022
End Construction Phase (Construction Contract Acceptance Milestone)	10/25/2024	10/25/2024
Begin Closeout Phase	10/28/2024	10/28/2024
End Closeout Phase (Closeout Report)	04/11/2025	04/11/2025

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Date 03/11/2021 15:14:18

Purpose and Need

The purpose of the project is to improve corridor mobility and transit efficiency in the San Bernardino Valley from Downtown Pomona to Victo Gardens in the City of Rancho Cucamonga with an enhanced, green, state-of-the-art BRT system. It responds to the following needs:

1. It runs parallel to the two most congested freeways in the county.
2. Need for improved network connectivity. The WVC is not an isolated project but one that ties into the growing high-capacity transit network in the SBD valley and the greater regional transit network of Southern California. The WVC will connect across four corridor cities: Pomona, Montclair, Ontario, and Rancho Cucamonga. It will serve the fastest growing major commercial airport in the US, Ontario International Airport from both the Metrolink San Bernardino Line in Ranch Cucamonga as well as the Riverside Line in Downtown Pomona, It also links other major destinations along the route and fosters TOD.
3. Corridor population will increase by 30% in the next 25 years. The entities that have coalesced around the WVC (local, regional, state, private, sector, and community advocates) did not want just another auto-oriented community. They had a larger vision of the multimodal, multidimensional, diverse community this could become. The proposed WVC is part of a "critical mass" of transit network and supporting development coming together to write a new story about transportation and development in the western part of the San Bernardino Valley. Implementation of the WVC is projected to increase daily unlinked transit trips by 3,227 in opening year (202) and 4,710 by 2038 within the study area and reduce 32,660 metric tons of CO2 through year 2038.
4. Represents an upgrade of Route 61, the highest ridership route on the Omnitrans system. The project offers a high level of service, reduci transit trip time by about 30% from 75 minutes to 54 minutes for the full length of the corridor.

The WVC is scheduled to begin revenue service in early 2024.

NHS Improvements YES NO Roadway Class NA Reversible Lane Analysis YES N
 Inc. Sustainable Communities Strategy Goals YES NO Reduce Greenhouse Gas Emissions YES NO

Project Outputs

Category	Outputs	Unit	Total
Rail/ Multi-Modal	Rail cars/ transit vehicles	EA	18
Rail/ Multi-Modal	Miles of rehabilitated track	Miles	15.5
Rail/ Multi-Modal	New stations	EA	21
Rail/ Multi-Modal	Miles of new track	Miles	3.5

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Date 03/11/2021 15:14:18

Additional Information

Description/Location (continued):

The various stations will include branded shelter/canopy, security cameras, benches, lighting, and variable message signs. Mainline improvements also include the construction of 3.5 miles of dedicated Bus Rapid Transit (BRT) only lanes through central Ontario and 15.5 miles of curbside lane mixed-flow operations.

Purpose and Need Section (continued):

3) corridor population will increase by 30% in the next 25 years. The entities that have coalesced around the WVC (local, regional, state, private sector, and community advocates) did not want just another auto-oriented community. They had a larger vision of the multimodal, multidimensional, diverse community this could become. The proposed WVC is part of a "critical mass" of transit network and supporting development coming together to write a new story about transportation and development in the western part of the San Bernardino Valley. Implementation of the WVC is projected to increase daily unlinked transit trips by 3,227 in opening year (2024) and 4,170 by 2038 within the study area and reduce 32,660 metric tons of CO2 through year 2038.

4) represents an upgrade of Route 61, the highest ridership route on the Omnitrans system. The project offers a high level of service, reducing transit trip time by about 30% from 75 minutes to 54 minutes for the full length of the corridor.

The WVC is scheduled to begin revenue service in early 2024, pending the award of \$65 million in SCCP funding.

Category and Outputs Section: There didn't seem to be a category to appropriately reflect a BRT project. In this case, the "Miles of New Transit" refers to the miles of dedicated bus lanes in the project and the "Miles of Rehabilitated Track" refers to the balance of the length of the enhanced service.

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Project Area, Corridor, County, or Regionwide VMT per Capita and Total VMT	Total Miles	1,836,000,000	1,890,000,000	-54,000,000
			VMT per Capita	94,841	97,656	-2,815
	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved	Person Hours	109,515,141	152,104,362	-42,589,221
			Hours per Capita	5,657	7,857	-2,200
LPPF, LPPC, SCCP	Daily Vehicle Hours of Delay	Hours	0	0	0	
System Reliability	LPPF, LPPC, SCCP	Peak Period Travel Time Reliability Index	Index	0	0	0
	LPPF, LPPC, SCCP	Transit Service On-Time Performance	% "On-time"	88	83.4	4.6
Air Quality & GHG	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	0.8	0	0.8
			PM 10 Tons	0.9	0	0.9
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	118,287	0	118,287
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	22	0	22
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	1.1	0	1.1
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	403	0	403
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	49	0	49
Safety	LPPF, LPPC, SCCP, TCEP	Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	Number	0	0	0
	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	0.21	0.216	-0.006
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.6	0.6	0
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	10.16	10.46	-0.3
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	29	29	0
Accessibility	LPPF, LPPC, SCCP	Number of Jobs Accessible by Mode	Number	89,388	0	89,388
	LPPF, LPPC, SCCP	Number of Destinations Accessible by Mode	Number	5,125	0	5,125
	LPPF, LPPC, SCCP	Percent of Population Defined as Low Income or Disadvantaged Within 1/2 Mile of Rail Station, Ferry Terminal, or High-Frequency Bus Stop	%	74	0	74
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Direct and Indirect)	Number	3,157	0	3,157
Cost Effectiveness	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	1.3	0	1.3

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

District	County	Route	EA	Project ID	PPN
08	San Bernardino		T458GA	0821000055	1232

Project Title

West Valley Connector Bus Rapid Transit (Phase 1 & Zero Emission Bus Initiative) – Mainline Improvements

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)	6,704							6,704	San Bernardino County Transpor
PS&E	20,440							20,440	San Bernardino County Transpor
R/W SUP (CT)									San Bernardino County Transpor
CON SUP (CT)									San Bernardino County Transpor
R/W	92,311							92,311	San Bernardino County Transpor
CON		116,932						116,932	San Bernardino County Transpor
TOTAL	119,455	116,932						236,387	

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)	6,704							6,704	
PS&E	20,440							20,440	
R/W SUP (CT)									
CON SUP (CT)									
R/W	92,311							92,311	
CON		116,932						116,932	
TOTAL	119,455	116,932						236,387	

Fund #1: RIP - State Cash (Committed) Program Code

Existing Funding (\$1,000s) 20.XX.075.600

Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									Caltrans HQ
PS&E									For construction contract and construction management
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		39,745						39,745	
TOTAL		39,745						39,745	

Proposed Funding (\$1,000s)									Notes
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		39,745						39,745	
TOTAL		39,745						39,745	

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Fund #2:	CMAQ - Congestion Mitigation (Committed)								Program Code
	Existing Funding (\$1,000s)								20.30.010.820
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		2,887						2,887	
TOTAL		2,887						2,887	
	Proposed Funding (\$1,000s)								Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		2,887						2,887	
TOTAL		2,887						2,887	
Fund #3:	FTA Funds - Omnitrans Land Sale Funds (80% federal) (Committed) (Committed)								Program Code
	Existing Funding (\$1,000s)								FTA-TRANSIT
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									Omnitrans
PS&E									Federal portion of funds received from mid-valley land sale
R/W SUP (CT)									
CON SUP (CT)									
R/W	20,079							20,079	
CON									
TOTAL	20,079							20,079	
	Proposed Funding (\$1,000s)								Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	20,079							20,079	
CON									
TOTAL	20,079							20,079	

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Fund #4:	State SB1 SCCP - Solution for Congested Corridors Program (Committed)								Program Code
Existing Funding (\$1,000s)									30.10.030.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									Caltrans HQ SCCP for construction and construction management
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		65,000						65,000	
TOTAL		65,000						65,000	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		65,000						65,000	
TOTAL		65,000						65,000	
Fund #5:	Local Funds - SBD Co Measure I (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)	6,704							6,704	San Bernardino County Transport \$11M for Project Management is included in PS&E cost
PS&E	20,440							20,440	
R/W SUP (CT)									
CON SUP (CT)									
R/W	43,726							43,726	
CON									
TOTAL	70,870							70,870	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)	6,704							6,704	
PS&E	20,440							20,440	
R/W SUP (CT)									
CON SUP (CT)									
R/W	43,726							43,726	
CON									
TOTAL	70,870							70,870	

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Fund #6:	Local Funds - Omnitrans Land Sale Funds (20% local) (Committed) (Committed)								Program Code
	Existing Funding (\$1,000s)								20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									Omnitrans Local portion of funds from mid-valley land sale
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	5,020							5,020	
CON									
TOTAL	5,020							5,020	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	5,020							5,020	
CON									
TOTAL	5,020							5,020	
Fund #7:	Other State - STA Transit Assist (Committed)								Program Code
	Existing Funding (\$1,000s)								20.30.207.811
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									San Bernardino County Transport
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	23,486							23,486	
CON									
TOTAL	23,486							23,486	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	23,486							23,486	
CON									
TOTAL	23,486							23,486	

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Fund #8:	Local Funds - In-kind Roadway Work by City of Ontario (Committed) (Committed)								Program Code
	Existing Funding (\$1,000s)								20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									City of Ontario
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		9,300						9,300	
TOTAL		9,300						9,300	
Proposed Funding (\$1,000s)									
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		9,300						9,300	
TOTAL		9,300						9,300	

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Amendment (Existing Project) YES NO Date 02/18/2021 14:22:57

Programs LPP-C LPP-F SCCP TCEP STIP Other

District	EA	Project ID	PPNO	Nominating Agency	
08			1232C	Caltrans HQ	
County	Route	PM Back	PM Ahead	Co-Nominating Agency	
San Bernardino				San Bernardino County Transportation Authority (SBCTA)	
				MPO	Element
				SCAG	Mass Transit (MT)
Project Manager/Contact			Phone	Email Address	
Victor Lopez			909-884-8276	vlopez@gosbcta.com	

Project Title

West Valley Connector Bus Rapid Transit (Phase 1 & Zero Emission Bus Initiative) – Vehicles

Location (Project Limits), Description (Scope of Work)

In San Bernardino and Los Angeles Counties through the cities of Pomona, Montclair, Ontario, and Rancho Cucamonga on Holt Boulevard from Pomona Metrolink Station to Ontario International Airport (ONT), on Archibald Avenue from ONT to Inland Empire Boulevard, on Inland Empire Boulevard from Archibald Avenue to Ontario Mills Mall, on Milliken Avenue from Ontario Mills Mall to Foothill Boulevard, and on Foot Boulevard from Milliken Avenue to Victoria Gardens Mall, construct the West Valley Connector (WVC), a 100% zero-emission Bus Rapid Transit system, the first stage of the San Bernardino County Zero-emission Bus Initiative and second Bus Rapid Transit route in San Bernardino County. Headways will be 10 min in peak commute period and 15 min off-peak, providing a high level of service to the community. In order to provide the required Bus Rapid Transit (BRT) service, the project includes the procurement of 18 zero-emission battery-electric buses.

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority (SBCTA)
PS&E	San Bernardino County Transportation Authority (SBCTA)
Right of Way	San Bernardino County Transportation Authority (SBCTA)
Construction	San Bernardino County Transportation Authority (SBCTA)

Legislative Districts

Assembly:	52,40	Senate:	20,23	Congressional:	35,31
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Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase	11/02/2015	11/02/2015
Circulate Draft Environmental Document	06/24/2019	06/24/2019
Draft Project Report	06/24/2019	06/24/2019
End Environmental Phase (PA&ED Milestone)	05/12/2020	05/12/2020
Begin Design (PS&E) Phase	05/06/2020	05/06/2020
End Design Phase (Ready to List for Advertisement Milestone)	07/30/2021	07/30/2021
Begin Right of Way Phase	01/15/2021	01/15/2021
End Right of Way Phase (Right of Way Certification Milestone)	10/21/2022	10/21/2022
Begin Construction Phase (Contract Award Milestone)	10/24/2022	10/24/2022
End Construction Phase (Construction Contract Acceptance Milestone)	05/14/2024	05/14/2024
Begin Closeout Phase	05/15/2024	05/15/2024
End Closeout Phase (Closeout Report)	04/11/2025	04/11/2025

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Date 02/18/2021 14:22:57

Purpose and Need

The purpose of the project is to improve corridor mobility and transit efficiency in the San Bernardino Valley from Downtown Pomona to Victor Gardens in the City of Rancho Cucamonga with an enhanced, green, state-of-the-art BRT system. It responds to the following needs:

- 1) it runs parallel to the two most congested freeways in the county.
- 2) need for improved network connectivity. The WVC is not an isolated project but one that ties into the growing high-capacity transit network the San Bernardino Valley and the greater regional transit network of Southern California. The WVC will connect across four corridor cities: Pomona, Montclair, Ontario, and Rancho Cucamonga. It will serve the fastest growing major commercial airport in the U.S., Ontario International Airport, from both the Metrolink San Bernardino Line in Rancho Cucamonga as well as the Riverside Line at Downtown Pomona also links other major destinations along the route and fosters TOD.

(continued on next page)

NHS Improvements <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Roadway Class NA	Reversible Lane Analysis <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Inc. Sustainable Communities Strategy Goals <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Reduce Greenhouse Gas Emissions <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Project Outputs

Category	Outputs	Unit	Total
Rail/ Multi-Modal	Miles of new track	Miles	3.5
Rail/ Multi-Modal	Miles of rehabilitated track	Miles	15.5
Rail/ Multi-Modal	Rail cars/ transit vehicles	EA	18
Rail/ Multi-Modal	New stations	EA	21

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Date 02/18/2021 14:22:57

Additional Information

Purpose and Need Section (continued):

3) corridor population will increase by 30% in the next 25 years. The entities that have coalesced around the WVC (local, regional, state, private sector, and community advocates) did not want just another auto-oriented community. They had a larger vision of the multimodal, multidimensional, diverse community this could become. The proposed WVC is part of a "critical mass" of transit network and supporting development coming together to write a new story about transportation and development in the western part of the San Bernardino Valley. Implementation of the WVC is projected to increase daily unlinked transit trips by 3,227 in opening year (2024) and 4170 by 2038 within the study area and reduce 32,660 metric tons of CO2 through year 2038.

4) represents an upgrade of Route 61, the highest ridership route on the Omnitrans system. The project offers a high level of service, reducing transit trip time by about 30% from 75 minutes to 54 minutes for the full length of the corridor.

The WVC is scheduled to begin revenue service in early 2024, pending the award of \$65 million in SCCP funding.

Category and Outputs Section: There didn't seem to be a category to appropriately reflect a BRT project. In this case, the "Miles of New Transit" refers to the miles of dedicated bus lanes in the project and the "Miles of Rehabilitated Track" refers to the balance of the length of the enhanced service.

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Project Area, Corridor, County, or Regionwide VMT per Capita and Total VMT	Total Miles	1,836,000,000	1,890,000,000	-54,000,000
			VMT per Capita	94,841	97,656	-2,815
	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved	Person Hours	109,515,141	152,104,362	-42,589,221
			Hours per Capita	5,657	7,857	-2,200
LPPF, LPPC, SCCP	Daily Vehicle Hours of Delay	Hours	0	0	0	
System Reliability	LPPF, LPPC, SCCP	Peak Period Travel Time Reliability Index	Index	0	0	0
	LPPF, LPPC, SCCP	Transit Service On-Time Performance	% "On-time"	88	83.4	4.6
Air Quality & GHG	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	0.8	0	0.8
			PM 10 Tons	0.9	0	0.9
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	118,287	0	118,287
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	22	0	22
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	1.1	0	1.1
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	403	0	403
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	49	0	49
Safety	LPPF, LPPC, SCCP, TCEP	Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	Number	0	0	0
	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	0.21	0.216	-0.006
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.6	0.6	0
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	10.16	10.46	-0.3
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	29	29	0
Accessibility	LPPF, LPPC, SCCP	Number of Jobs Accessible by Mode	Number	89,388	0	89,388
	LPPF, LPPC, SCCP	Number of Destinations Accessible by Mode	Number	5,125	0	5,125
	LPPF, LPPC, SCCP	Percent of Population Defined as Low Income or Disadvantaged Within 1/2 Mile of Rail Station, Ferry Terminal, or High-Frequency Bus Stop	%	74	0	74
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Direct and Indirect)	Number	3,157	0	3,157
Cost Effectiveness	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	1.3	0	1.3

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

District	County	Route	EA	Project ID	PPN
08	San Bernardino				1232

Project Title

West Valley Connector Bus Rapid Transit (Phase 1 & Zero Emission Bus Initiative) – Vehicles

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)									San Bernardino County Transpor
PS&E									San Bernardino County Transpor
R/W SUP (CT)									San Bernardino County Transpor
CON SUP (CT)									San Bernardino County Transpor
R/W									San Bernardino County Transpor
CON		27,160						27,160	San Bernardino County Transpor
TOTAL		27,160						27,160	

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		27,160						27,160	
TOTAL		27,160						27,160	

Fund #1: CMAQ - Congestion Mitigation (Committed) Program Code

Existing Funding (\$1,000s) 20.30.010.820

Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									San Bernardino County Transpor
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		8,010						8,010	
TOTAL		8,010						8,010	

Proposed Funding (\$1,000s)									Notes
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		8,010						8,010	
TOTAL		8,010						8,010	

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Fund #2:	State SB1 SCCP - Solution for Congested Corridors Program (Committed)								Program Code
	Existing Funding (\$1,000s)								20.30.210.350
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									
E&P (PA&ED)									There are no SCCP funds propos for this contract; this is required to save ePPR.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Fund #3:	Other State - Low Carbon Transit Operations Program (LCTOP) (Committed)								Program Code
	Existing Funding (\$1,000s)								20.30.207.811
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									San Bernardino County Transport
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		4,150						4,150	
TOTAL		4,150						4,150	
Proposed Funding (\$1,000s)									
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		4,150						4,150	
TOTAL		4,150						4,150	

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Fund #4:	Other State - Transit and Intercity Rail Capital Program (TIRCP) (Committed)								Program Code
	Existing Funding (\$1,000s)								20.30.207.811
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		15,000						15,000	
TOTAL		15,000						15,000	
	Proposed Funding (\$1,000s)								Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		15,000						15,000	
TOTAL		15,000						15,000	

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Amendment (Existing Project) YES NO Date 01/22/2021 15:06:37

Programs LPP-C LPP-F SCCP TCEP STIP Other

District	EA	Project ID	PPNO	Nominating Agency	
08			1232B	Caltrans HQ	
County	Route	PM Back	PM Ahead	Co-Nominating Agency	
San Bernardino				San Bernardino County Transportation Authority (SBCTA)	
				MPO	Element
				SCAG	Mass Transit (MT)
Project Manager/Contact			Phone	Email Address	
Victor Lopez			909-884-8276	vlopez@gosbcta.com	

Project Title

West Valley Connector Bus Rapid Transit (Phase 1 & Zero Emission Bus Initiative) – Maintenance Facility (D/B Contract)

Location (Project Limits), Description (Scope of Work)

In San Bernardino County through the cities of Pomona, Montclair, Ontario, and Rancho Cucamonga on Holt Blvd from Pomona Metrolink Station to Ontario International Airport (ONT), on Archibald Ave from ONT to Inland Empire Blvd, on Inland Empire Blvd from Archibald Ave to Ontario Mills Mall, on Milliken Ave from Ontario Mills Mall to Foothill Blvd, and on Foothill Blvd from Milliken Ave to Victoria Gardens Mall, construct the West Valley Connector (WVC), a 100% zero-emission Bus Rapid Transit system, the first stage of the SB County Zero-emission Bus Initiative and second BRT route in SB County. Headways will be 10 min in peak commute period and 15 min off-peak, providing a high level of service to the community. The project includes modifications to an existing maintenance facility in order to maintain the additional 18 zero-emission battery-electric buses that are needed to operate the new Bus Rapid Transit (BRT) service.

(continued in additional information)

Component	Implementing Agency
PA&ED	San Bernardino County Transportation Authority (SBCTA)
PS&E	San Bernardino County Transportation Authority (SBCTA)
Right of Way	San Bernardino County Transportation Authority (SBCTA)
Construction	San Bernardino County Transportation Authority (SBCTA)

Legislative Districts

Assembly:	52,40	Senate:	20,23	Congressional:	35,31
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Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase		11/02/2015
Circulate Draft Environmental Document	Document Type EIR/FONSI	06/24/2019
Draft Project Report		06/24/2019
End Environmental Phase (PA&ED Milestone)		05/12/2020
Begin Design (PS&E) Phase		10/01/2021
End Design Phase (Ready to List for Advertisement Milestone)		10/01/2021
Begin Right of Way Phase		01/15/2021
End Right of Way Phase (Right of Way Certification Milestone)		10/21/2022
Begin Construction Phase (Contract Award Milestone)		10/24/2022
End Construction Phase (Construction Contract Acceptance Milestone)		05/14/2024
Begin Closeout Phase		05/15/2024
End Closeout Phase (Closeout Report)		04/11/2025

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Date 01/22/2021 15:06:37

Purpose and Need

The purpose of the project is to improve corridor mobility and transit efficiency in the San Bernardino Valley from Downtown Pomona to Victo Gardens in the City of Rancho Cucamonga with an enhanced, green, state-of-the-art BRT system. It responds to the following needs:

- 1) it runs parallel to the two most congested freeways in the county.
- 2) need for improved network connectivity. The WVC is not an isolated project but one that ties into the growing high-capacity transit network the San Bernardino Valley and the greater regional transit network of Southern California. The WVC will connect across four corridor cities: Pomona, Montclair, Ontario, and Rancho Cucamonga. It will serve the fastest growing major commercial airport in the U.S., Ontario International Airport, from both the Metrolink San Bernardino Line in Rancho Cucamonga as well as the Riverside Line at Downtown Pomona also links other major destinations along the route and fosters TOD.

(continued on next page)

NHS Improvements YES NO Roadway Class NA Reversible Lane Analysis YES N
 Inc. Sustainable Communities Strategy Goals YES NO Reduce Greenhouse Gas Emissions YES NO

Project Outputs

Category	Outputs	Unit	Total
Rail/ Multi-Modal	Miles of new track	Miles	3.5
Rail/ Multi-Modal	Rail cars/ transit vehicles	EA	18
Rail/ Multi-Modal	Miles of rehabilitated track	Miles	15.5
Rail/ Multi-Modal	New stations	EA	21

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Date 01/22/2021 15:06:37

Additional Information

Description/Location (continued):

Modifications to the existing maintenance facility include installing the charging stations required to charge 18 zero-emission battery-electric buses and retrofits to the existing electrical infrastructure. The existing parking lot will also need to be reconfigured in order to accommodate additional zero-emission battery-electric buses and new charging infrastructure.

Purpose and Need Section (continued):

3) corridor population will increase by 30% in the next 25 years. The entities that have coalesced around the WVC (local, regional, state, private sector, and community advocates) did not want just another auto-oriented community. They had a larger vision of the multimodal, multidimensional, diverse community this could become. The proposed WVC is part of a "critical mass" of transit network and supporting development coming together to write a new story about transportation and development in the western part of the San Bernardino Valley. Implementation of the WVC is projected to increase daily unlinked transit trips by 3,227 in opening year (2024) and 4170 by 2038 within the study area and reduce 32,660 metric tons of CO2 through year 2038.

4) represents an upgrade of Route 61, the highest ridership route on the Omnitrans system. The project offers a high level of service, reducing transit trip time by about 30% from 75 minutes to 54 minutes for the full length of the corridor.

The WVC is scheduled to begin revenue service in early 2024, pending the award of \$65 million in SCCP funding.

Category and Outputs Section: There didn't seem to be a category to appropriately reflect a BRT project. In this case, the "Miles of New Transit" refers to the miles of dedicated bus lanes in the project and the "Miles of Rehabilitated Track" refers to the balance of the length of the enhanced service.

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPF, LPPC, SCCP	Project Area, Corridor, County, or Regionwide VMT per Capita and Total VMT	Total Miles	1,836,000,000	1,890,000,000	-54,000,000
			VMT per Capita	94,841	97,656	-2,815
	LPPF, LPPC, SCCP	Person Hours of Travel Time Saved	Person Hours	109,515,141	152,104,362	-42,589,221
			Hours per Capita	5,657	7,857	-2,200
LPPF, LPPC, SCCP	Daily Vehicle Hours of Delay	Hours	0	0	0	
System Reliability	LPPF, LPPC, SCCP	Peak Period Travel Time Reliability Index	Index	0	0	0
	LPPF, LPPC, SCCP	Transit Service On-Time Performance	% "On-time"	88	83.4	4.6
Air Quality & GHG	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	0.8	0	0.8
			PM 10 Tons	0.9	0	0.9
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	118,287	0	118,287
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	22	0	22
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	1.1	0	1.1
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	403	0	403
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	49	0	49
Safety	LPPF, LPPC, SCCP, TCEP	Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	Number	0	0	0
	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	0.21	0.216	-0.006
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0.6	0.6	0
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	10.16	10.46	-0.3
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	29	29	0
Accessibility	LPPF, LPPC, SCCP	Number of Jobs Accessible by Mode	Number	89,388	0	89,388
	LPPF, LPPC, SCCP	Number of Destinations Accessible by Mode	Number	5,125	0	5,125
	LPPF, LPPC, SCCP	Percent of Population Defined as Low Income or Disadvantaged Within 1/2 Mile of Rail Station, Ferry Terminal, or High-Frequency Bus Stop	%	74	0	74
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Direct and Indirect)	Number	3,157	0	3,157
Cost Effectiveness	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	1.3	0	1.3

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

District	County	Route	EA	Project ID	PPN
08					12321

Project Title

West Valley Connector Bus Rapid Transit (Phase 1 & Zero Emission Bus Initiative) – Maintenance Facility (D/B Contract)

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)									San Bernardino County Transpor
PS&E									San Bernardino County Transpor
R/W SUP (CT)									San Bernardino County Transpor
CON SUP (CT)									San Bernardino County Transpor
R/W									San Bernardino County Transpor
CON									San Bernardino County Transpor
TOTAL									

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		3,500						3,500	
TOTAL		3,500						3,500	

Fund #1: CMAQ - Congestion Mitigation (Committed) Program Code

Existing Funding (\$1,000s)									Funding Agency
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)									San Bernardino County Transpor
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Proposed Funding (\$1,000s)									Notes
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		3,500						3,500	
TOTAL		3,500						3,500	

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

Fund #2:	State SB1 SCCP - Solution for Congested Corridors Program (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commis
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									
E&P (PA&ED)									Notes There are no SCCP funds propos for this contract; this is required to save ePPR.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

FINAL BASIS OF DESIGN REPORT



West Valley Connector Project
Environmental Clearance,
Preliminary & Final Design



January 2021

Contract Number:
17-1001636
Project Number:
648601



BASIS OF DESIGN REPORT (FINAL)

West Valley Connector Project

Omnitrans sbX BRT System

Rev. 2
January 2021

Prepared for:
**San Bernardino County
Transportation Authority (SBCTA)**

Prepared by:
Parsons

This is a controlled document; please do not duplicate. If additional copies are required, please request them from Document Control. This will ensure that all recipients of the document receive revisions and additions.

_____ Victor Lopez, Chief of Transit and Rail Programs, SBCTA	Date
_____ Carrie Schindler, Director of Transit and Rail Programs, SBCTA	Date
_____ Raymond Wolfe, Executive Director, SBCTA	Date

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

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1.0 Introduction

The San Bernardino County Transportation Authority (SBCTA), along with the public transit operator Omnitrans, is proposing to construct the West Valley Connector (WVC) Bus Rapid Transit project (The Project). The West Valley Connector corridor is a bus rapid transit line servicing the Cities of Rancho Cucamonga, Ontario, Montclair, and Pomona.

The Project is an implementable new system that will greatly improve transit service. This new high-tech, user-friendly system will offer more frequent service, fewer stops, and higher average speeds than traditional bus service. Investing in this new transportation system will greatly improve Omnitrans' ability to meet growing travel demands, encourage redevelopment, and maintain economic vitality in the Project Corridor.

2.0 Scope

This Basis of Design Report (BOD) establishes the general design objectives of the Project and shall be the basis for developing the civil, station, systems, structural, and other design components. This document will discuss BRT elements including Roadway Facilities, Geometrics, Design Speeds, Clearances, Drainage, Traffic Control, Utilities, Electrical Design, Mechanical Design, Communications, and Station elements.

3.0 West Valley Connector Transitway

The project is a 19-mile-long, BRT corridor project located primarily along Holt Avenue/Boulevard and Foothill Boulevard that would connect the Cities of Pomona, Montclair, Ontario and Rancho Cucamonga in Los Angeles and San Bernardino counties.

More specifically, the project alignment runs primarily along Holt Avenue/Boulevard, Archibald Avenue, Inland Empire Boulevard, Milliken Avenue, Foothill Boulevard, and Day Creek Boulevard. The project alignment consists of two phases. Phase I of the project would construct the "Milliken Alignment", from Pomona Transit Center to Victoria Gardens in Rancho Cucamonga. Phase I/Milliken Alignment would be constructed first and is proposed to have 10-minute peak and 15-minute off-peak headways.

Phase I/Milliken Alignment

Phase I of the project would construct the Milliken Alignment, from Pomona to Victoria Gardens in Rancho Cucamonga. In Pomona, the alignment starts from the Pomona Metrolink Transit Center station. It exits north along Main Street before turning east onto Monterey Avenue. It turns left onto Garey Avenue and continues north to Holt Avenue. The alignment turns right onto Holt Avenue and continues east into Montclair.

In Montclair, the alignment runs on Holt Boulevard between Mills Avenue and Benson Avenue and continues into Ontario.

In Ontario, the alignment continues on Holt Boulevard starting from Benson Avenue and then continues to Vineyard Avenue and into Ontario International Airport (loop through Terminal Way). From the airport, it heads north on Archibald Avenue to Inland Empire Boulevard and turns right to go east on Inland Empire Boulevard.

On Inland Empire Boulevard, the alignment continues east to go straight into Ontario Mills (loop through Mills Circle), and then heads north on Milliken Avenue into Rancho Cucamonga.

In Rancho Cucamonga, the alignment makes a loop into the Metrolink Station from Milliken Avenue and then continues up Milliken Avenue and turns east onto Foothill Boulevard. The alignment continues east on Foothill Boulevard, turns north onto Day Creek Boulevard, then terminates with a layover at Victoria Gardens at Main Street. From Victoria Gardens, the bus line begins a return route by continuing north on Day Creek Boulevard, turns west onto Church Street, turns south onto Rochester Avenue, then turns west back onto Foothill Boulevard.

The project includes 33 stations (5 center-running and 28 side-running stations) at 21 locations/major intersections and associated improvements, premium transit service, Transit Signal Priority, dedicated lanes, and integration with other bus routes.

Two build alternatives (Alternatives A and B) and a No Build Alternative were considered for the project and are described below (see attachment for build alternatives map).

- No Build Alternative – No improvements to the existing local bus services.
- Build Alternative A – Full BRT corridor with 38 side-running stations at 21 locations/major intersections. No dedicated bus-only lanes.
- Build Alternative B – Full BRT corridor with 33 stations consisting of 5 center-running and 28 side-running with dedicated bus-only lanes in Ontario. With exception of the 3.5-mile dedicated bus-only lanes in Ontario, the remainder of “Alternative B” is identical to “Alternative A”. Within the 3.5-mile dedicated bus-only segment proposed for “Alternative B”, “Alternative A” incorporates side running stations instead of center running stations.

Build Alternative B was selected during the Project Approval and Environmental Document phase, and is being incorporated into Final Design. A major feature of the future West Valley Connector transitway is the dedicated lanes within Ontario that allow for bus operations to be separated from vehicular traffic. These lanes would reside in the center of the roadway. Stations would be located between the two bus-only lanes within a median island. Segments where buses operate in regular traffic lanes are referred to as “mixed-flow lanes” and are not restricted for use by any particular type of vehicle.

Center-running station platforms will be raised approximately 13 inches above the transitway pavement surface to accommodate level patron access on the left side of the bus. Where the buses operate in regular mixed-flow lanes adjacent to the curb, the station would be located on the sidewalk at existing curb height.

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A project map is included as Figure 3-1.

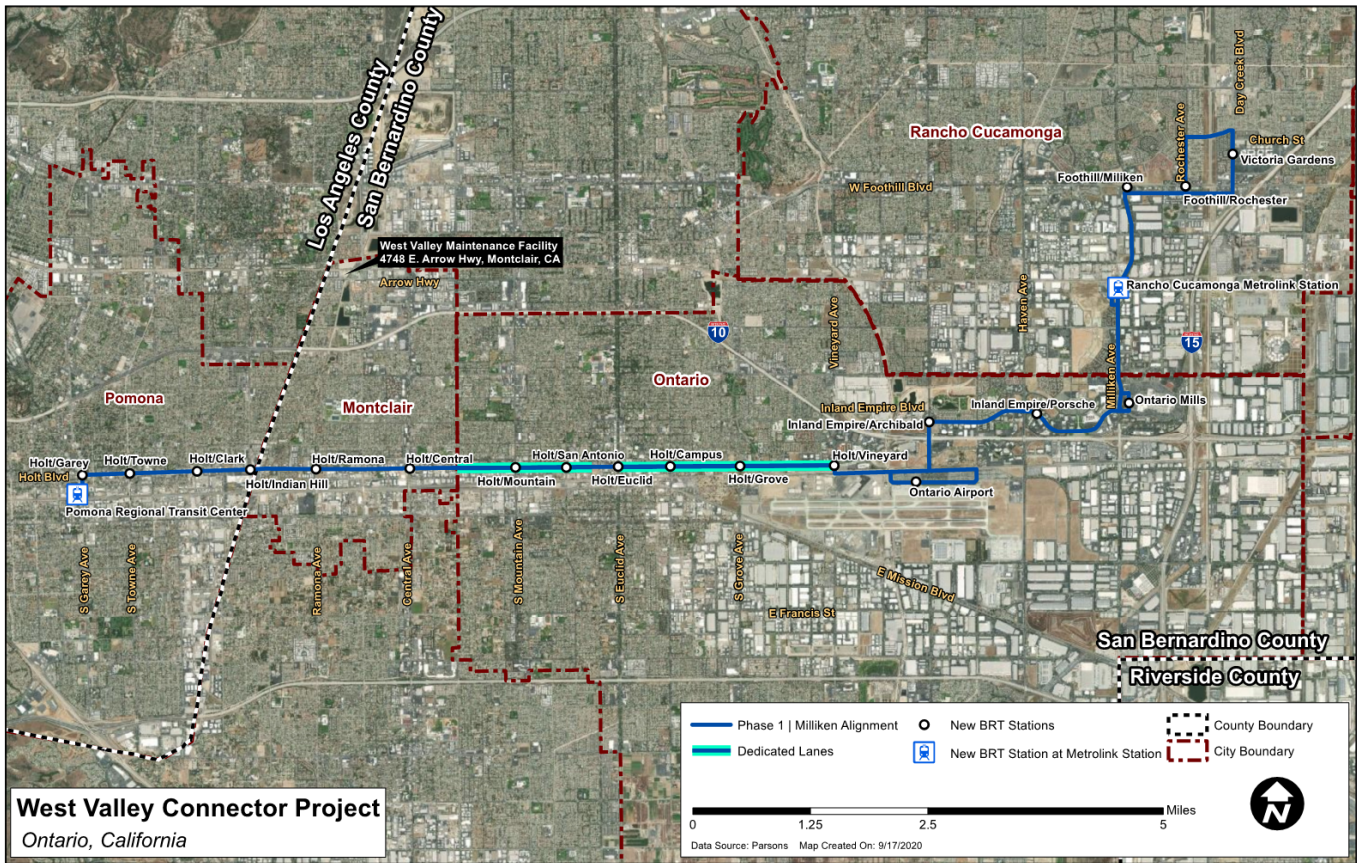


Figure 3-1: Project Map

4.0 Design Vehicle

4.1 Vehicle Dimension Characteristics

The West Valley Connector BRT Corridor Project is designed for both 40-foot battery-electric buses and 60-foot articulated buses. It is expected that the transitway will utilize 40-foot electric buses. However, should the need arise to deploy 60-foot articulated buses at a later date, the project will have the capacity to utilize the larger buses. Omnitrans has shown a typical turning template for an articulated 60-foot bus of this type in its Transit Design Guidelines (Omnitrans Transit Design Guidelines, March 2013, Figure 7-14) showing minimum and maximum turning radii. The turning template is used for design and is shown below in Figure 4-1.

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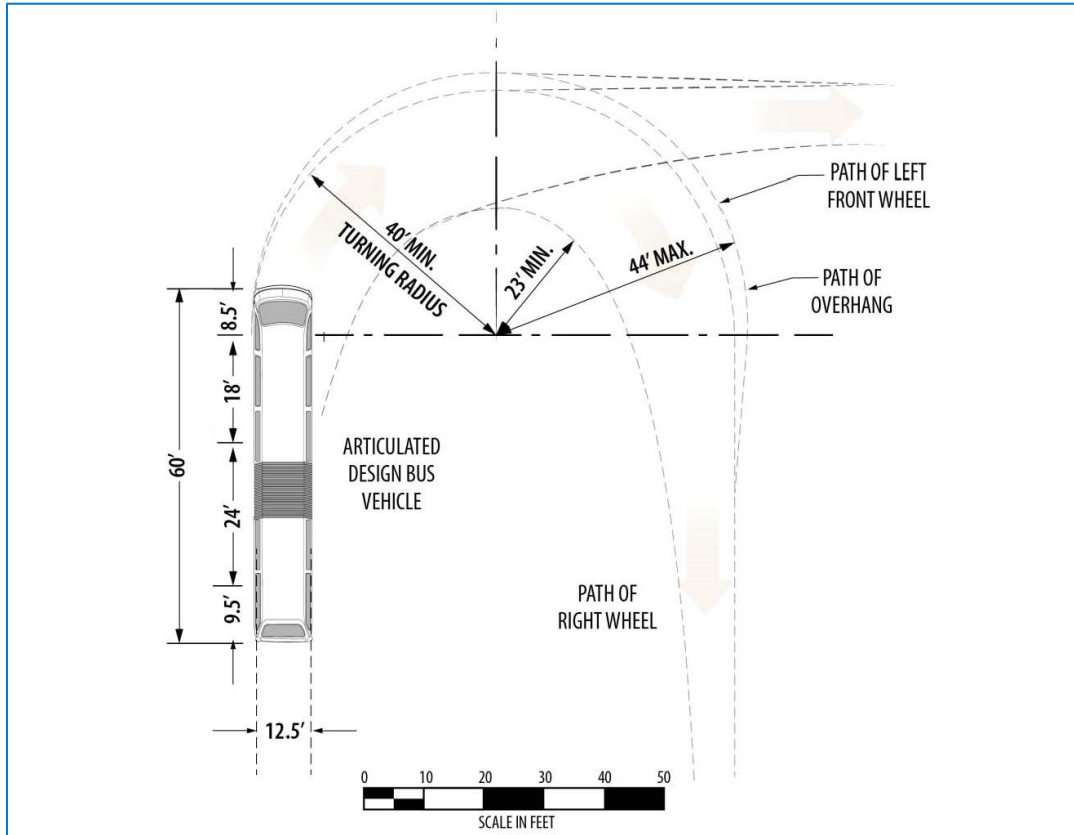


Figure 4-1: Design Turning Template for Articulated Bus

Listed below are the basic dimensions of a typical 40' bus to be used for the BRT Corridors:

- Length Overall (over body): 40 feet
- Width Overall (over body - not including mirrors or other extensions): 102 inches
- Height Overall (maximum): 130 inches
- Floor Height Above Ground: 14 inches
- Kneeler Option Height Above Ground: 10 inches
- Turning Radius (outside body including bumper): 42 feet

4.2 Vehicle Storage

Vehicles are designed for comfort and a smooth ride and hold approximately 81 passengers at maximum capacity with up to three bicycles attached to the bicycle racks at the front of the vehicle.

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5.0 Civil Design

5.1 Design Speeds

5.1.1 Maximum Operating Speed

Maximum operating speed in the BRT vehicles shall be 45 mph, but will not be more than 10 mph greater than the posted speed limit of parallel traffic. Design speed of parallel traffic and for BRT in mixed flow shall be the posted speed limit. Posted speed limits are shown in Table 5-1.

Table 5-1: Posted Speed Limits

City	Street	Segment	Posted Speed (mph)
Pomona	Main St	Commercial St to Monterey Ave	No Posted Speed Limit
Pomona	Monterey Ave	Main St to Garey Ave	35
Pomona	Garey Ave	Monterey Ave to Holt Ave	30
Pomona	Holt Ave	Garey Ave to Mills Ave	35
Montclair	Holt Blvd	Mills Ave to Benson Ave	45
Ontario	Holt Blvd	Benson Ave to San Antonio Ave	45*
Ontario	Holt Blvd	San Antonio Ave to Grove Ave	40*
Ontario	Holt Blvd	Grove Ave to Vineyard Ave	45*
Ontario	Vineyard Ave	Holt Blvd to Airport Dr	45
Ontario	Airport Dr	Vineyard Ave to Archibald Ave	50
Ontario	Archibald Ave	Airport Dr to Inland Empire Blvd	50
Ontario	Inland Empire Blvd	Archibald Ave to Milliken Ave	45
Ontario	Milliken Ave	Inland Empire Blvd to Forth St	50
Rancho Cucamonga	Milliken Ave	Fourth St to Foothill Blvd	50
Rancho Cucamonga	Foothill Blvd	Milliken Ave to Day Creek Blvd	50
Rancho Cucamonga	Day Creek Blvd	Foothill Blvd to Church St	45
Rancho Cucamonga	Church St	Day Creek Blvd to Rochester Ave	45
Rancho Cucamonga	Rochester Ave	Church St to Foothill Blvd	45

*Note: Alternative B proposes posted speed limits decreased to 35 mph within the proposed widening area

5.1.2 Average Operating Speed

Today the average local bus operating speeds are only 12 to 15 miles per hour and getting slower as Corridor congestion worsens. With the West Valley Connector Project, in-vehicle travel times will be competitive with autos in the Corridor during peak commute hours. In calculating run times it was assumed that the average dwell at stations would be 30 seconds and average overall speed would be 20 mph.

5.1.3 Headways

The West Valley Connector Project will require 18 vehicles (15 in service with 3 spares) to serve the 10-minute peak headway and have sufficient spare vehicles.

5.2 Guidelines For Following Design Standards

The civil design will generally be in accordance with local city standards where the civil design occurs. If the local jurisdiction does not have standards to cover a specific design, the Standard Plans for Public Works Construction (SPPWC) also known as the “Greenbook”, American Association of State Highway and Transportation Officials (AASHTO) or Caltrans standards will be followed.

5.3 Cross Section Elements

Accommodation of BRT lanes will require shared or exclusive use of some existing travel lanes, possible reduction in some existing lane widths, widening of roadways, and development of modified cross sections with space for BRT lanes, general travel lanes, parkway, sidewalks, and shoulders as appropriate, in order to meet pedestrian and vehicular space requirements. The geometry of the design of intersections shall be approved by Omnitrans, the City of Ontario, or other Cities where applicable.

In the segments of exclusive lanes on Holt Boulevard in the City of Ontario, a 103' right-of-way cross-section will be designed including a 10' median and a widening to 108' where 15' center -running BRT stations are located. In each direction a 12' BRT lane, 11' thru lane, 13' thru lane adjacent to the curb, a 5.5' parkway, and a 5' sidewalk will be provided. If the right-of-way width must be reduced to avoid impacts to adjacent structures, the parkway would be reduced or eliminated.

5.4 Curbs, Gutters and Medians

New curb and gutter will adhere to applicable city standards. Where the existing roadway is to be widened, curb and gutter shall be replaced according to city standards. Curb and gutter will be 6 or 8 inches high, with a 1.5 ft to 2.0 ft gutter width according to individual city standards.

A design exception for curb heights will be requested. At center-running station platforms, the curb height of approximately 13 inches for level boarding is proposed.

All existing curb ramps will be maintained or relocated to new curb return locations. All new curb ramps will adhere to city, AASHTO, or Caltrans standards where possible. At locations where a standard curb ramp would impact an existing facility, a specially designed modified curb ramp will be proposed. The modified curb ramp will be designed in accordance with current ADA requirements.

If the existing curb return at a proposed station location does not have a curb ramp, one will be provided.

5.5 Cross Slopes and Superelevation

Generally, existing cross slopes along the corridor will be maintained.

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When widening an existing street, the cross slope should match the existing cross slope as much as possible, but in no case shall the cross slope be less than 1.5% or more than 4.0%. A variable overlay of existing pavement will be required to flatten the cross slope when widening streets.

Design Elements	Criteria
Cross-slope of Sidewalk	2% maximum
Curb Height	6" or 8"
Bus Pad	matches cross slope of road
Cross-Slope of Traveled Way	1.5% to 4%

BRT pavement will not normally be superelevated. However, if guideway geometrics require superelevation, the Caltrans Highway Design Manual will be utilized during design.

5.6 Clearances

Minimum horizontal clearance from fixed objects on sidewalks that are to be reconstructed or located on BRT platforms shall be 2 ft measured from the edge of the traveled way or face of curb. At stations, the minimum clearance between overhead canopy and curb face will be 2 ft.

Existing minimum vertical clearances will not be reduced along the BRT transitway.

6.0 Horizontal and Vertical Geometry Design

The general geometric design principals contained in the AASHTO publication "A Policy on Geometric Design of Highway and Streets," and the standards for the Cities of Pomona, Montclair, Ontario, and Rancho Cucamonga will be followed.

6.1 Horizontal Alignment

The existing horizontal alignment will be developed from a survey of recovered existing street centerline monuments. This alignment will be used as the record centerline of improvement and the centerline of construction.

Minor shifts in the travel lanes will be designed as tapers if the deflection angle of the shift is consistent with (not greater than) that as calculated for the design speed. Otherwise, a horizontal curve must be introduced or the design speed reduced.

Turns at intersections will be designed on the basis of vehicle turn templates.

6.2 Vertical Alignment

The vertical alignment will be controlled by a grade line along both roadway curb lines utilizing elevations established by local benchmarks.

The BRT centerline profile will follow the existing pavement surface. However, minor changes in flow line elevations at the proposed curb and gutter will be necessary for the widening portions of the corridor. Existing vertical alignments along the remainder of the corridor will not be impacted.

6.3 Intersection Geometry

The geometry of the design of intersections shall be approved by the City of Ontario, or other Cities where applicable.

6.3.1 Minimum Curb Radii

The minimum curb radii at intersections where BRT buses makes a turn will be determined using the maximum of the turning templates from Omnitrans local and articulated BRT buses or city standards, whichever is greater.

Curb returns will be reconstructed only where impacted. Non standard curb radii will conform to standard unless, by doing so, would impact an existing building or structure.

6.4 Turn Lane Storage Length

Turn lane storage length is based on the existing storage length or standard traffic engineering assessment of acceptable levels of service.

6.5 Highways

The project alignment crosses over Interstate 10 along Archibald Ave, however no roadway improvements are proposed at this location.

There is one traffic signal along the BRT corridor whose jurisdiction is Caltrans. This signal is located at the intersection of Holt Boulevard and Euclid Avenue (State Route 83). An encroachment permit will need to be obtained from Caltrans District 8 to modify the signal at this intersection and to make any improvements within Caltrans right of way.

6.6 Railroads

The project alignment crosses under BNSF tracks at the following locations:

- Vineyard Ave between Holt Blvd and Airport Dr (City of Ontario)
- Archibald Ave between Guasti Rd and Airport Dr (City of Ontario)
- Milliken Ave south of Jersey Blvd (City of Rancho Cucamonga)

The roadway improvements will be made within the limits of the existing pavement. Coordination and approval from BNSF, CPUC, and SCRRA are required if any modifications to the roadway are proposed within railroad right of way.

6.7 Channels

The Project alignment has channel crossings occurring at the following locations:

- Holt Blvd, east of Grove Avenue (West Cucamonga Channel)
- Airport Dr, between Moore Way and Terminal Way
- Foothill Blvd, between Nursery Dr and Day Creek Blvd



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Buses will run in mixed flow lanes at all of these channel crossing locations, except for the Holt Blvd crossing. The section of the Project alignment where the channel crosses under Holt Blvd will require roadway widening to facilitate center-running dedicated bus lanes. Coordination is required with San Bernardino County Flood Control District (SBCFCD) and US Army Corps of Engineers for this channel.

7.0 Drainage Design

7.1 Existing Drainage

The existing storm drain facilities throughout the entire project limits can be categorized as a Municipal Separate Storm Sewer System (MS4). This is attributed to the project taking place in an urban developed setting and that all storm runoff is collected by some sort of engineered facility.

With the existing topography of the project being relatively flat, with a trending north to south slope, no major physical boundaries exist to segment the project limits for drainage. In turn, the entire existing drainage features and patterns can be described as a whole. Currently, all storm runoff from private parcel and public right-of-way is conveyed to the existing streets by a combination of sheet flow and shallow concentrated flows. Where at this point the existing streets utilize a curb and gutter to collect the runoff and convey it to a catch basin in either sag or on-grade condition. The existing catch basins vary in both type and dimensions. Some of the runoff collection systems utilized are: curb openings, grate inlet, and a combination grate and curb opening.

Once the runoff is intercepted by a catch basin, it is conveyed through a network of drainage pipes. The existing drainage pipes range in size from 18-inch to 96-inch; with the smaller as laterals and the larger as system trunk lines. Going back to the general topography of the project limits, these gravity type drainage systems follow the same constraints as the areas general topography. The typical layout of these is such that a separate collector system exists every few blocks or at main cross streets. At these cross streets, a trunk line exists flowing north to south. The catch basins located within the project footprint are then connected to these trunk lines with smaller lateral pipes in a trending east to west or west to east fashion. The common material for the existing pipes is reinforced concrete (RCP).

In addition, four concrete flood control channels that are under the jurisdiction of the San Bernardino County Flood Control District transverse the project alignment. All four of the concrete channels also flow north to south and convey flows from the base of the foothills to their outfalls into the Santa Ana River.

7.2 Hydrology and Hydraulics

The proposed hydrology and hydraulic studies shall be performed in accordance with the Cities of Rancho Cucamonga, Ontario, Montclair, and Pomona, San Bernardino Flood control Design Criteria, US Army Corps of Engineers, and FEMA.

7.2.1 Hydrology

According to the Hydrology Manual of San Bernardino County August, 1986, it is the goal of the Agency to provide 100-year return frequency flood protection for all habitable structures and other non-flood proof structures. Consequently, all drainage plans must demonstrate the 100-year flood protection

criteria. Flood protection levels for 25-year floods may be required for major street travel ways and catch basin sump design.

The San Bernardino County Hydrology Manual dated 1986 and the Master Plan of Drainage for each impacted city will be used to develop the hydrologic parameters for the 25-year and 100-year storm events. Rational method will be used to determine the peak flow rates. Computations will be performed using Bentley Flowmaster V8i.

The rainfall values and intensities for the study will be obtained from isohyetal maps contained in the SBCFCD hydrology manual. These rainfall values are 1.05 inch for the 10-year storm event, and 1.5 inches for the 100-year storm event. 25-year discharges will be determined by interpolating between 10-year and 100-year values with a slope of 0.60 in accordance with SBCFCD methods.

Hydrologic soil groups "A" & "B" will be used for the entire watershed. Antecedent Moisture Condition (AMC) II was used to determine the peak flow rates for 25 year storm events, and AMC III for 100 year storm events.

Criteria for the conceptual layout and design of drainage improvements will be adopted based on the current guidelines of the involved cities and San Bernardino County Flood Control District (SBCFCD). All underground storm drains proposed in the study will be intended to collect local urban runoff and offsite undeveloped flows. These drains will be located in existing and proposed West Valley Connector rights-of-way including proposed easements. For local and major streets located in the study area, runoff from the 25-year storm is allowed to flow in the street until it reaches the top of curb; however the 100-year storm flow, is allowed to flow within the street section until it reaches the right-of-way limit. If either of these two conditions is exceeded an underground storm drain system will be proposed. All conduits will be reinforced concrete pipes. The minimum pipe size will be 18" RCP, with a minimum cover of 2 feet or greater than existing where 2' cover does not allow for positive flow within the system.

Off-site runoff coefficients will be determined by soil type and impervious percentage in the San Bernardino Hydrology Manual Rational Method hydrologic model. The on-site runoff coefficient is 0.9 for AC or PCC surfaces (lanes/shoulders/Medians), 0.65 for graded median (existing natural) and landscaped / unimproved areas, and 0.5 for unpaved areas with slopes less than 10 percent.

The offsite design flows (10-year and 100-year) will be determined from the San Bernardino County Flood Control District Comprehensive Storm Drain Plan No. 7. The onsite design flows (10-year and 25-year) will be determined by using Rational Method to perform the hydrologic calculation of the project site.

7.2.2 Hydraulics

All hydraulic analyses will be performed in accordance with the San Bernardino County Flood Control District and the Cities' Design Criteria. The more conservative criteria will be used.

The basis of design is summarized as follows:

All existing pipe and other conveyance elements will be investigated in accordance with acceptable hydraulic performance criteria including but not limited to Manning's equation for open channel and full flows. The Water Surface Pressure Gradient (WSPG) program will be utilized for hydraulics of the pipes and channels.



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Investigations of off-site channels will be performed for determining hydraulic capacity of the connecting on-site drainage systems by utilizing FHWA culvert charts.

Manning's equation for shallow, triangular and rectangular channels will be used to calculate the depth of flow and the design spread (T) of gutter flows where applicable.

Design storm drain conveyance for the subject study area will be in accordance with the following design criteria:

- Street and Gutter – 25-year flood event
- Storm Drain System – 100-year flood event
- Flood Control Channel – 100-year flood event
- For on-grade conditions, 25-year flood events will be utilized for inlet interception and outlet pipe design.
- For sump conditions, 100-year flood events will be utilized for inlet interception and outlet pipe design.

Where the above design criteria cannot be met, the proposed system will meet or exceed the existing flow condition. The 25-year and 100-year balance of storm runoff will be carried in West Valley Connector curbed portion of roadway and right-of-way, respectively.

7.3 Proposed Drainage

Proposed drainage systems shall be designed in accordance with the criteria set forth by the San Bernardino County Flood Control District, U.S. Army Corp of Engineers, Federal Emergency Management Agency, and the Cities.

To the fullest extent, the grassed swales will be utilized to convey both storm water quality flows and peak flows. To the maximum extent possible, the existing flow pattern will not be altered. There are locations where additional storm water conveyance systems will be needed and preliminarily identified in drainage system drawings.

The project will not alter and/or modify the following drainage systems and receiving waters located within the study area:

- San Antonio Channel (within City of Montclair)
- West Cucamonga Channel (within City of Ontario)
- Cucamonga Channel (within City of Ontario)
- Day Creek Channel (within City of Rancho Cucamonga)

As noted above, the proposed project would entail minor grading activities that would impact the onsite drainage pattern of some roadways, and station locations, but the impact would be mitigated by treatment BMPs. The proposed project would only cause very minor modifications to the existing storm drain systems to ensure that drainage of new stations facilities are connected to existing storm drain systems and that all street drainage from the proposed condition will be operating adequately.

The selection of proposed drainage structures will be based on providing the maximum drainage efficiency for the roadway characteristics.

7.4 Water Quality

7.4.1 Water Quality Management Plan (WQMP)

The Federal Clean Water Act (CWA) requires that discharge of pollutants into “Waters of the United States” from any point source is effectively prohibited, unless the discharge is in compliance with a National Pollutants Discharge Elimination System (NPDES) Permit.

The WQMP template and procedure guidelines are located at:

http://www.swrcb.ca.gov/santaana/water_issues/programs/stormwater/sb_wqmp.shtml

The project corridor is located within both the Santa Ana and Los Angeles Regional Water Quality Control Board jurisdictions. However, since the proposed improvements within the Los Angeles boundary will be minimum to none and the portion within the Los Angeles boundary flows back into the Santa Ana limits, this project will adhere to the Santa Ana Regional Water Quality Control Board. This board stipulates that the Cities in their jurisdiction implement and monitor all water quality permit requirements. Water Quality Managements Plans per San Bernardino County Stormwater Model Program is required and shall be reviewed and approved by the involved cities prior to any permit issuance.

Runoff is ultimately conveyed to the Santa Ana River, which is listed on Section 303 (d) for California, (reach 4) for pathogens. Under section 303 (d) of the CWA, states are required to identify waters that do not meet current water quality standards and must develop an action plan to improve water quality. The BMPs that will be proposed throughout the corridor consist of drywell infiltration basins that will collect runoff from adjacent catch basins and inlet filters affixed to the adjacent catch basins. The system will discharge into the ground or into storm drain trunk lines. This BMP treatment train will treat the pathogens listed under Section 303 (d) for the Santa Ana River Watershed.

Surface water quality in the Santa Ana River and some tributary drainages exhibit degraded water quality due to uncontrolled pollutant discharge from non-point sources (NPS) pollution.

NPS pollution is caused by storm water runoff that collects and carries away natural and human made pollutants, finally depositing them into inland surface waters, coastal waters and groundwater resources.

7.4.2 Stormwater Pollution Prevention Plan (SWPPP)

The Regional Water Quality Control Board requires all construction projects over one acre to obtain coverage under the state wide general construction permit. The production of a SWPPP is requirements of the general construction permit. The Cities will review the SWPPP before any permits are issued. The SWPPP will address erosion and other pollutants typically generated by a construction project.

The SWPPP template and procedure guidelines are located at:

www.cabmphandbooks.com/construction.asp

7.4.3 Best Management Practices (BMP)

The project site is located within the Santa Ana River Watershed. Runoff is ultimately conveyed to the Santa Ana River, which is on the 2006 303(d) list (Reach 4) for surface water quality in the Santa Ana



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River. Some tributary drainage exhibits degraded water quality due to uncontrolled pollutant discharge from non-point sources (NPS) pollution.

NPS pollution is caused by storm water runoff that collects and carries away natural and human made pollutants, finally depositing them into inland surface waters, coastal waters and groundwater resources.

Atmospheric deposition and hydro-modification are also sources of non-point source pollution. Surface water courses crossing the project site experience NPS effects from urbanized and agricultural land uses located both within and upstream of the study area. Along the project alignment and within areas proposed for station facilities, pesticides used for landscape care and oil and grease from automobiles, etc. can contribute to water quality degradation within Santa Ana River and associated tributaries.

8.0 Systems Design

A variety of advanced traffic and transit management systems will be designed to improve transit service for the West Valley Connector service area operated by Omnitrans. This new high-tech, user-friendly system will offer more efficient and cost-effective bus service. The communications and security elements will be a primary consideration in developing the system infrastructure design. Applicable national codes and regulations, use of secure technology in communication systems, performance-based design, and industry standards will be utilized to optimize the system design.

8.1 Bus Technology Systems

Buses will be equipped with global positioning system (GPS) based Automatic Vehicle Location (AVL) equipment to manage transit route operations in real-time. This will function with a dynamic message sign (DMS) displaying live bus arrival times at the stations to advise passengers of expected waiting times for coming buses.

Bus communication equipment will be comprised of on-board radios, public address (PA) and passenger information system that include interior LED displays, exterior destination signs and an automatic announcement system (AAS). Closed circuit television (CCTV) cameras will be provided for bus vehicle interior surveillance that will be recorded via an on-board digital video recorder (DVR).

Radios will be commercial units functionally compatible with the existing Omnitrans radio system and integrated into the bus vehicle.

Buses will be equipped with transit signal priority emitters which allow buses to communicate with traffic signal controllers via the transmission of visible light, infrared signals, or Digital Short-Range Communications (DSRC) transceivers. This will activate the local traffic signal to adjust timings to enable buses to stay on schedule and/or have priority phases to allow optimal BRT performance. The PA system will allow one-way communication between the operator and passengers via the interior and/or exterior speakers.

The AAS system will control all pre-recorded audible announcements. The audio messages will be stored in digital form and played over the PA system.

Other in-bus technologies include in-vehicle CCTV surveillance technology (to record in vehicle video images for passenger security) and vehicle passenger counters.

8.2 Station Related Subsystems

Design standards and specifications for each station related subsystem will be developed as the design progresses. As with all phases of the design process, these standards and specifications will be reviewed with affected agencies and utilities as applicable for conformance with existing national and local standards and codes, or the need for approval of variances. Station related subsystems include, but are not limited to the following:

- Communication System
- Dynamic Message Display (DMS) with Live Bus Arrival System
- Public Address (PA) System
- Emergency Telephone System
- Closed-Circuit Television (CCTV) Surveillance System
- Video Management System (VMS)

The station subsystems shall follow Omnitrans common operational standards for remote control, management, and operations. The remote CCTV cameras shall integrate with head-end VMS for video storage, live viewing and video sharing for event monitoring and incident investigations. The dynamic digital displays shall interface into the head-end DMS server to disseminate actual bus arrivals along the WVC route to bus riders. The SIP speakers and horns shall integrate with the head-end PA for public addressing which shall interface into the existing AAS for mass notifications and emergency announcements via Omnitrans leader group or emergency call stations.

Additionally, each bus station communications box shall host SNMP based devices including a watch dongle and a UPS Net-Agent to transport self-diagnostics, self-test, notification and alarm data to Omnitrans CCF for agency wide network management and centralized power control. The station related SNMP data shall be configured to route to designated CCF platforms including RMON servers (for intelligent network monitoring) and power management servers (for UPS battery monitoring) and will be managed by Omnitrans under common operational standards.

8.2.1 Communications System

The communications system serves as the infrastructure for high speed data transmission between each bus station and the Omnitrans Central Control Facility (CCF). It supports broadband data, video, and voice communications at the head-end platform at the CCF to manage, monitor, and control various bus station components. The options for communications technology and/media include:

- Wireless broadband transmissions of high-speed 4G/LTE (5G capable) cellular data services to each bus station.
- The dynamic message displays at every station will utilize double sided LED screens to provide live bus arrival information as well as provide Omnitrans the opportunity to send repeating and scrolling advertisements from the CCF to all stations.
- Every station will also include two double sided E-paper screens which will display static bus schedule and bus route information just below the LED screens. The E-paper content can be easily updated with new information by Omnitrans but is not anticipated to be frequently changed.



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- Dedicated Emergency Telephones are provided at each bus station and will be routed to a designated 911 call center via Omnitrans CCF cloud service. The emergency telephone network will automatically be assigned with a 911 call party in order to route to one of the four jurisdictional city police 911 call centers depending on the location of each bus station.
- UPS battery power at each station will provide critical communications continuity for emergency telephone and key CCTV coverage during utility service disruptions.

8.2.2 Dynamic Message Display with Real-Time Bus Arrival System

The AVL equipment on buses will interface with the existing DMS server to feed in real-time bus locations. The Contractor shall coordinate with Omnitrans to transmit and post live bus arrival times to the new WVC station displays by using existing interfaces provided by the DMS server. The server has a live prediction algorithm operated by the Omnitrans CCF to estimate when the next bus will arrive at each station. This prediction will be posted on Dynamic Message Displays located at each station, on traveler information websites (which can be accessed via cell phones) or it can also be made available to riders as text messages (i.e. a rider simply sends a text message corresponding to the bus stop, then the time for when the next bus will arrive is sent back to the user via a text message). Multiple buses using the station will be identified and clearly listed on the dynamic LED displays at every station.

8.2.3 Closed-Circuit Television System

An Internet Protocol (IP) based video surveillance system will be provided at all West Valley stations. The system will consist of color PTZ (pan, tilt, zoom) and fixed cameras to monitor activities at these locations. CCTV coverage of the stations will be primarily confined to station platform areas, with special attention being paid to the passenger boarding areas. The cameras will typically be dome mounted and housed in suitable durable enclosures to help protect them from vandalism and the environment. Cameras can be positioned on shelter structural arms holding the canopy, integrated within pylons or kiosks, or mounted on light poles, depending on the coverage needed by these cameras. All cameras will be controlled from the CCF using the CCTV control system.

CCTV surveillance with pan-tilt zoom (PTZ) and fixed cameras video streams shall be transmitted to the CCF central control platform for video capturing, live viewing, archiving, control, distribution, and management and recording by network video recorders. The Operators and Supervisors at the CCF shall be able to call up live videos and pre-recorded video streams from any station for regular video tour display and event/incident investigation (motion detection, fence guard, and loitering detection) using the video management software (VMS) workstations.

Video will be retained at the CCF for typically 60 days of duration. In addition, the VMS will be able to obtain live video streams of higher resolution from the same cameras for police forensics investigation if an incident occurs that warrants closer examination. Higher resolution video typically can only be retrieved from a single camera per bus station depending upon the station bandwidth and capabilities of the VMS system.

8.2.4 Public Address System

A public address system will be installed at each of the stations so announcements can be made to riders, e.g. announcement on bus incidents, bus delays or public service announcements. This will

consist of SIP-based hardened speakers, mounted on the station shelters in most locations. The Omnitrans CCF will be equipped with a VOIP PA server and microphone call stations to control, manage and operate the station speakers. The PA server shall also have a SIP interface to tie into the existing head-end Cisco CUCM platform currently in operation for mass notification and emergency announcements.

The emergency telephones located at each station will have built-in speakers and a small camera, both of which activate only when the emergency call button is pressed.

8.2.5 Traffic Signal Control Systems

An important aspect of the BRT system are the various traffic signal control systems used to coordinate the traffic signals along the BRT corridor. Since four cities plus Caltrans have jurisdiction of the multiple traffic signals, the Transit Signal Priority (TSP) capabilities are dependent on each city's traffic signal controller interfaces with the chosen TSP technology. Depending on the nature, types and age of the local signal controllers, equipment upgrades or replacements may be required. Within the City of Ontario dedicated center running bus portion, all traffic signal equipment shall be replaced with new poles, arms, signal heads and controllers.

8.2.6 Transit Signal Priority (TSP) System

This is a key part of the station related technology systems. See Section 9 of this report for a detailed discussion of this system.

8.3 Central Control Facility (CCF) Related Systems

The CCF is physically located at Omnitrans' East Valley Facility located at 1700 West Fifth Street in San Bernardino. Communication end-devices for each bus station shall be IP-based/VOIP-based, directly routed to the CCF head-end rack cabinets over secured wireless WAN and require no protocol conversion.

CCF will make available a Demarcation Equipment Cabinet by a third-party service provider with wireless WAN rack equipment and service router to connect to the new West Valley Connector (WVC) head-end communications rack cabinets. The WVC head-end rack cabinets shall be located in the CCF Data Center Room and shall hold WVC servers and video storage recorders with full remote monitoring and configuration capabilities for remote communication devices at each WVC bus station.

A new CCTV workstation will be installed with VMS client software to manage all WVC station cameras. A new DMS workstation with DMS client software will manage all WVC station kiosk displays. A third new PA workstation with PA client software will manage all WVC station speakers. A CCF operator shall use these workstations to display, monitor, control, and configure associated remote devices. Each WVC workstation shall be a Dell Desktop Computer or approved as equal with minimum two (2) 17" LCD monitors to facilitate head-end operations, displaying and live viewing of field devices.

9.0 Traffic Control, Signals and Signage Design

9.1 Transit Signal Priority (TSP)

Transit Signal Priority is employed at signalized intersections to provide priority to transit vehicles (buses) thereby reducing the total travel time. TSP technology can be provided at intersection in two levels: Always-on or Conditional priority. Always-on Priority requests priority to all transit vehicles. Conditional Priority requests priority based on various factors such as schedule variance, scheduled headway variance, passenger load, time of day, direction of route, etc. In order to minimize traffic impacts and maximize the benefits due to TSP, local jurisdictions and transit operators prefer to have the option of seeking / requesting TSP only when certain conditions are met. For example, TSP would only be requested if the BRT vehicle is behind schedule.

Given the objective of implementing conditional TSP, the selected technology should be able to communicate or interface with the transit operations management system. The selected TSP technology is intended to be expanded beyond the West Valley Connector BRT Corridor to other routes

illustrates the four functions in the Transit signal priority process. illustrates the technical approach recommended for TSP deployment for the West Valley Connector corridor. Under the proposed approach, TSP functions could be executed by on-bus systems, bus-to-intersection communications, and traffic controller equipment.



Figure 9-1: TSP Functions

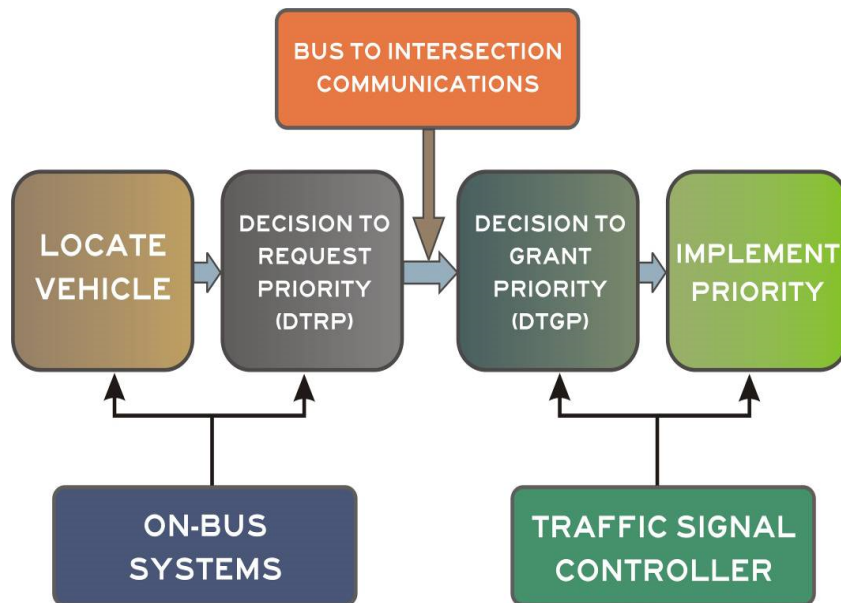


Figure 9-2: TSP Decision Process

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

9.1.1 Transit Signal Priority Architecture

Under the proposed TSP system architecture, buses are equipped with both GPS & RF based on-bus systems that communicate with the intersection controllers. Once in the corridor, TSP-equipped buses request priority by sending specific check-in, position update, and checkout messages to the intersections. The traffic controllers then process the messages and implement priority for the buses according to criteria set for granting such priority. The TSP Parameters would be jointly determined by Omnitrans and each City along the corridor prior to deploying the system.

Priority may be requested at signalized intersections equipped with the TSP Components and granted based on parameters determined by Omnitrans and the City. When the decision to request priority has been made by the on-bus system, communications are initiated with the intersection where priority is requested. The system architecture provides for health and performance monitoring of the TSP systems by the Omnitrans and each City where the system is located. Data is extracted from the signal priority data network and sent to the TSP Network Monitor data server. The TSP Network Monitor provides for network monitoring, maintenance planning, and historical data reporting. For health monitoring purposes, network devices can be accessed once they are on the network by sending requests to the signal priority data network.

The proposed system architecture would employ a communications between mobile network clients that is, TSP-equipped BRT vehicle, and intersection traffic signal controllers. The WLAN consists of a network of devices known as access points (AP) that are connected together using both wired, where available, and wireless communications. Each AP manages a number of wireless mobile and intersection clients associated to it by authenticating a client's right to be utilizing the network and to broker network communications between the client and other network devices.

9.1.2 TSP System Design

The implementation of bus signal priority systems along the West Valley Connector corridor would require the installation of communications equipment and traffic signal control equipment upgrades at intersections along the corridor as well as software on-bus and fixed end systems for TSP functions.

Intersection Traffic Signal Hardware

Intersection signal controller hardware and software modifications could be necessary for the intersections along the West Valley Connector corridor. The modifications could include upgrading the signal controller equipment to Type 170E controllers at intersections not already equipped with Type 170E controllers, upgrading signal controller firmware to a version of BI Tran 233 already modified to accommodate wireless bus-to-intersection communications, and modifying signal timing with TSP parameters. Each of the modifications could be necessary to provide full system implementation at each intersection.

Signal timing for bus signal priority for the intersections would be performed by each of the Cities. Timing would be based on rules set by the City and typically provide for green extension, early green return, and limitations on granting priority for consecutive cycles in order to maintain progression.

Intersection TSP Hardware



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Each traffic signal is locally and independently managed and operated by a traffic controller located in a nearby traffic signal cabinet. TSP parameters and configurations are always stored and operate locally, so even if communications to other systems are lost, TSP operations can continue without interruption. The TSP equipment shall be able to retain TSP configuration data, logs, and processes all signals received from the on board equipment.

The traffic controller firmware/software residing in the traffic controller makes the ultimate determination of what action to take in terms of potentially granting a TSP request.

On-Board TSP Hardware

Similar to how each intersection can operate independently once the TSP parameters are in place, transit vehicles process their location, schedule status, direction, proximity to TSP intersections, etc. on a near-second by second basis. Transit vehicles independently determine whether or not they meet the TSP criteria configured for the route they are currently operating. When criteria are met and the transit vehicle reaches a location defined by a check-in box (a latitude/longitude based polygon along an intersection approach), the bus will trigger the TSP request. The vehicle logs the details of the criteria and the request which is later downloaded to OmniTrans Central system. Buses determine schedule adherence based on comparisons of real-time and scheduled time arrivals at timing points, with interpolation judging schedule adherence between timing points. Timing points may or may not be part of the published schedule and have no effect on the TSP operations. Schedule adherence can be set anywhere from +120 minutes to -120 minutes.

9.2 Traffic Signal Modification Upgrades

There are 108 signalized intersections along the corridor and 78 unsignalized intersections. Traffic signals in the corridor would need to be modified primarily to reflect changes in roadway and lane configurations. TSP Elements could also be modified at these intersections. For example, signal pole relocation and mast-arm modifications will be required due to the proposed implementation of the center “Bus Only” lanes on Holt Blvd in the City of Ontario.

9.3 Signing and Pavement Markings

Signing and pavement markings should be designed as per applicable California MUTCD and municipal standards, with variances requested, if necessary for any BRT distinguishing signing or markings. Treatments or markings to differentiate the transitway can effectively convey where a BRT service operates. Differentiation in the appearance of the transitway can be accommodated through a number of techniques including pavement markings, lane delineators, and alternate pavement color.

Signage and Striping

Signage is the most basic form of marking a lane as reserved for BRT service. The use of “BUS ONLY” pavement legends has been chosen to indicate the exclusive use of the lanes by buses. In addition, the logo “sbX” will be installed on each block in the center of the sbX lanes in each direction to indicate that the lanes are for the exclusive use of sbX and to prevent any other vehicles, including non-sbX buses, to enter the exclusive lanes. Where transitways and/or bus lanes are built on arterials, signs are provided in each direction at each intersection.



10.0 Utility Design

The utility design will be coordinated with utility owners to identify all the locations where the proposed Project features are in conflict with the existing underground or above ground utilities. Utilities will include, but not be limited to, gas, electric, telephone, water, sewer and fiber optics. A list of the utilities in the area of the Project is shown in Table 10-1.

Table 10-1: Initial Utility List

Utilities in Project Area	
AT&T	Marygold Mutual Water Company
AT&T Transmission	Metropolitan Water District
City of Montclair	Monte Vista Water District
City of Ontario	Plains All American Pipeline
City of Pomona	Southern California Edison
City of Rancho Cucamonga	Southern California Gas
Crown Castle	Sunesys, LLC
Cucamonga Valley Water District	Time Warner Cable / Spectrum Charter
Chino Basin Municipal Water District	Verizon Business (formerly MCI)
Frontier	Verizon Wireless (formerly Airtouch)
Kinder Morgan	Water Facilities Authority
Level 3 Communications	Wilshire Connections

Coordination with the utility companies will be ongoing throughout the design process. Plans will be provided to utility companies at various milestones for their review and comments. Meetings with utility companies will be held to review conflicts and dispositions.

The procedure to identify underground utilities and dispositions consists of the following:

- Review existing plans provided by the utility companies
- Prepare existing utility mapping
- Field verify utility mapping
- Identify utility conflicts and dispositions

An initial list of utility impacts and dispositions will be developed during the early stage of the preliminary design effort. This list will be updated as the project progresses.

10.1 Field Work/Verification

Topographic surveying techniques will be used to preliminarily identify the location of existing utility lines and structures such as manholes, meters, valve boxes, and poles. Standard field survey methods will be used to identify the location of existing utility surface features and structures. Finally, a combination of subsurface utility scanning and potholing will be used to positively identify any utilities identified as a conflict.

Attachment: 21-1002564 Attachment B (7534 : Baseline Agreement for West Valley Connector)

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10.2 Identification of Utility Conflicts and Disposition

The existing utility mapping will be revised as necessary based on the results of the field verification. Potential utility conflicts will be identified and compiled in the Utility Conflict Matrix.

Once it has been determined that there is a conflict with the proposed design, a field visit will be scheduled with each affected utility company to review all conflicts and discuss resolution of the conflicts. Possible dispositions for the utility conflicts will be:

- Modify corridor or station design to avoid utility conflict.
- Relocation or modification of the utility in conflict.

11.0 Lighting and Electrical Design

Electrical work on the sbX BRT system may include street and pedestrian lighting, traffic signal power and controls, station power and lighting, and existing information kiosks. All electrical work beyond the electrical meter will be in accordance with the following:

- NFPA 70
- IES (Illuminating Engineering Society)
- IEEE (Institute of Electrical and Electronics Engineers)
- ANSI (American National Standards Institute)
- California MUTCD
- California Building Code
- Building Code for the City of Pomona
- Building Code for the City of Montclair
- Building Code for the City of Ontario
- Building Code for the City of Rancho Cucamonga

All electrical work for street lighting as well as for traffic signals will follow standard practices, local electrical utility and local municipalities' traffic engineering requirements.

11.1 Power Source

Power shall be supplied through local grid by local electrical utility as required. During the design stage, the local electrical utility should be contacted to determine the location and type of service available. Separate metering will be needed for various usages (shelters, informational kiosks, signals, lighting, etc.) due to rate differentials. Low voltage requirements will be added on an as-need basis for Systems related items including but not limited to CCTV, TVM/SAV, network equipment, etc.

11.2 Street and Pedestrian Lighting

Affected street lights will be replaced in kind along the corridor. Upgrades to the affected street light system; type of luminary pole or light intensity, will be treated as needed on a case by case basis. In the majority of cases, the affected street lights will be either relocated, if in good condition, or replaced by new ones to an adjacent location within the new sidewalk area. The relocation of street lights will be coordinated with all the other proposed street elements such as landscaping, fire hydrants, traffic signs, traffic signals, and other street furniture.

It is anticipated that no additional power sources will be needed to energize the relocated or replaced street lights.

12.0 Station Design

12.1 Design Objectives for Stations

As per the requirements of the sbX Design Criteria, stations along the West Valley Connector corridor will have a common design aesthetic that brands the sbX line and yet is adapted to the individual platform locations. Elements from the “kit-of-parts” are assembled to suit the functionality of the station platform to maintain the desired cohesiveness of the stations and to economize on ease of maintenance, parts replacement, and costs. The following report provides an overview of the station design as incorporated into the Engineering Drawings and Specifications. All elements meet the standards set forth in the sbX Design Criteria, unless specifically noted herein.

12.2 Codes and Standards

The following codes and standards apply to all stations.

- U.S. Department of Transportation guidelines for major capital investments
- U.S. Department of Transportation, Transportation for Individuals with Disabilities: 49 CFR Parts 27, and 37
- Architectural and Transportation Barriers Compliance Board, Americans with Disabilities Act (ADA) Accessibility Guidelines For Buildings And Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines, 36 CFR Part 1191 (September 2013)
- Americans with Disabilities Act (ADA) Standards for Accessible Design, 28 CFR, Part 36
- Department of Justice, 2010 ADA Standards for Accessible Design (September 15, 2010)
- Omnitrans, Transit Design Guidelines (March 15, 2013)

Stations along the line occur in a variety of locations and are required to also comply with the requirements of the various jurisdictions. Confirmation of the Plan Check process for all stations is to be determined. These are detailed below.

12.2.1 City of Pomona

Stations in the City of Pomona include: Pomona Metrolink Station, Holt Ave at Garey Ave, Holt Ave at Towne Ave, Holt Ave at Clark Ave, and Holt Ave at Indian Hill Blvd. Stations are located primarily within the public right-of-way. The following additional codes apply to the stations in the City of Pomona:

- City of Pomona Municipal Code
- California Building Standards Code (2016 CCR Title 24) as adopted by the City of Pomona



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12.2.2 City of Montclair

Stations in the City of Montclair include: Holt Blvd at Ramona Ave, and Holt Blvd at Central Ave. Stations are located primarily within the public right-of-way. The following additional codes apply to the stations in the City of Montclair:

- City of Montclair General Plan
- California Building Standards Code (2016 CCR Title 24) with City of Montclair amendments

12.2.3 City of Ontario

Stations in the City of Ontario include: Holt Blvd at Mountain Ave, Holt Blvd at San Antonio Ave, Holt Blvd at Lemon Ave, Holt Blvd at Campus Ave, Holt Blvd at Grove Ave, Holt Blvd at Vineyard Ave, Ontario International Airport, Inland Empire Blvd at Archibald Ave, Inland Empire Blvd at Porsche Way, Inland Empire Blvd at Haven Ave, and Ontario Mills. The following additional codes apply to the stations in the City of Ontario:

- City of Ontario General Plan (September 2010)
- Downtown Ontario Design Guidelines (August 18, 1998)
- California Building Standards Code (2016 CCR Title 24) as adopted by the City of Ontario
- Los Angeles World Airports Design & Construction Handbook (June 2015) [Ontario Airport Station Only]

12.2.4 City of Rancho Cucamonga

Stations in the City of Rancho Cucamonga include: Rancho Cucamonga Metrolink Station, Foothill Blvd at Milliken Ave, Foothill Blvd at Rochester Ave, and Day Creek Blvd at Main St. The following additional codes apply to the stations in the City of Rancho Cucamonga:

- City of Rancho Cucamonga Zoning Code
- California Building Standards Code (2016 CCR Title 24) as adopted by the City of Rancho Cucamonga

12.3 Station Design and Material Selection

Functionality and compliance with the sbX Design Criteria primarily guides the design for the stations. Some of the major considerations were protection from elements, security, ease of access, level boarding at BRT stations and alighting to buses, station image, sense of place, and protection from vandalism. See the sbX Design Criteria for a complete list of considerations.

There are three types of stations for the West Valley Connector Project: Side-Running Rapid Bus, Center-Running BRT, and Metrolink Stations. The platform designs for these types of stations are within the same family, but not all identical.

12.3.1 Side-Running Stations

As per the Design Criteria, Side Running Station platforms occur curbside on sidewalks at all stations along the Project where buses run in mixed flow lanes. These stations are as follows:

- Holt Ave at Garey Ave, Towne Ave, Clark Ave, and Indian Hill Blvd

- Holt Blvd at Ramona Ave, Central Ave, and Vineyard Ave
- LA/Ontario International Airport
- Inland Empire Blvd at Archibald Ave and Porsche Ave
- Ontario Mills
- Rancho Cucamonga Metrolink
- Foothill Blvd at Milliken Ave and Rochester Ave
- Day Creek Blvd at Main St (Victoria Gardens)

The majority of side stations are configured into a typical layout and will use the kit-of-parts listed in the Omnitrans Transit Design Guidelines with some modifications to the minimum side running configuration. At all side running stations (in each direction), there will be an integrated smart kiosk/pylon with a branded logo with large screen showing bus arrival information and maps, as well as an emergency telephone. The double-sided screen may also show advertisements on one side. Side running stations with full station amenities will also have a shelter, bike rack, a bench, a trash receptacle compatible with those used for sbX, security cameras, and lighting integrated within the shelter. Shelters will be approximately 18' in length and a width to fit on a 10' minimum sidewalk. There will be no fare collection equipment. Pedestrian wayfinding signage, solar power, and public art are being explored in final design. The side-station platforms will be equal in height to the existing curb heights. Stations in Rancho Cucamonga which already have shelters will not have proposed shelters with the project.

12.3.2 Center-Running Stations

Center Running BRT Station platforms are identified as Phase 1 work and occur in the center median along the Project where buses run in exclusive center lanes. These stations are as follows:

- Holt Blvd at Mountain Ave, San Antonio Ave, Lemon Ave, Campus Ave, and Grove Ave

Center-running stations are utilized on the West Valley Connector corridor within the city of Ontario. From the center of the crosswalk, sloped walks are used to gain access to the 13-inch platform curb height, which provide level boarding. Platforms are placed as close to the intersection as possible while still maintaining left turn pockets. Some refinements to the design of the kit-of-parts have been made based on lessons learned from E Street sbX. A bike ramp on each side of the station will also be provided to allow bicyclists to load their bikes on the front of the 40-foot buses. Each center-running station will also have a maintenance vehicle pull-in and equipment pad area, separated by a gate from the boarding area.

12.3.3 Metrolink Stations

There are two stations along the West Valley Connector Project that provide a direct connection to Metrolink Stations. These stations are:

- Pomona Metrolink Station
- Rancho Cucamonga Metrolink Station

In order to keep a cohesive aesthetic along the Project, the design of these stations is approached from the kit of parts perspective.



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The Metrolink BRT station will include standard Omnitrans signage and a branding pylon with the aforementioned amenities. In addition, the Rancho Cucamonga and Fontana Metrolink BRT stations will include security cameras. These station platforms will not be elevated.

12.3.4 Design and Material Selections

Regardless of where a station is located, the unifying elements of the station design remain consistent. Materials were chosen for their durability. Dimensional standards from the sbX Design Criteria are indicated on the drawings and are not repeated within this report. The side running station layout dimensions will differ from the Omnitrans Design Guidelines and will be refined during final design.

12.3.5 Station Structural Design

The major structural components include structural steel canopy, canopy spread footing, platform structural slab, and pylon cast-in-drilled-hole pile. Other minor structural components include concrete formed planter, stairway, etc. The “kit-of-parts” modular design of the stations benefits cost effectiveness in design, construction, and future maintenance.

The station structural design will conform to 2019 California Building Code as stated in the Codes and Standards Section of this document. A list of frequently cited design codes and standards by the 2019 CBC is as follows (but not limited to):

- ASCE 7-16 – Minimum Design Loads for Buildings and Other Structures by American Society of Civil Engineers
- AISC 360-16 – Specification for Structural Steel Buildings by American Institute of Steel Construction
- ACI 318-14 – Building Code Requirements for Structural Concrete by American Concrete Institute

The important design classifications and parameters for station structures are listed as follows:

- Structural Occupancy Category II
- Importance Factor (I_e) = 1
- Live load: Platform – 100 psf; Roof – 20 psf or 300 pound concentrated load whichever is greater
- Wind Load (per Project Site): Basic Wind Speed is 90 mph; Exposure Category B per ground surface condition; station structural profile is less than 15 ft height above ground; structural type is classified as rigid and open structure with mono-sloped or troughed roofs.
- Seismic Load (per Project Site): Seismic Site Class E; Seismic Design Response Spectrum per Geotechnical recommendation; structural type is classified as Steel Special Cantilever Column System

12.3.6 Station Art

An art consultant will assist in a process to define art opportunities. Art opportunities at the side running stations may include perforated metal panels, paving, or painting of electrical cabinets. Art opportunities for the center running stations may include those listed for the side running plus railings and other components identified by stakeholders and the art consultant.

13.0 Landscaping

13.1 Landscape

Landscaping will vary along the sbX alignment from segments in mixed-flow traffic to segments in exclusive bus lanes. For buses travelling in mixed-flow traffic, landscape improvements will be focused around the station areas. Planting design for all areas will include a mix of deciduous and evergreen trees, shrubs, vines and groundcover where possible. Landscaping will also include a mix of appropriate native and/or drought tolerant plants that fit with local design context and resource conservation goals. The landscape will also attempt to mitigate environmental factors such as hot temperatures, and strong winds where possible.

Specific goals of the overall landscape plans are to:

- Preserve and improve the visual environment of the corridor by replanting and/or relocating mature or specimen trees displaced by the relocated curbs, parkways, and sidewalks, where feasible
- Provide creative design strategies to integrate as much vegetation as possible at the stations to soften urban edges, minimize surfaces for graffiti, compliment station architecture and surrounding context, and provide shade and visual interest
- Identify stations with a plant palette that is unique, yet compliments the plant palette of the streetscape
- Address safety concerns with carefully located plant massings to discourage pedestrian shortcuts across vehicular and bus travel lanes
- Follow design guidelines for safe distances from utilities and access such as driveways, street lights, and fire hydrants

13.2 Reference Documents

Documents used in the preparation of the PE landscape drawings are as follows:

- Holt Boulevard Mobility and Streetscape Strategic Plan
- City of Ontario Landscape Development Guidelines
- City of Ontario Tree Planting Notes and Details
- City of Ontario Tree Protection Notes and Details

13.3 Cities of Pomona, Montclair, & Rancho Cucamonga

In these cities, buses will travel in mixed-flow traffic. Therefore, landscape improvements will only occur around the stations.

13.4 City of Ontario

In the City of Ontario, buses will run in exclusive lanes along Holt Blvd between Benson Ave and Vineyard Ave with the exception of a section through the Historic District where buses will run in mixed use lanes. Landscape in the areas of exclusive lanes will see improvements along relocated curbs where



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possible. Landscape in the side running district will only occur at stations or to replace trees removed for project improvements.

13.5 Irrigation

Complete landscape irrigation systems will be employed in areas where new and relocated plantings are developed within the public domain. Each separate system will include a water tap, control valve, backflow protection and an automatic controller. Existing irrigation systems impacted by the project, either within the public or private realm, will be repaired and or modified as necessary to provide adequate water to the modified landscapes. Wherever possible, these repairs/modifications will be connected to the existing systems. Where no existing system exists or where wholesale removals have occurred, independent systems will be developed to water the new stations and/or city streetscape plantings.

Water conserving irrigation systems will be used wherever possible while remaining sensitive to the existing maintenance practices, local ordinances, and resource conservation goals of the Cities of Pomona, Montclair, Ontario, and Rancho Cucamonga. Drip irrigation will be incorporated on all shrub and ground cover plantings while street trees will be watered on separate irrigation zones utilizing tree bubblers to provide for the specific water needs of each plant type while minimizing run off and overspray. Repaired or modified areas of existing turf will be watered using pop up spray heads as necessary to match the precipitation rates of the existing irrigation systems to which they will be connected. Landscape planters included in the BRT station platforms will be connected to the irrigation systems within the adjacent medians.

Sleeves under existing roadway will be included in the design to efficiently provide water to new street tree plantings. The location of sleeves will take existing utilities into consideration and they will be designed to try to keep them no longer than 150 feet in length. Separate sleeves will be provided for piping and electrical wiring.

Minute Action

AGENDA ITEM: 20

Date: April 7, 2021

Subject:

Amendment No. 2 to South Milliken Grade Separation Project Funding Agreement

Recommendation:

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

Approve Amendment No. 2 to Funding Agreement No. 17-1001620 with the City of Ontario (City) for the South Milliken Grade Separation Project to increase the total project cost by \$1,400,000, to be funded by the City in the amount of \$279,241 and by Measure I Valley Grade Separation Program funds in the amount of \$1,120,759, and to extend the termination date to June 30, 2024.

Background:

In June 2013, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Funding Agreement No. C13104 with the City of Ontario (City) to define the roles and responsibilities of the agencies in constructing a rail grade separation project along South Milliken Avenue at the Union Pacific Railroad crossing, South Milliken Grade Separation Project. The Agreement defined the various funding sources, defined the project construction cost sharing responsibility between SBCTA and the City at 80% and 20%, respectively, and identified a construction cost of \$66.1 million based on the Engineer's Estimate. With approval of that agreement, the Board authorized a total SBCTA share of up to \$51.933 million based on an updated Engineer's Estimate of \$71.3 million and an alternate funding plan for the SBCTA share with an amendment to the agreement to follow, if necessary.

On May 7, 2014, the SBCTA Board approved Amendment No. 1 to Funding Agreement No. C13104, which reduced the construction cost to \$57.4 million upon the City awarding the construction contract. SBCTA's public share of the construction phase was \$43.9 million with funding provided by the State-Local Partnership Program and Trade Corridors Improvement Fund, awarded by the California Transportation Commission (CTC) in June 2013, in addition to Measure I funds and a repayment by the City of City Share savings from the North Milliken Avenue Grade Separation Project in the amount of \$3.1 million.

On May 10, 2016, the City entered into Agreement No. 75GS6128 with the California Department of Transportation (Caltrans), Division of Rail, to accept a \$5 million California Public Utilities Commission (CPUC) Section 190 Grant for construction of the South Milliken Grade Separation Project. In accordance with Funding Agreement No. C13104, the Section 190 Grant was applied toward reducing the total project construction cost before determining the agencies' funding obligations based on the 80/20 cost sharing formula.

On February 1, 2017, the SBCTA Board approved Funding Agreement No. 17-1001620 for the South Milliken Grade Separation Project which acknowledged an increase in Right-of-Way (ROW) phase costs and the acceptance of the Section 190 Grant. Additionally, to balance costs between both the North Vineyard Grade Separation Project and the South Milliken Grade Separation Project so that an overall 80/20 Public/City Share is maintained, a revised financial plan was developed for the ROW and Construction phases of the South Milliken Grade Separation Project. The revised financial plan included the estimated repayment of City Share in the amount of \$8.6 million from the North Vineyard Grade Separation Project per Funding Entity: *San Bernardino County Transportation Authority*

Board of Directors Agenda Item

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Agreement No. 17-1001619. Funding Agreement No. 17-1001620 also superseded and terminated Funding Agreement Nos. C11167, for the ROW phase, C13104 for the Construction phase, and their amendments, with the City of Ontario.

On November 7, 2018, Amendment No. 1 to Funding Agreement No. 17-1001620 was approved by the SBCTA Board. The amendment included an updated project cost estimate and a funding plan for all phases of the project in order to maintain an overall 80/20 Public/City Share on the Project. The funding plan identified an additional \$6.158 million of Traffic Congestion Relief Program funds for the project, approved by the CTC in June 2017, and included the repayment of the City's share in the revised amount of \$8.057 million from the North Vineyard Grade Separation Project and \$3.121 million from the North Milliken Grade Separation Project per Funding Agreement Nos. 17-1001619 and R10195, respectively. The amendment also superseded and replaced Cooperative Agreement No. C08192 for the Project Approval & Environmental Document (PA&ED) phase and Funding Agreements Nos. C10093 and C14059 for the Plans, Specifications, and Estimate (PS&E) phase. It should be noted that the repayment amount of the City's share per Funding Agreement No. 17-1001619 has since been adjusted from \$8.057 million to \$8.056 million following final reconciliation of costs of the North Vineyard Grade Separation Project.

The South Milliken Grade Separation Project is complete for beneficial use and the final payment was issued to the contractor in February 2018. A claim, however, was filed by the owner of a property located in the vicinity of the project. The City denied the claim in September 2018 and the property owner subsequently took legal action against the City in March 2019. Following several procedural delays in the San Bernardino Superior Court system due to COVID-19, the trial is currently scheduled for November 8, 2021. The first phase of the trial will be a bench trial to determine liability for inverse condemnation. Unless the City prevails during the first phase, the second phase of the trial will be scheduled as a jury trial in order to determine damages for inverse condemnation. The second phase of the trial will not be scheduled until an outcome is known regarding the first phase of the trial.

Amendment No. 2 to Funding Agreement No. 17-1001620 would adjust project costs in the ROW phase to cover costs associated with the pending litigation and incorporate the \$759 decrease in the repayment amount of the City's share of the North Vineyard Grade Separation Project as noted previously in this item. The property owner's claim totals \$1,000,000 and expected legal costs to the project are \$309,200; therefore, the City of Ontario conservatively estimates a need for an additional \$1,400,000 in the ROW phase.

The current and proposed funding plans are shown in Table 1. The proposed funding plan adjusts the ROW phase and total project costs, incorporates the \$759 decrease in the City's repayment amount per Funding Agreement No. 17-1001619, and maintains an overall 80/20 Public/City Share between the South Milliken Grade Separation and the North Vineyard Grade Separation projects. Due to the adjustments in the ROW phase and the City's repayment amount, the Public Share of the project cost is \$44,976,085, which exceeds the estimate contained in the 2019 Update to the 10-Year Delivery Plan by \$1,120,759. Staff recommends funding the additional Public Share need with Measure I Grade Separation Program funds as this is the only eligible source of funds available; however, depending on actual revenue receipts in the coming year and final costs on the Monte Vista Grade Separation Project, should the full amount of \$1.1 million be needed, the use of Measure I Grade Separation Program reserves or interprogram borrowing may be required. If this is the case, staff will return to the Board for authorization to proceed in that manner.

San Bernardino County Transportation Authority

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Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 11, 2021. SBCTA General Counsel has reviewed this item and the draft amendment.

Responsible Staff:

Vanessa Schoenewald, Management Analyst III

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

General Contract Information

Contract No: 17-1001620 Amendment No.: 2
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 01570 Vendor Name: City of Ontario
 Description: South Milliken Avenue Grade Separation Funding Agreement
 List Any Related Contract Nos.: 17-1001619; R10195; replaces C08192, C10093, and C14059

Dollar Amount					
Original Contract	\$	10,635,514.00	Original Contingency	\$	-
Prior Amendments	\$	(3,311,572.00)	Prior Amendments	\$	-
Current Amendment	\$	1,120,759.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	8,444,701.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	8,444,701.00

Contract Authorization

Board of Directors Date: 04/07/2021 Board Item # 7535

Contract Management (Internal Purposes Only)

Other Contracts Local Sole Source? N/A No Budget Adjustment Funding Agreement

Accounts Payable

Estimated Start Date: 02/01/2017 Expiration Date: 06/30/2021 Revised Expiration Date: 06/30/2024

NHS: Yes OMP/QAP: N/A Prevailing Wage: N/A

Total Contract Funding: Total Contingency:

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$	
GL	6230	40	0840	0876	52005	49053505	620	MSI Bond	112,142.00	-
GL	6230	40	0840	0876	52005	49053505	650	MSI Bond	7,211,800.00	-
GL	4130	40	0840	0876	52005	41100000	640	MSI Valley Fund-GS	1,120,759.00	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-

Andrea Nieto

Paula Beauchamp

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Fund administration provided the information for the CSS

Attachment: CSS 17-1001620-02 (7535 : South Milliken Grade Separation Project Funding Agreement Amendment No. 2)

AMENDMENT NO. 2 TO PROJECT FUNDING AGREEMENT NO. 17-1001620

FOR

**PROJECT APPROVAL/ ENVIRONMENTAL DOCUMENT, PLANS,
SPECIFICATIONS AND ESTIMATES, RIGHT OF WAY AND CONSTRUCTION
PHASES OF SOUTH MILLIKEN AVENUE RAIL-HIGHWAY GRADE SEPARATION
NORTH OF MISSION BOULEVARD AND THE UNION PACIFIC RAILROAD
(ALHAMBRA LINE) PROJECT**

(CITY OF ONTARIO)

This AMENDMENT No. 2 (AMENDMENT NO. 2) to Project Funding Agreement No. 17-1001620 is made by and between San Bernardino County Transportation Authority ("SBCTA") whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and City of Ontario ("CITY"), whose address is 303 East B Street, Ontario CA 91764. SBCTA and CITY are each a "Party" and collectively the "Parties" herein.

RECITALS

- A. SBCTA and CITY previously executed Project Funding Agreement No. 17-1001620, dated February 1, 2017 ("AGREEMENT"), to jointly fund the Right of Way (ROW) and Construction (CON) Phases of the South Milliken Avenue Rail-Highway Grade Separation North of Mission Boulevard and the Union Pacific Railroad (Los Angeles Line) Project, in the City of Ontario ("PROJECT"); and
- B. On June 4, 2008, SBCTA and CITY entered into Cooperative Agreement No. C08192 delineating the roles, responsibilities and funding commitments relative to the Project Approval/ Environmental Document (PA&ED) Phase of the PROJECT; and
- C. On June 2, 2010, SBCTA and CITY entered into Project Funding Agreement No. C10093 delineating the roles, responsibilities and funding commitments relative to the Plans, Specifications and Estimates (PS&E) Phase of the PROJECT; and
- D. On November 5, 2013, SBCTA and CITY entered into Project Funding Agreement No. C14059 delineating the additional work and cost relative to the completion of Plans, Specifications and Estimates (PS&E) Phase of the PROJECT; and
- E. On November 7, 2018, SBCTA and CITY entered into Amendment No. 1 to AGREEMENT that included the PA&ED, PS&E, ROW and CON Phases of the PROJECT. Amendment No. 1 included a funding plan for all phases of the project so that the Public and City shares can be balanced across all phases. The AGREEMENT superseded and replaced Contracts Nos. C08192

(PA&ED phase), C10093 (PS&E phase), C14059 (PS&E phase), C11167 (ROW phase), and C13104 (Construction phase) with the City of Ontario, and

F. The Parties desire that the AGREEMENT be further amended to increase the cost of the ROW phase and to extend the termination date.

NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:

1. Paragraph 5 of Section I is deleted in its entirety and replaced with the following:

“5. The total public share of the PA&ED, PS&E, ROW and CON Phases of the PROJECT is estimated to be \$53,032,001 after contributions of \$2,482,293 from Union Pacific Railroad (UPRR), \$590,638 from TCRP, and \$5,000,000 from California Public Utilities (CPUC) Section 190, which reduce the total PROJECT cost.”

2. Paragraph 6 of Section I is deleted in its entirety and replaced with the following:

“6. To reimburse CITY up to a maximum of \$8,444,701, which is the SBCTA public share less SLPP, TCRP and TCIF funds, the repayment of the over-contribution of public share of the North Milliken Avenue Grade Separation Project, and the repayment of the over-contribution of public share of the North Vineyard Avenue Grade Separation Project.

3. Paragraph 4 of Section II is deleted in its entirety and replaced with the following:

“4. That the total development share of the PROJECT is estimated at \$13,258,000 after contributions of \$2,482,293 from UPRR, \$590,638 from TCRP, and \$5,000,000 from CPUC Section 190, which reduce the total PROJECT cost.”

4. Paragraph 5 of Section II is deleted in its entirety and replaced with the following:

“5. That the development share will be increased by \$8,055,916 to account for the over-contribution of public share of the North Vineyard Avenue Grade Separation Project as delineated in Agreement 17-1001619.”

5. Paragraph 1 of Section III is deleted in its entirety and replaced with the following:

“1. The total cost of the all Phases of the PROJECT has been estimated at \$74,362,932.”

6. Attachment A “Costs by Phase and Funding” is replaced in its entirety with the Revised Project Costs by Phase and Funding attached as Attachment A to this AMENDMENT NO. 2.

7. Paragraph 12 of Section III is deleted in its entirety and replaced with the following:

“12. This AGREEMENT will be considered terminated upon reimbursement of eligible costs by SBCTA or by June 30, 2024, whichever occurs first.”

- 8. The Recitals to this AMENDMENT NO. 2 are true and correct and are incorporated into this AMENDMENT.
- 9. This AMENDMENT is effective on and shall be dated on the date executed by SBCTA.
- 10. Except as otherwise specifically provided herein, all other provisions of the AGREEMENT AND AMENDMENT NO. 1 shall remain in full force and effect..

IN WITNESS WHEREOF, SBCTA and City have executed this AMENDMENT NO. 2 below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ONTARIO

By: _____
Frank J. Navarro
Board President

By: _____
Scott Ochoa
City Manager

Date: _____

Date: _____

**APPROVED AS TO FORM AND
PROCEDURE:**

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
Ruben Duran
CITY Attorney

Date: _____

Attachment A

**South Milliken Grade Separation Project
Revised Costs by Phase and Funding**

Attachment: 17-1001620 Amendment 2 Funding Agreement (7535 : South Milliken Grade Separation

Summary of Project Cost:

	Total	Buy Down			City Share*		Public Share**				
		UPRR	TCRP	CPUC Section 190	DIF	City Repayment under 17-1001619	TCRP	Measure I	Prop 1B SLPP	Prop 1B TCIF	City Repayment under R10195
Project Approval/ Environmental Document (PA&ED)	\$678,323	\$0	\$0	\$0	\$566,181	\$0	\$0	\$112,142	\$0	\$0	\$0
Plans, Specification and Estimate (PS&E)	\$5,651,244	\$0	\$0	\$0	\$5,651,244	\$0	\$0	\$0	\$0	\$0	\$0
Right of Way (ROW)	\$15,890,158	\$0	\$590,638	\$5,000,000	\$280,000	\$3,331,399	\$5,567,362	\$1,120,759	\$0	\$0	\$0
Construction (including construction management)	\$52,143,207	\$2,482,293	\$0	\$0	\$6,760,575	\$4,724,517	\$0	\$7,211,800	\$7,210,000	\$20,633,067	\$3,120,955
Total	\$74,362,932	\$2,482,293	\$590,638	\$5,000,000	\$13,258,000	\$8,055,916	\$5,567,362	\$8,444,701	\$7,210,000	\$20,633,067	\$3,120,955

* City Share is 20% of project cost plus payment of developer share per Agreement 17-1001619 from North Vineyard Grade Separation.

**Public Share is 80% less payment of developer share per Agreement 17-1001619 from North Vineyard Grade Separation and also includes City repayment per Agreement R10195 from North Milliken Grade Separation Project.

Reconciliation of Agreements 17-1001619 (N. Vineyard) and 17-1001620 (S. Milliken):

	Total Project Cost	Buy Down	Public Share*	City Share**
Calculated Shares				
N. Vineyard 17-1001619 (final)	\$47,353,238	\$7,073,656	\$32,223,665	\$8,055,916
S. Milliken 17-1001620	\$74,362,932	\$8,072,931	\$53,032,001	\$13,258,000
Total	\$121,716,170	\$15,146,587	\$85,255,666	\$21,313,917
Actual Shares				
N. Vineyard 17-1001619 (final)	\$47,353,238	\$7,073,656	\$40,279,582	\$0
S. Milliken 17-1001620	\$74,362,932	\$8,072,931	\$44,976,084	\$21,313,917
Total	\$121,716,170	\$15,146,587	\$85,255,666	\$21,313,917
Total after Buy Down	\$106,569,583		80%	20%

Attachment: 17-1001620 Amendment 2 Funding Agreement (7535 : South Milliken Grade Separation

Minute Action

AGENDA ITEM: 21

Date: April 7, 2021

Subject:

Federal Legislative Update

Recommendation:

Receive and file the March 2021 Federal Legislative Update.

Background:

San Bernardino County Transportation Authority Legislative Affairs staff, along with representatives from federal advocates Potomac Partners DC, LLC reported to the Legislative Policy Committee on March 10, 2021, regarding Congress' negotiations concerning a new round of COVID-19 stimulus funding and the Fiscal Year (FY) 2022 Appropriations Process.

1. Update on COVID-19 relief bill/Budget Reconciliation & Transit Funding in the Bill
2. Fiscal Year 2022 Appropriations Process update. The president's budget is now expected in May.
 - a. Preliminary requests for programmatic funding and language
 - i. Rep. Aguilar – Deadline moved to March 17, 2021
 - ii. Rep. Torres – Deadline February 24, 2021
 - iii. Rep. Obernolte – Deadline March 12, 2021
 - iv. Rep. Chu – No Deadline (Committee Deadline, not announced)
 - v. Rep. Kim – No Deadline (Committee Deadline, not announced)
3. Status of Congressional Initiatives (Earmarks) – Pending
4. Highway Bill and Infrastructure package update timing for markups and floor action spring/early summer
 - a. Sen. Padilla (newest member of Environment and Public Works (EPW) Committee) request for input by March 9, 2021
5. United States Department of Transportation (USDOT) Updates
 - a. Infrastructure for Rebuilding America (INFRA) Grant Release
 - i. The USDOT has opened the application process for the INFRA Grant Program with a total availability of \$889 million
 - ii. Application due March 19, 2021
 - iii. Potential focus on disadvantaged communities, equity, and climate
 - b. Newest USDOT appointees and Senate confirmation
6. Recent Federal Legislation introduced
 - a. Rep. Costa High-Speed Rail Bill (HR 867). Authorization of \$32 billion for High Speed Rail

Financial Impact:

This item has no financial impact on the Fiscal Year 2020/2021 Budget.

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

Board of Directors Agenda Item
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Reviewed By:

This item was received by the Legislative Policy Committee on March 10, 2021.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 22

Date: April 7, 2021

Subject:

State Legislative Update

Recommendation:

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

Receive and file the action of the Legislative Policy Committee on March 10, 2021, adopting an OPPOSE position on Assembly Bill 1296 (Kamlager) and Senate Bill 9 (Atkins).

Background:

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from state advocates California Advisors, reported to the Legislative Policy Committee on March 10, 2021, regarding the newly introduced legislation and efforts by Governor Gavin Newsom to address the ongoing impacts on California due to the COVID-19 pandemic.

The deadline to introduce new bills occurred on February 19, 2021, and we saw a flurry of new bills being introduced all the way up until the last minute. When the dust settled, the Assembly had introduced 1,560 bills and the Senate had introduced 809 bills for a total of 2,369. These figures do not include constitutional amendments or resolutions. It should also be noted that policy committees can still introduce bills past the deadline, and we have already seen some committees introduce new bills. A significant portion of the legislation introduced are considered “spot bills” which make technical, non-substantive changes to the law and serve as placeholders until more details can be worked out.

Both houses of the Legislature will be looking to cut down the amount of bills they hear this year. The Speaker of the Assembly has told his members that they can only pass twelve bills to the Senate. The Senate has not put in a hard cap, however, they believe cut downs will be necessary. To avoid a “traffic jam”, President pro Tempore Atkins and Republican Leader Wilk agreed to suspend the 30 day in print rule for 2021, which will allow bills to be amended and heard prior to the 30 day waiting period.

On February 23, 2021, Governor Gavin Newsom signed into law a comprehensive package of immediate actions that will speed up needed relief to individuals, families and businesses suffering economic hardship due to the pandemic. The package builds on the initiatives in the Governor’s January state budget proposal to provide cash relief to lower-income Californians and increase aid to small businesses. In addition to these measures, this action will commit additional resources for critical child care services and fund emergency financial aid for community college students.

Lastly, Cap-and-Trade revenues from the February 17, 2021 auction raised nearly \$650 million for the state to spend. This is positive news when you consider the May 2020 auction raised under \$26 million dollars. These auction proceeds have been used to pay for a wide range of

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

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climate related projects. There will be continued discussions on what priorities we should spend this additional revenue on as the state considers its Cap-and-Trade spending plan.

Attachment A contains a list of legislative bills of interest to the San Bernardino County Transportation Authority/San Bernardino Council of Governments.

Note action taken by the Legislative Policy Committee on March 10, 2021, on behalf of the SBCTA and San Bernardino Associated Governments (SBCOG) adopting an OPPOSED position on Assembly Bill 1296 (Kamlager) and Senate Bill 9 (Atkins). This is consistent with the SBCTA/SBCOG 2020/2021 State Legislative Platform.

Financial Impact:

This item has no financial impact on the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Legislative Policy Committee on March 10, 2021.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

SBCTA Bill Report
2/25/2021

AB 5 (Fong R) Greenhouse Gas Reduction Fund: High Speed Rail Authority: K-12 education: transfer and loan.

Current Text: Introduced: 12/7/2020 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 1/11/2021-Referred to Coms. on TRANS. and NAT. RES.

Summary: The California Global Warming Solutions Act of 2006 designates the State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. The act authorizes the state board to include in its regulation of those emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. Existing law continuously appropriates 25% of the annual proceeds of the fund to the High-Speed Rail Authority for certain purposes. This bill would suspend the appropriation to the High-Speed Rail Authority for the 2021-22 and 2022-23 fiscal years and would require the transfer of those amounts from moneys collected by the state board to the General Fund

AB 43 (Friedman D) Traffic safety.

Current Text: Introduced: 12/7/2020 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 1/11/2021-Referred to Com. on TRANS.

Summary: Would require, beginning June 1, 2022, and every 6 months thereafter, Caltrans to convene a committee of external design experts to advise on revisions to the Highway Design Manual.

AB 261 (Seyarto R) Authorized emergency vehicles.

Current Text: Introduced: 1/15/2021 [html](#) [pdf](#)

Introduced: 1/15/2021

Status: 1/28/2021-Referred to Com. on TRANS.

Summary: Would permit an authorized emergency vehicle to operate on an HOV lane if specified conditions are met, including, among others, that the vehicle is being driven while responding to, or returning from, an urgent or emergency call and the driver of the vehicle determines that the use of the HOV lane will likely improve the arrival time of the authorized emergency vehicle and its delivery of essential public safety services.

AB 339 (Lee D) State and local government: open meetings.

Current Text: Introduced: 1/28/2021 [html](#) [pdf](#)

Introduced: 1/28/2021

Status: 1/29/2021-From printer. May be heard in committee February 28.

Summary: Current law requires all meetings, as defined, of a house of the Legislature or a committee thereof to be open and public, and requires all persons to be permitted to attend the meetings, except as specified. This bill would require all meetings, including gatherings using teleconference technology, to include an opportunity for all persons to attend via a call-in option or an internet-based service option that provides closed captioning services and requires both a call-in and an internet-based service option to be provided to the public.

AB 346 (Seyarto R) Privacy: breach.

Current Text: Introduced: 1/28/2021 [html](#) [pdf](#)

Introduced: 1/28/2021

Status: 2/12/2021-Referred to Com. on P. & C.P.

Summary: The Information Practices Act of 1977 requires an agency, which includes a local agency, that owns or licenses computerized data that includes personal information, as defined, to disclose expeditiously and without unreasonable delay a breach in the security of the data to a resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person, or whose encrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person, and the encryption key or security credential was, or is reasonably believed to have been, acquired by an unauthorized person, and the agency that owns or licenses the encrypted information has a reasonable belief that the encryption key or security credential could render that personal information readable or useable. Current law also requires an agency that maintains computerized data that includes personal information that the agency does not own to notify the owner or licensee of the information of any breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person. This bill would make the above-described requirements applicable if the information is accessed by an unauthorized person.

AB 361 (Rivas, Robert D) Open meetings: local agencies: teleconferences.

Attachment: SBCTA Bill Report 22521 (7526 : State Legislative Update)

Current Text: Introduced: 2/1/2021 [html](#) [pdf](#)

Introduced: 2/1/2021

Status: 2/12/2021-Referred to Com. on L. GOV.

Summary: Would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting for the purpose of declaring or ratifying a local emergency, during a declared state or local emergency, as those terms are defined, when state or local health officials have imposed or recommended measures to promote social distancing, and during a declared local emergency provided the legislative body makes certain determinations by majority vote.

[AB 387](#) (Lee D) Social Housing Act of 2021.

Current Text: Introduced: 2/2/2021 [html](#) [pdf](#)

Introduced: 2/2/2021

Status: 2/3/2021-From printer. May be heard in committee March 5.

Summary: Would declare the intent of the Legislature to subsequently amend this bill to include provisions that would enact the Social Housing Act of 2021 to establish the California Housing Authority for the purpose of developing mixed-income rental and limited equity homeownership housing and mixed-use developments to address the shortage of affordable homes for low and moderate-income households.

[AB 464](#) (Mullin D) Enhanced Infrastructure Financing Districts: allowable facilities, projects, and costs.

Current Text: Introduced: 2/8/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 2/18/2021-Referred to Com. on L. GOV.

Summary: Current law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance that provide significant benefits to the district or the surrounding community, including, but not limited to, the acquisition, construction, or repair of industrial structures for private use. Current law authorizes a district to finance the ongoing or capitalized costs to maintain facilities financed in whole or in part by the district, but prohibits the use of proceeds of bonds issued to finance maintenance of any kind. This bill would remove the prohibition on the use of proceeds of bonds issued to finance maintenance of any kind. The bill would remove, from the list of facilities and projects the district may fund, the acquisition, construction, or repair of industrial structures for private use.

[AB 473](#) (Chau D) California Public Records Act.

Current Text: Introduced: 2/8/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 2/18/2021-Referred to Com. on JUD.

Summary: The California Public Records Act requires state and local agencies to make their records available for public inspection, unless an exemption from disclosure applies. This bill would recodify and reorganize the provisions of the act. The bill would include provisions to govern the effect of recodification and state that the bill is intended to be entirely nonsubstantive in effect. The bill would contain related legislative findings and declarations. The bill would become operative on January 1, 2023.

[AB 474](#) (Chau D) California Public Records Act: conforming revisions.

Current Text: Introduced: 2/8/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 2/18/2021-Referred to Com. on JUD.

Summary: Would enact various conforming and technical changes related to another bill that recodifies and reorganizes the California Public Records Act. The bill would only become operative if the related bill recodifying the act is enacted and becomes operative on January 1, 2023. The bill would also specify that any other bill enacted by the Legislature during the 2021 calendar year that takes effect on or before January 1, 2022, and that affects a provision of this bill shall prevail over this act, except as specified.

[AB 482](#) (Ward D) Housing authorities: City of San Diego, County of San Bernardino, and County of Santa Clara: middle-income housing projects pilot program.

Current Text: Introduced: 2/8/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 2/18/2021-Referred to Com. on H. & C.D.

Summary: The Housing Authorities Law, authorizes a housing authority of a city or county to, among other things, prepare, carry out, acquire, lease, and operate housing projects and housing developments for persons of low income, as provided. Current law, until January 1, 2022, authorizes a housing authority located in the City of San Diego, the County of San Bernardino, or the County of Santa Clara to implement a pilot program to develop and finance a middle-income housing project, as

defined, if the project receives gap financing, as defined. Current law requires any gap financing approved by the housing authority's legislative body, as provided, and requires the housing authority to provide a report to the Legislature, as specified. This bill would extend the authority of a housing authority located in the City of San Diego, the County of San Bernardino, or the County of Santa Clara to implement the above-described pilot program from January 1, 2022, to January 1, 2026.

[AB 564](#)**(Gonzalez, Lorena D) Biodiversity Protection and Restoration Act.****Current Text:** Introduced: 2/11/2021 [html](#) [pdf](#)**Introduced:** 2/11/2021**Status:** 2/18/2021-Referred to Coms. on A. & A.R. and W.,P., & W.

Summary: Would establish the Biodiversity Protection and Restoration Act and would provide that it is the policy of the state that all state agencies, boards, and commissions shall utilize their authorities in furtherance of the biodiversity conservation purposes and goals of certain executive orders. The bill would require all state agencies, boards, and commissions to consider and prioritize the protection of biodiversity in carrying out their statutory mandates. The bill would require strategies related to the goal of the state to conserve at least 30% of California's land and coastal waters by 2030 to be made available to the public and provided to certain legislative committees by no later than June 30, 2022.

[AB 571](#)**(Mayes I) Planning and zoning: density bonuses: affordable housing.****Current Text:** Introduced: 2/11/2021 [html](#) [pdf](#)**Introduced:** 2/11/2021**Status:** 2/18/2021-Referred to Coms. on H. & C.D. and L. GOV.

Summary: The Density Bonus Law requires a city or county to provide a developer that proposes a housing development in the city or county with a density bonus and other incentives or concessions for the production of lower income housing units, or for the donation of land within the development, if the developer agrees to, among other things, construct a specified percentage of units for very low income, low-income, or moderate-income households or qualifying residents, including lower income students. Current law requires the amount of a density bonus and the number of incentives or concessions a qualifying developer receives to be pursuant to a certain formula based on the total number of units in the housing development, as specified. This bill would prohibit affordable housing impact fees, including inclusionary zoning fees, in-lieu fees, and public benefit fees, from being imposed on a housing development's affordable units or bonus units.

[AB 604](#)**(Daly D) Road Maintenance and Rehabilitation Account: apportionment of funds: accrued interest****Current Text:** Introduced: 2/11/2021 [html](#) [pdf](#)**Introduced:** 2/11/2021**Status:** 2/18/2021-Referred to Com. on TRANS.

Summary: Would continuously appropriate interest earnings derived from revenues deposited in the Road Maintenance and Rehabilitation Account to the Department of Transportation for maintenance of the state highway system or for purposes of the State Highway Operation and Protection Program.

[AB 605](#)**(Villapudua D) Affordable housing funding: affordable housing targets.****Current Text:** Introduced: 2/12/2021 [html](#) [pdf](#)**Introduced:** 2/12/2021**Status:** 2/13/2021-From printer. May be heard in committee March 15.

Summary: Would declare the intent of the Legislature to subsequently amend this bill to include provisions that would improve the competitive application process for housing-related funding by awarding additional points to areas that meet the state's affordable housing targets.

[AB 617](#)**(Davies R) Planning and zoning: regional housing needs: exchange of allocation.****Current Text:** Introduced: 2/12/2021 [html](#) [pdf](#)**Introduced:** 2/12/2021**Status:** 2/13/2021-From printer. May be heard in committee March 15.

Summary: Would authorize a city or county, by agreement, to transfer all or a portion of its allocation of regional housing need to another city or county. The bill would allow the transferring city to pay the transferee city or county an amount determined by that agreement, as well as a surcharge to offset the impacts and associated costs of the additional housing on the transferee city. The bill would also require the transferring city or county and the transferee city or county to report to the council of governments and the department specified information about the transfer, as provided.

[AB 634](#)**(Carrillo D) Housing zones: restrictions: timelines.****Current Text:** Introduced: 2/12/2021 [html](#) [pdf](#)**Introduced:** 2/12/2021**Status:** 2/13/2021-From printer. May be heard in committee March 15.

Summary: Current law generally requires a local government to approve a development that satisfies certain criteria. Under current law, after adoption of the zone, a lead agency is not required to prepare an environmental impact report or negative environmental declaration for a housing development

located on land within that zone that satisfies all of specified criteria, including, among others, at least 5% of the total units constructed or substantially rehabilitated in the zone will be restricted for a term of 55 years for very low income households, as defined, and (B) the developer provides sufficient legal commitments to ensure continued availability of units for very low, low-, moderate-, or middle-income households for 55 years for rental units. This bill would revise the above-described requirements of "55 years" in these provisions to instead specify that they apply for "at least 55 years."

AB 637 (Lackey R) Enabling Youth to Access Workforce Training Grant Program.

Current Text: Introduced: 2/12/2021 [html](#) [pdf](#)

Introduced: 2/12/2021

Status: 2/13/2021-From printer. May be heard in committee March 15.

Summary: Would create the Enabling Youth to Access Workforce Training Grant Program. Upon appropriation by the Legislature, the bill would require the California Workforce Development Board to create the program, which would fund supportive services, as specified, that are necessary for homeless youth and current or former foster youth to enable their participation in the workforce development program, as defined. Under the bill, grants would be awarded on a competitive basis. The bill would require the board to conduct outreach activities and to provide technical assistance to eligible applicants to ensure that grants are awarded to qualified applicants providing a broad spectrum of supportive services.

AB 703 (Rubio, Blanca D) Open meetings: local agencies: teleconferences.

Current Text: Introduced: 2/16/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 2/17/2021-From printer. May be heard in committee March 19.

Summary: Current law, by Executive Order N-29-20, suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic, provided that notice requirements are met, the ability of the public to observe and comment is preserved, as specified, and that a local agency permitting teleconferencing have a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified. This bill would remove the requirements of the act particular to teleconferencing and allow for teleconferencing subject to existing provisions regarding the posting of notice of an agenda and the ability of the public to observe the meeting and provide public comment. The bill would require that, in each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the local agency also give notice of the means by which members of the public may observe the meeting and offer public comment and that the legislative body have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act, as provided.

AB 712 (Calderon D) Local Agency Public Construction Act: change orders.

Current Text: Introduced: 2/16/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 2/17/2021-From printer. May be heard in committee March 19.

Summary: The Local Agency Public Construction Act regulates contracting by local agencies, including counties and special districts. The act, for a county, imposes a \$5,000 cap when the total amount of the original contract does not exceed \$50,000. For any original contract that exceeds \$50,000, but does not exceed \$250,000, the cap is 10% of the amount of the original contract. For contracts whose original cost exceeds \$250,000, the cap is \$25,000 plus 5% of the amount of the original contract cost in excess of \$250,000, and prohibits a change or alteration cost from exceeding \$210,000. This bill would require that the existing caps be adjusted annually to reflect the percentage change in the California Consumer Price Index. The bill would modify the cap applicable to contracts exceeding \$250,000 to apply only to contracts exceeding that amount but not exceeding \$25,000,000. The bill would add a new change order cap of \$500,000 for contracts whose original cost exceeds \$25,000,000 and of \$1,000,000 for contracts whose original cost exceeds \$50,000,000, both of which would be adjusted annually to reflect the percentage change in the California Consumer Price Index.

AB 721 (Bloom D) Covenants and restrictions: affordable housing.

Current Text: Introduced: 2/16/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 2/17/2021-From printer. May be heard in committee March 19.

Summary: Would make any private recorded covenants, conditions, restrictions, or private limits on the use of private or publicly owned land contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale that restricts the number or size of the residences that may be built on the property, or that restricts the number of persons who may reside on the property unenforceable against the owner of an affordable housing development, as defined.

AB 773 (Nazarian D) Street closures and designations.

Current Text: Introduced: 2/16/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 2/17/2021-From printer. May be heard in committee March 19.

Summary: Would authorize a local authority to adopt a rule or regulation to close a portion of a street under its jurisdiction to through vehicular traffic if it determines closure is necessary for the safety and protection of persons who are to use that portion of the street during the closure. The bill would also authorize a local authority to adopt a rule or regulation to designate a local street within its jurisdiction as a slow street.

[AB 786](#) ([Cervantes D](#)) California Transportation Commission: executive director.

Current Text: Introduced: 2/16/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 2/17/2021-From printer. May be heard in committee March 19.

Summary: Current law establishes within the Transportation Agency the California Transportation Commission. Current law requires the commission to appoint an executive director for the commission who serves at the pleasure of the commission. This bill would instead require the executive director of the commission to be appointed by the Governor, subject to confirmation by the Senate, and subject to removal at the discretion of the Governor.

[AB 811](#) ([Rivas, Luz D](#)) Los Angeles County Metropolitan Transportation Authority: contracting.

Current Text: Introduced: 2/16/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 2/17/2021-From printer. May be heard in committee March 19.

Summary: Current law authorizes the Los Angeles County Metropolitan Transportation Authority to enter into contracts with private entities that combine into a single contract all or some of the planning, design, permitting, development, joint development, construction, construction management acquisition, leasing, installation, and warranty of some or all components of transit systems and certain facilities. Current law authorizes the authority to award a contract under these provisions after a finding, by a 2/3 vote of the members of the authority, that awarding the contract will achieve for the authority, among other things, certain private sector efficiencies in the integration of design, project work, and components. This bill would eliminate the requirement to make the above-described finding by a 2/3 vote of the members of the authority in order to award contracts under these provisions.

[AB 819](#) ([Levine D](#)) California Environmental Quality Act: notices and documents: electronic filing and posting.

Current Text: Introduced: 2/16/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 2/17/2021-From printer. May be heard in committee March 19.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. The act requires the lead agency to mail certain notices to persons who have filed a written request for notices. This bill would require the lead agency and the project applicant to post those notices on their internet website.

[AB 821](#) ([Cooper D](#)) Local government: open meetings.

Current Text: Introduced: 2/16/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 2/17/2021-From printer. May be heard in committee March 19.

Summary: Current law, the Ralph M. Brown Act, requires each legislative body of a local agency to provide notice of the time and place for its regular meetings and an agenda containing a brief general description of each item of business to be transacted. The act also requires that all meetings of a legislative body be open and public, and that all persons be permitted to attend unless a closed session is authorized. This bill would make nonsubstantive changes to a provision of the Ralph M. Brown Act.

[AB 823](#) ([Gray D](#)) High-Speed Rail Authority: trains powered by fossil fuel combustion engines.

Current Text: Introduced: 2/16/2021 [html](#) [pdf](#)

Introduced: 2/16/2021

Status: 2/17/2021-From printer. May be heard in committee March 19.

Summary: Would prohibit the High-Speed Rail Authority from directly or indirectly using local, state, federal, or any other public or private funding to purchase, lease, operate, or maintain a passenger or freight train powered by a diesel engine or other type of fossil fuel combustion engine, and from enabling such a train to operate on authority-owned rail infrastructure designed for speeds in excess of 125 miles per hour, except as specified.

- [AB 833](#) (Quirk-Silva D) State government: grants: administrative costs.**
Current Text: Introduced: 2/17/2021 [html](#) [pdf](#)
Introduced: 2/17/2021
Status: 2/18/2021-From printer. May be heard in committee March 20.
Summary: Would require any state grants to a local government to include a maximum allocation of funds that may be expended for administrative costs, as defined, and would prohibit a local government, as defined, from expending more than 5% of grant funds for administrative costs, except as provided. The bill would specify that it is not intended to affect federal funding.
- [AB 840](#) (Holden D) Transportation: interregional connectivity.**
Current Text: Introduced: 2/17/2021 [html](#) [pdf](#)
Introduced: 2/17/2021
Status: 2/18/2021-From printer. May be heard in committee March 20.
Summary: Would express the intent of the Legislature to later enact legislation that would increase interregional connectivity for Californians across counties and improve interconnectivity across modes of transit, and pursue opportunities to meet the state's environmental goals through evidence-based public planning that prioritizes diverse public transit options and active transportation infrastructure.
- [AB 897](#) (Mullin D) Office of Planning and Research: regional climate networks: climate adaptation action plans.**
Current Text: Introduced: 2/17/2021 [html](#) [pdf](#)
Introduced: 2/17/2021
Status: 2/18/2021-From printer. May be heard in committee March 20.
Summary: Current law requires, by July 1, 2017, and every 3 years thereafter, the Natural Resources Agency to update, as prescribed, the state's climate adaptation strategy, known as the Safeguarding California Plan. Current law establishes the Office of Planning and Research in state government in the Governor's office. Current law establishes the Integrated Climate Adaptation and Resiliency Program to be administered by the office to coordinate regional and local efforts with state climate adaptation strategies to adapt to the impacts of climate change, as prescribed. This bill would authorize eligible entities, as defined, to establish and participate in a regional climate network, as defined. The bill would require the office to encourage the inclusion of agencies with land use planning authority into regional climate networks.
- [AB 926](#) (Mathis R) Fire prevention: local assistance grant program: roadside vegetation management and defensible space.**
Current Text: Introduced: 2/17/2021 [html](#) [pdf](#)
Introduced: 2/17/2021
Status: 2/18/2021-From printer. May be heard in committee March 20.
Summary: Current law requires the Department of Forestry and Fire Protection to establish a local assistance grant program for fire prevention activities in the state. Current law requires that the eligible activities include, among other things, fire prevention activities, as provided. This bill would add roadside vegetation management and projects to create and increase defensible space for critical infrastructure, as provided, to the eligible activities.
- [AB 950](#) (Ward D) Department of Transportation: sales of excess real property: affordable housing.**
Current Text: Introduced: 2/17/2021 [html](#) [pdf](#)
Introduced: 2/17/2021
Status: 2/18/2021-From printer. May be heard in committee March 20.
Summary: Would authorize the Department of Transportation to sell its excess real property to the city, county, or city and county where the real property is located if the city, county, or city and county agrees to use the real property for the sole purpose of implementing affordable housing, as specified. The bill would exempt these transfers and sales from the California Environmental Quality Act.
- [AB 955](#) (Quirk D) Highways: encroachment permits.**
Current Text: Introduced: 2/17/2021 [html](#) [pdf](#)
Introduced: 2/17/2021
Status: 2/18/2021-From printer. May be heard in committee March 20.
Summary: Under current law, the Department of Transportation may issue permits authorizing encroachments, as defined, on highways. Current law requires the department to either approve or deny an application for an encroachment permit within 60 days of receiving a completed application. If the department denies an application for an encroachment permit, current law requires the department, at the time of notifying the applicant of the denial, to furnish to the applicant a detailed explanation of the reason for the denial. This bill would make a nonsubstantive change to the latter provision.
- [AB 976](#) (Rivas, Luz D) Resilient Economies and Community Health Pilot Program.**

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/19/2021-From printer. May be heard in committee March 21.

Summary: Would establish the Resilient Economies and Community Health Pilot Program, which would be administered by the Strategic Growth Council from January 1, 2022, through December 31, 2026, a grant pilot program for eligible community-based organizations, as defined, to provide a comprehensive suite of coordinated incentives and services to disadvantaged communities, as defined at the resident household level to provide economic savings, reduce greenhouse gas emissions and air pollution, and improve resiliency to the impacts of climate change. The bill would require the council to evaluate the program and submit specified reports to the Legislature on the program no later than January 1, 2026. The bill would repeal these provisions as of January 1, 2027.

[AB 1035](#) (Salas D) Transportation: Road Maintenance and Rehabilitation Program: recycled material standards.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/19/2021-From printer. May be heard in committee March 21.

Summary: Current law creates the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. Current law requires the Department of Transportation and cities and counties receiving funds under the program, to the extent possible and cost effective, and where feasible, to use advanced technologies and material recycling techniques that reduce the cost of maintaining and rehabilitating the streets and highways and that exhibit reduced levels of greenhouse gas emissions through material choice and construction method. This bill would delete the condition in that requirement imposed on the department and those cities and counties to use advanced technologies and material recycling techniques to the extent possible.

[AB 1037](#) (Grayson D) Infrastructure construction: digital construction technologies.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/19/2021-From printer. May be heard in committee March 21.

Summary: Would require an infrastructure project that receives any state funding to deploy digital construction technologies, as defined, to reduce waste, inefficiency, rework, cost overruns, and embodied carbon, and to improve delivery times and project quality.

[AB 1047](#) (Daly D) Road Repair and Accountability Act of 2017: reporting internet website.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/19/2021-From printer. May be heard in committee March 21.

Summary: Would require the Transportation Agency to oversee the development and implementation of a comprehensive one-stop reporting interface available to the public through an internet website maintained by the agency. The bill would require the interface to provide timely fiscal information regarding the development and implementation status of each transportation program or project funded, at least in part, by revenues from the Road Repair and Accountability Act of 2017.

[AB 1049](#) (Davies R) Public Transportation Account: loan repayment.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/19/2021-From printer. May be heard in committee March 21.

Summary: Current law requires the transfer of a specified portion of the sales tax on diesel fuel to the Public Transportation Account, a trust fund in the State Transportation Fund. Current law requires funds in the account to be allocated to various public transportation and transportation planning purposes, with specified revenues in the account to be allocated by the Controller to specified local transportation agencies for public transportation purposes, pursuant to the State Transit Assistance (STA) Program. Current law provides for each STA-eligible operator within the jurisdiction of the allocating local transportation agency to receive a proportional share of the revenue-based program funds based on the qualifying revenues of that operator, as defined. The Budget Act of 2013 and the Budget Act of 2014 require the Controller, upon the order of the Director of Finance, to transfer specified amounts totaling up to \$55,515,000 as loans from the Public Transportation Account to the High-Speed Passenger Train Bond Fund. This bill would require \$54,000,000 from these loans to be repaid to the Public Transportation Account and would provide that these repaid funds are available, upon appropriation by the Legislature, to help offset the loss of revenues incurred by transit operator during the COVID-19 pandemic.

[AB 1099](#) (Rivas, Robert D) State funding: environmental equity.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/19/2021-From printer. May be heard in committee March 21.

Summary: Current law establishes the Strategic Growth Council in state government consisting of various state agency heads and 3 public members. Current law requires the council to identify and review activities and funding programs of state agencies that may be coordinated to improve air and water quality, improve natural resource protection, increase the availability of affordable housing, improve transportation, meet greenhouse gas emissions reduction goals, encourage sustainable land use planning, and revitalize urban and community centers in a sustainable manner. This bill would state the intent of the Legislature to enact subsequent legislation to provide new approaches and considerations for directing investments and allocating funds, as well as increasing accountability for how those funds are expended to achieve key objectives.

[AB 1116](#) (Friedman D) High-Speed Rail Authority: oversight: Legislative Analyst's Office.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/19/2021-From printer. May be heard in committee March 21.

Summary: Would require the Legislative Analyst's Office, for the purpose of reviewing the planning, financing, expenditures, and other elements of the statewide high-speed rail system, to review any materials submitted to the authority and documents the authority requests from contractors, consultants, or external parties, as specified, and to provide recommendations to the policy and budget committees of the Legislature regarding the statewide high-speed rail system and the development of shared mobility systems statewide. The bill would require the authority, and any entity contracting with the authority, to provide to the Legislative Analyst's Office any information that it requests and to permit representatives of the Legislative Analyst's Office to attend the authority's internal meetings. The bill would repeal these requirements on January 1, 2031.

[AB 1147](#) (Friedman D) Regional transportation plan: electric bicycles.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/19/2021-From printer. May be heard in committee March 21.

Summary: Current law requires certain transportation planning agencies to prepare and adopt a regional transportation plan directed at achieving a coordinated and balanced regional transportation system. Current law authorizes a transportation planning agency with a population that exceeds 200,000 persons to use as part of that policy element, among others, measures of means of travel, including the percentage share of all trips made by single occupant vehicles, multiple occupant vehicles, carpools, public transit, walking, and bicycling. This bill would expressly authorize those transportation planning agencies to also use as part of that policy element the percentage share of trips made by bicycling using an electric bicycle.

[AB 1154](#) (Patterson R) California Environmental Quality Act: exemption: egress route projects: fire safety.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/19/2021-From printer. May be heard in committee March 21.

Summary: Would, until January 1, 2029, exempt from CEQA egress route projects undertaken by a public agency that are specifically recommended by the State Board of Forestry and Fire Protection to improve the fire safety of an existing subdivision if certain conditions are met. The bill would require the lead agency to hold a noticed public meeting to hear and respond to public comments before determining that a project is exempt. The bill would require the lead agency, if it determines that a project is not subject to CEQA and approves or carries out that project, to file a notice of exemption with the Office of Planning and Research and with the clerk of the county in which the project will be located.

[AB 1157](#) (Lee D) Local transportation funds: State Transit Assistance Program: reports.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/19/2021-From printer. May be heard in committee March 21.

Summary: Current law, for purposes of the State Transit Assistance Program, requires local transportation agencies to report to the Controller by June 15 of each year the public transportation operators within its jurisdiction that are eligible to claim specified local transportation funds. This bill would instead require local transportation agencies to report this information within 7 months after the end of each fiscal year.

[AB 1180](#) (Mathis R) Local governments: surplus land: tribes.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/19/2021-From printer. May be heard in committee March 21.

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency, as defined. Current law defines "exempt surplus land" for which a local agency is not required to follow the requirements for disposal of surplus land, except as provided. Current law categorizes as "exempt

surplus land," surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use. This bill would add to the definition of "exempt surplus land," land transferred by a local agency to a tribe, as defined.

[AB 1183](#) (Ramos D) California Desert Conservation Program.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/19/2021-From printer. May be heard in committee March 21.

Summary: Would establish the California Desert Conservation Program under the administration of the Wildlife Conservation Board to protect, preserve, and restore desert lands, water, and wildlife by the acquisition of interests and rights in real property and waters, as specified.

[AB 1189](#) (Bloom D) Transportation: indirect cost recovery: wildlife crossing projects.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/19/2021-From printer. May be heard in committee March 21.

Summary: Would, on and before June 30, 2024, prohibit the Department of Transportation from charging for administration indirect cost recovery, as outlined in the department's Indirect Cost Recovery Proposal, for any wildlife crossing project that receives private funding for more than 50% of the project cost, and would require the department to charge these projects for functional overhead. The bill would require the department to report, on or before July 1, 2024, to the Legislature on the amount of private funding invested in wildlife crossing projects for the 2020-21, 2021-22, 2022-23, and 2023-24 fiscal years.

[AB 1190](#) (Mayes I) Parks and recreation: County of San Bernardino: Big Morongo Canyon Preserve.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/19/2021-From printer. May be heard in committee March 21.

Summary: Would authorize the County of San Bernardino to convey fee title in lands within the Big Morongo Canyon Preserve acquired with grant moneys from The Cameron-Unruh Beach, Park, Recreational, and Historical Facilities Bond Act of 1964, the Z'berg-Collier Park Bond Act and the The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, as provided, to the United States Bureau of Land Management, as specified.

[AB 1235](#) (Patterson R) High-speed rail: legislative oversight.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-Read first time.

Summary: Would create the Joint Legislative High-Speed Rail Oversight Committee consisting of 3 Members of the Senate and 3 Members of the Assembly to provide ongoing and independent oversight of the high-speed rail project by performing specified duties, and would require the committee to make recommendations to the appropriate standing policy and budget committees of both houses of the Legislature to guide decisions concerning the state's programs, policies, and investments related to high-speed rail. The bill would require the authority to provide the committee with certain documents and information within prescribed timelines, and would require the authority to permit the chairperson of the committee, or the chairperson's designee, to attend meetings of any internal governance committees related to project oversight, as provided.

[AB 1238](#) (Ting D) Transportation.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-Read first time.

Summary: Current law establishes the Transportation Agency, which consists of various departments and state entities, including the California Transportation Commission and the Department of Transportation. Current law provides that the department shall have full possession and control of all state highways and associated property. Current law provides various sources of revenue for transportation projects undertaken by state and local agencies. This bill would express the intent of the Legislature to enact legislation relating to transportation.

[AB 1258](#) (Nguyen R) Housing element: regional housing need plan: judicial review.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-Read first time.

Summary: Current law requires each city, county, or city and county to prepare and adopt a general plan for its jurisdiction that contains certain mandatory elements, including a housing element. Under existing law, a part of the housing element is an assessment of housing needs, which includes the locality's share of the regional housing need. Under existing law the appropriate council of

governments, or for cities and counties without a council of governments, the Department of Housing and Community Development, adopts a final regional housing need plan that allocates a share of the regional housing need to each locality in the region. This bill would subject the final regional housing need plan to judicial review.

- [AB 1260](#) (Chen R) California Environmental Quality Act: exemptions: transportation-related projects.**
Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)
Introduced: 2/19/2021
Status: 2/22/2021-Read first time.
Summary: CEQA includes exemptions from its environmental review requirements for numerous categories of projects, including, among others, projects for the institution or increase of passenger or commuter services on rail or highway rights-of-way already in use and projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission transit buses. This bill would further exempt from the requirements of CEQA projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission trains.
- [AB 1291](#) (Frazier D) State bodies: open meetings.**
Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)
Introduced: 2/19/2021
Status: 2/22/2021-Read first time.
Summary: Current law provides that, subject to certain exceptions and reasonable regulations, the state body shall provide members of the public an opportunity to directly address the state body on agenda items. Current law authorizes the state body to limit the amount of time allotted for each member of the public to speak, but specifies that members of the public who use translators shall be given twice that allotted amount of time. This bill would also require a state body, when it limits time for public comment, to provide at least twice the allotted time to a member of the public who utilizes translating technology to address the state body. The bill would additionally make technical, nonsubstantive changes.
- [AB 1297](#) (Holden D) California Infrastructure and Economic Development Bank: public and economic development facilities: housing.**
Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)
Introduced: 2/19/2021
Status: 2/22/2021-Read first time.
Summary: The Bergeson-Peace Infrastructure and Economic Development Bank Act defines "public development facilities" for specified purposes to mean real and personal property, structures, conveyances, equipment, thoroughfares, buildings, and supporting components thereof, excluding any housing, that are directly related to providing, among other things, housing-related infrastructure, as specified. The act defines "economic development facilities" for these purposes to mean real and personal property, structures, buildings, equipment, and supporting components thereof that are used to provide industrial, recreational, research, commercial, utility, goods movement, or service enterprise facilities, community, educational, cultural, or social welfare facilities and any parts or combinations thereof, and all necessary facilities or infrastructure, excluding any housing. This bill would specify that public development and economic development facilities do not include housing that is financed by any tax-exempt bonds issued by the California Infrastructure and Economic Development Bank and subject to a state allocation of private activity bond volume.
- [AB 1312](#) (Rodriguez D) Vehicular fuels: renewable and clean hydrogen: income tax: credit.**
Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)
Introduced: 2/19/2021
Status: 2/22/2021-Read first time.
Summary: Would allow a green hydrogen, as defined, production facility and distribution credit against the personal income and corporate income taxes for each taxable year beginning on or after January 1, 2023, and before January 1, 2033, to a qualified taxpayer for qualified building or qualified distribution costs, or both, as defined. The bill would also allow a hydrogen infrastructure credit against those taxes for each taxable year beginning on or after January 1, 2023, and before January 1, 2033, to a qualified taxpayer for qualified building costs, as defined. The bill would decrease the green hydrogen production facility and distribution credit as the amount of green hydrogen produced on average per day in the state increases and would decrease the hydrogen infrastructure credit as the number of public hydrogen fueling stations in operation in the state increases.
- [AB 1337](#) (Lee D) Transportation: transit district policing responsibilities.**
Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)
Introduced: 2/19/2021
Status: 2/22/2021-Read first time.
Summary: Under current law, a person who enters or remains upon any land, facilities, or vehicles owned, leased, or possessed by specified transit entities that are used to provide public transportation by rail or passenger bus, or are directly related to that use, without permission, or

whose entry, presence, or conduct upon the property interferes with, interrupts, or hinders the safe and efficient operation of the transit-related facility, is guilty of a misdemeanor. This bill would specify that a person who enters or remains upon any property, facilities, or vehicles upon which the applicable transit entity owes policing responsibilities to a local government pursuant to an operations and maintenance agreement or similar interagency agreement without permission, or whose entry, presence, or conduct upon that property interferes with, interrupts, or hinders the safe and efficient operation of the transit-related facility, is guilty of a misdemeanor.

[AB 1384](#) (Gabriel D) Resiliency Through Adaptation, Economic Vitality, and Equity Act of 2022.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-Read first time.

Summary: Would require the Strategic Growth Council to develop and coordinate a strategic resiliency framework that makes recommendations and identifies actions that are necessary to prepare the state for the most significant climate change impacts modeled for 2025, 2050, and beyond, among other goals. The bill would require state agencies identified in the strategic resiliency framework to collaboratively engage with regional entities to enhance policy and funding coordination and promote regional solutions and implementation and to proactively engage vulnerable communities whose planning and project development efforts have been disproportionately impacted by climate change, as provided. The bill would authorize the Treasurer, and the financing authorities that the Treasurer chairs, to assist state agencies by leveraging public and private capital investment to help with loans and other incentives to attain the goals identified in the strategic resiliency framework.

[AB 1445](#) (Levine D) Planning and zoning: regional housing need allocation: climate change impacts.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-Read first time.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other mandatory elements, a housing element. For the 4th and subsequent revisions of the housing element, current law requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region. Current law requires the appropriate council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each city, county, or city and county, as provided. Current law requires that the final regional housing plan adopted by a council of governments, or a delegate subregion, as applicable, be based on a methodology that includes specified factors, and similarly requires that the department take into consideration specified factors in distributing regional housing need, as provided. This bill would require that a council of governments, a delegate subregion, or the department, as applicable, additionally consider among these factors emergency evacuation route capacity, wildfire risk, sea level rise, and other impacts caused by climate change.

[AB 1499](#) (Daly D) Transportation: design-build: highways.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-Read first time.

Summary: Current law authorizes regional transportation agencies, as defined, to utilize design-build procurement for projects on or adjacent to the state highway system. Current law also authorizes those regional transportation agencies to utilize design-build procurement for projects on expressways that are not on the state highway system, as specified. Current law repeals these provisions on January 1, 2024, or one year from the date that the Department of Transportation posts on its internet website that the provisions described below related to construction inspection services for these projects have been held by a court to be invalid. This bill would delete the January 1, 2024, repeal date, thus extending the above provisions indefinitely.

[AB 1519](#) (Gallagher R) Los Angeles County Metropolitan Transportation Authority.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-Read first time.

Summary: Current law vests the Los Angeles County Metropolitan Transportation Authority with specified powers and duties relative to transportation planning, programming, and operations in the County of Los Angeles. Current law provides that, on the date of the merger of the Los Angeles Metropolitan Transit Authority with the Southern California Rapid Transit District, which occurred in 1964, all employees of the transit authority became employees of the district with all of the same rights, privileges, and compensation they had as employees of the authority. This bill would make nonsubstantive changes to the latter provision.

[AB 1544](#) (Nazarian D) Cultural heritage: protection of items and places of cultural and historical interest.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-Read first time.

Summary: Would express the intent of the Legislature to later enact legislation to protect precious and irreplaceable items and places of cultural and historical interest by prohibiting public entities from, and urging private entities to refrain from, engaging with individuals and entities who have destroyed, vandalized, scavenged, stolen from, or otherwise despoiled, artifacts, items, or structures in any place of cultural and historical interest anywhere in the world.

AB 1547 (Reyes D) Air pollution: warehouse facilities.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-Read first time.

Summary: Current law regulates the emissions of air pollution. Current law designates air pollution control districts and air quality management districts as having the primary responsibility for the control of air pollution from all sources other than vehicular sources, subject to the powers and duties of the State Air Resources Board. Current law designates the state board as having the primary responsibility for the control of air pollution from vehicular sources. This bill would state the intent of the Legislature to enact subsequent legislation relating to air pollution at warehouse facilities.

ACA 1 (Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: vote approval.

Current Text: Introduced: 12/7/2020 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 12/8/2020-From printer. May be heard in committee January 7.

Summary: The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

ACA 5 (Voepel R) Motor vehicles: fuel taxes, sales and use taxes, and fees: expenditure restrictions.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-Read first time.

Summary: The California Constitution restricts the expenditure of revenues from taxes imposed by the state on fuels used in motor vehicles upon public streets and highways to street and highway and certain mass transit purposes. These restrictions do not apply to revenues from taxes or fees imposed under the Sales and Use Tax Law or the Vehicle License Fee Law. This measure would explicitly restrict the expenditure of all interest earned and other increment derived from the investment of those tax revenues and any proceeds from the lease or sale of real property acquired using those tax revenues only for the purposes described above.

SB 5 (Atkins D) Housing: bond act.

Current Text: Introduced: 12/7/2020 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 1/28/2021-Referred to Com. on RLS.

Summary: Would state the intent of the Legislature to enact legislation that would authorize the issuance of bonds and would require the proceeds from the sale of those bonds to be used to finance housing-related programs that serve the homeless and extremely low income and very low income Californians.

SB 7 (Atkins D) Environmental quality: Jobs and Economic Improvement Through Environmental Leadership Act of 2021.

Current Text: Amended: 2/18/2021 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 2/23/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 0.) (February 22). Re-referred to Com. on APPR. Set for hearing February 25.

Summary: Would enact the Jobs and Economic Improvement Through Environmental Leadership Act of 2021, which would reenact the former leadership act, with certain changes, and would authorize the Governor, until January 1, 2024, to certify projects that meet specified requirements for streamlining benefits related to CEQA. The bill would additionally include housing development projects, as defined, meeting certain conditions as projects eligible for certification. The bill would, except for those housing development projects, require the quantification and mitigation of the impacts of a project from the

emissions of greenhouse gases, as provided. The bill would revise and recast the labor-related requirements for projects undertaken by both public agencies and private entities. The bill would provide that the Governor is authorized to certify a project before the lead agency certifies the final EIR for the project.

- [SB 44](#) (Allen D) California Environmental Quality Act: streamlined judicial review: environmental leadership transit projects.**
Current Text: Introduced: 12/7/2020 [html](#) [pdf](#)
Introduced: 12/7/2020
Status: 1/28/2021-Referred to Coms. on EQ. and JUD.
Summary: Would require the Judicial Council, on or before April 1, 2022, to adopt rules of court establishing procedures requiring actions or proceedings seeking judicial review pursuant to CEQA or the granting of project approvals, including any appeals to the court of appeal or the Supreme Court, to be resolved, to the extent feasible, within 270 days of the filing of the certified record of proceedings with the court to an action or proceeding seeking judicial review of the lead agency's action related to an environmental leadership transit project. The bill would require the environmental leadership transit project to meet certain labor requirements.
- [SB 66](#) (Allen D) California Council on the Future of Transportation: advisory committee: autonomous vehicle technology.**
Current Text: Introduced: 12/7/2020 [html](#) [pdf](#)
Introduced: 12/7/2020
Status: 1/28/2021-Referred to Com. on RLS.
Summary: Would require the Secretary of Transportation to establish an advisory committee, the California Council on the Future of Transportation, to provide the Governor and the Legislature with recommendations for changes in state policy to ensure that as autonomous vehicles are deployed, they enhance the state's efforts to increase road safety, promote equity, and meet public health and environmental objectives. The bill would require the council to be chaired by the secretary and consist of at least 22 additional members, selected by the chair or designated, as specified, who represent, among others, transportation workers, various state and local agencies, and a disability rights organization.
- [SB 210](#) (Wiener D) Automated license plate recognition systems: use of data.**
Current Text: Introduced: 1/12/2021 [html](#) [pdf](#)
Introduced: 1/12/2021
Status: 1/28/2021-Referred to Com. on JUD.
Summary: Current law authorizes the Department of the California Highway Patrol to retain license plate data captured by license plate reader technology, also referred to as an automated license plate recognition (ALPR) system, for not more than 60 days unless the data is being used as evidence or for the investigation of felonies. Current law authorizes the department to share that data with law enforcement agencies for specified purposes and requires both an ALPR operator and an ALPR end user, as those terms are defined, to implement a usage and privacy policy regarding that ALPR information, as specified. Current law requires that the usage and privacy policy implemented by an ALPR operator or an ALPR end user include the length of time ALPR information will be retained and the process the ALPR operator and ALPR end user will utilize to determine if and when to destroy retained ALPR information. This bill would include in those usage and privacy policies a requirement that ALPR data that does not match a hot list be destroyed within 24 hours.
- [SB 261](#) (Allen D) Regional transportation plans: sustainable communities strategies.**
Current Text: Introduced: 1/27/2021 [html](#) [pdf](#)
Introduced: 1/27/2021
Status: 2/22/2021-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)
Summary: current law requires certain transportation planning agencies to prepare and adopt a regional transportation plan directed at achieving a coordinated and balanced regional transportation system. Certain of these agencies are designated under federal law as metropolitan planning organizations. Existing law requires that each regional transportation plan include a sustainable communities strategy developed to achieve greenhouse gas emission reduction targets for the automobile and light truck sector for 2020 and 2035 established by the State Air Resources Board. The bill would require that the sustainable communities strategy be developed to additionally achieve greenhouse gas emission reduction targets for the automobile and light truck sector for 2045 and 2050 and vehicle miles traveled reduction targets for 2035, 2045, and 2050 established by the board. The bill would make various conforming changes to integrate those additional targets into regional transportation plans.
- [SB 274](#) (Wieckowski D) Local government meetings: agenda and documents.**
Current Text: Introduced: 1/29/2021 [html](#) [pdf](#)
Introduced: 1/29/2021

Status: 2/22/2021-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: The Ralph M. Brown Act, requires meetings of the legislative body of a local agency to be open and public and also requires regular and special meetings of the legislative body to be held within the boundaries of the territory over which the local agency exercises jurisdiction, with specified exceptions. Current law authorizes a person to request that a copy of an agenda, or a copy of all the documents constituting the agenda packet, of any meeting of a legislative body be mailed to that person. This bill would require a local agency with an internet website, or its designee, to email a copy of, or website link to, the agenda or a copy of all the documents constituting the agenda packet if the person requests that the items be delivered by email. If a local agency determines it to be technologically infeasible to send a copy of the documents or a link to a website that contains the documents by mail or by other electronic means, the bill would require the legislative body or its designee to send by mail a copy of the agenda or a website link to the agenda and to mail a copy of a other documents constituting the agenda packet, as specified.

SB 290 (Skinner D) Density Bonus Law: qualifications for incentives or concessions: student housing for lower income students: moderate-income persons and families: local government constraints.

Current Text: Introduced: 2/1/2021 [html](#) [pdf](#)

Introduced: 2/1/2021

Status: 2/24/2021-Set for hearing March 18.

Summary: Current law requires the amount of a density bonus and the number of incentives or concessions a qualifying developer receives to be pursuant to a certain formula based on the total number of units in the housing development, as specified. This bill would require a unit designated to satisfy the inclusionary zoning requirements of a city or county to be included in the total number of units on which a density bonus and the number of incentives or concessions are based. The bill would require a city or county to grant one incentive or concession for a student housing development project that will include at least 20% of the total units for lower income students.

SB 339 (Wiener D) Vehicles: road usage charge pilot program.

Current Text: Introduced: 2/8/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 2/22/2021-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Current law requires the Chair of the California Transportation Commission to create a Road Usage Charge (RUC) Technical Advisory Committee in consultation with the Secretary of Transportation. Under existing law, the purpose of the technical advisory committee is to guide the development and evaluation of a pilot program to assess the potential for mileage-based revenue collection as an alternative to the gas tax system. Current law requires the technical advisory committee to study RUC alternatives to the gas tax, gather public comment on issues and concerns related to the pilot program, and make recommendations to the Secretary of Transportation on the design of a pilot program, as specified. Existing law repeals these provisions on January 1, 2023. This bill would extend the operation of these provisions until January 1, 2027.

SB 342 (Gonzalez D) Environmental justice.

Current Text: Introduced: 2/9/2021 [html](#) [pdf](#)

Introduced: 2/9/2021

Status: 2/22/2021-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Current law requires the Secretary for Environmental Protection to convene a Working Group on Environmental Justice composed of various representatives, as specified, to assist the California Environmental Protection Agency in developing an agencywide environmental justice strategy. This bill would state the intent of the Legislature to enact subsequent legislation to increase environmental justice representation at a local level.

SB 415 (Melendez R) Transportation finance: motor vehicle fuel tax.

Current Text: Introduced: 2/12/2021 [html](#) [pdf](#)

Introduced: 2/12/2021

Status: 2/22/2021-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Article XIX of the California Constitution restricts the expenditure of revenues from the motor vehicle fuel tax and other taxes imposed by the state on fuels used in motor vehicles upon public streets and highways to street and highway and certain mass transit purposes. Current law requires a portion of the net revenues from that tax on motor vehicle fuel to be apportioned monthly among counties and cities pursuant to a specified formula, which includes a requirement that the base sum be computed using a specified metric. This bill would require the base sum to be calculated, rather than computed, using that metric and that the calculation of the apportionment be disclosed and made available to the public.

[SB 439](#) (Archuleta D) Renewable hydrogen.**Current Text:** Introduced: 2/16/2021 [html](#) [pdf](#)**Introduced:** 2/16/2021**Status:** 2/22/2021-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)**Summary:** Would authorize a gas corporation that serves an area that will host the 2028 Olympics to identify and propose a renewable hydrogen project, as defined, or multiple projects, in cooperation with the United States Olympic Paralympic Committee, the City of Los Angeles, or the County of Los Angeles to achieve described purposes. If a renewable hydrogen project is identified and proposed, the bill would authorize the gas corporation to file an application with the PUC for approval to undertake the project or projects. The bill would require the PUC to approve, or modify and approve, a project or projects and associated investments in renewable hydrogen and hydrogen-related infrastructure, and to authorize recovery of those expenses incurred through a reasonable cost recovery mechanism.**[SB 475](#) (Cortese D) Transportation planning: sustainable communities strategies.****Current Text:** Introduced: 2/17/2021 [html](#) [pdf](#)**Introduced:** 2/17/2021**Status:** 2/22/2021-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)**Summary:** Current law requires certain transportation planning activities by designated regional transportation planning agencies, including development of a regional transportation plan. Certain of these agencies are designated under federal law as metropolitan planning organizations. As part of a regional transportation plan, current law requires a metropolitan planning organization to adopt a sustainable communities strategy, which is designed to achieve certain targets established by the State Air Resources Board for the reduction of greenhouse gas emissions from automobiles and light trucks in the region. Existing law, to the extent the sustainable communities strategy is unable to achieve the greenhouse gas emissions reduction targets, requires the affected metropolitan planning organization to prepare an alternative planning strategy showing how the targets may be achieved through alternative development patterns, infrastructure, or additional transportation measures or policies. This bill would state the intent of the Legislature to enact subsequent legislation that would make various changes to these provisions.**[SB 499](#) (Leyva D) General plan: land use element: uses adversely impacting health outcomes.****Current Text:** Introduced: 2/17/2021 [html](#) [pdf](#)**Introduced:** 2/17/2021**Status:** 2/22/2021-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)**Summary:** Would prohibit the land use element from designating land uses that have the potential to significantly degrade local air, water, or soil quality or to adversely impact health outcomes in disadvantaged communities to be located, or to materially expand, within or adjacent to a disadvantaged community or a racially and ethnically concentrated area of poverty. By expanding the duties of cities and counties in the administration of their land use planning duties, the bill would impose a state-mandated local program.**[SB 527](#) (Melendez R) Greenhouse Gas Reduction Fund: high-speed rail: Salton Sea restoration.****Current Text:** Introduced: 2/17/2021 [html](#) [pdf](#)**Introduced:** 2/17/2021**Status:** 2/22/2021-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)**Summary:** Would eliminate the continuous appropriation of 25% of the annual proceeds of Greenhouse Gas Reduction Fund to the High-Speed Rail Authority on June 30, 2022. The bill, beginning with the 2022–23 fiscal year, would annually transfer 25% of the annual proceeds of the Greenhouse Gas Reduction Fund to the Salton Sea Restoration Fund. This bill contains other existing laws.**[SB 542](#) (Limón D) Zero-emission vehicles: fees.****Current Text:** Introduced: 2/18/2021 [html](#) [pdf](#)**Introduced:** 2/18/2021**Status:** 2/22/2021-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)**Summary:** Current law, commencing July 1, 2020, imposes a road improvement fee of \$100 to be paid to the Department of Motor Vehicles for registration or renewal of registration of every zero-emission motor vehicle with a model year of 2020 or later, as specified. Current law requires the department to deposit revenues from the road improvement fee, after deducting administrative costs, in the Road Maintenance and Rehabilitation Account within the State Transportation Fund. This bill would repeal those provisions. This bill contains other related provisions.**[SB 563](#) (Allen D) Second Neighborhood Infill Finance and Transit Improvements Act: housing**

developments: homelessness prevention programs: enhanced infrastructure financing plan adoption process.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/22/2021-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Current law authorizes the legislative body of a city or county to propose the establishment of an enhanced infrastructure financing district, with a governing body referred to as a public financing authority, to finance public capital facilities or other specified projects of communitywide significance. Current law requires the proceedings for the establishment of the district to be instituted by the adoption of a specified resolution and requires an infrastructure financing plan to be prepared, as specified. Current law requires a copy of the resolution and the plan to be sent to each landowner within the district. Current law requires the public financing authority to consider the adoption of the plan at 3 public hearings and, at the 3rd hearing, terminate the proceedings, adopt the plan, or call an election depending on the percentage of the combined number of landowners and residents in the area who are at least 18 years of age who file a protest. If an election is called, existing law makes adoption of the plan dependent on the vote of that population. This bill, instead, would make the above-described plan adoption process dependent on the percentage of the combined number of registered voters in the area and landowners who file a protest and on the vote of that population.

SB 580

(Hueso D) Department of Transportation: highways and roads: recycled plastics study and specifications.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/22/2021-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Would authorize the department to conduct a study to assess the feasibility, cost effectiveness, and life-cycle environmental benefits of including recycled plastics in asphalt used as a paving material in the construction, maintenance, or rehabilitation of a highway or road. If the department determines that this use of recycled plastics is feasible and that recycled plastics can be included in asphalt in a manner that is cost effective and provides life-cycle environmental benefits, the bill would authorize the department to establish specifications for including recycled plastics in asphalt used as a paving material in the construction, maintenance, and rehabilitation of a highway or road. The bill would require the department to prepare and submit, on or before January 1 of each year, commencing January 1, 2023, an analysis to the Assembly Committee on Transportation and the Senate Committee on Transportation on its progress studying recycled plastics and its progress toward establishing specifications for including recycled plastics in asphalt, as described above.

SB 606

(Gonzalez D) Workplace safety: citations: employer retaliation.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/22/2021-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Current law gives the Division of Occupational Safety and Health, within the Department of Industrial Relations, the power, jurisdiction, and supervision over every employment and place of employment in this state, which is necessary to adequately enforce and administer all laws requiring that employment and places of employment be safe, and requiring the protection of the life, safety, and health of every employee in that employment or place of employment. Current law requires the division to enforce all occupational safety and health standards, as specified, and to issue a citation for a violation relating to those standards. This bill would require the division to issue a citation to an egregious employer, as defined, for each willful violation, and each employee exposed to that violation would be required to be considered a separate violation for purposes of the issuance of fines and penalties, as provided.

SB 623

(Newman D) Electronic toll and transit fare collection systems.

Current Text: Introduced: 2/18/2021 [html](#) [pdf](#)

Introduced: 2/18/2021

Status: 2/22/2021-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Current law requires the Department of Transportation, in cooperation with the Golden Gate Bridge, Highway and Transportation District and all known entities planning to implement a toll facility, to develop and adopt functional specifications and standards for an automatic vehicle identification system in compliance with specified objectives, and generally requires any automatic vehicle identification system purchased or installed after January 1, 1991, to comply with those specifications and standards. Current law authorizes operators of toll facilities on federal-aid highways engaged in an interoperability program to provide only specified information regarding a vehicle's use of the toll facility. This bill would authorize those operators to provide instead only the information specified in functional specifications and standards adopted by the department and operators of toll

SB 640 (Becker D) Transportation financing: jointly proposed projects.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-From printer. May be acted upon on or after March 24. Read first time. Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Current law provides for the deposit of various funds, including revenues from certain increases in fuel taxes and vehicle fees, for the program into the Road Maintenance and Rehabilitation Account. After certain allocations for the program are made, existing law requires the remaining funds available for the program to be continuously appropriated 50% for allocation to the department for maintenance of the state highway system or for the State Highway Operation and Protection Program and 50% for apportionment to cities and counties by the Controller pursuant to a specified formula. Current law requires a city or county to submit to the California Transportation Commission a list of proposed projects, as specified, to be eligible for an apportionment of those funds. This bill would authorize cities and counties to jointly submit to the commission a list of proposed projects to be funded by the cities and counties' apportionments of those funds, as specified.

SB 643 (Archuleta D) Fuel cell electric vehicle fueling infrastructure and fuel production: statewide assessment.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-From printer. May be acted upon on or after March 24. Read first time. Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Would require the State Air Resources Board, in consultation with the Energy Commission and the Public Utilities Commission, to prepare a statewide assessment of the fuel cell electric vehicle fueling infrastructure and fuel production needed to support the adoption of zero-emission trucks, buses, and off-road vehicles at levels necessary for the state to meet specified goals and requirements relating to vehicular air pollution. The bill would require the state board to update the assessment at least once every 2 years.

SB 657 (Ochoa Bogh R) Employment: electronic documents.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-From printer. May be acted upon on or after March 24. Read first time. Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Current law regulates the wages, hours, and working conditions of any worker employed in any occupation, trade, or industry, whether compensation is measured by time, piece, or otherwise, except as specified. The bill would also authorize an employee working from home to receive legally required notices and postings electronically and sign or acknowledge certain documents electronically.

SB 662 (Archuleta D) Energy: transportation sector: green hydrogen.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-From printer. May be acted upon on or after March 24. Read first time. Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Would require, on or before July 1, 2022, the State Air Resources Board to develop and implement regulations to require that, by December 31, 2024, on a statewide basis, not less than 44% of the hydrogen produced or dispensed in California for motor vehicles be green hydrogen, as defined. The bill would require that the green hydrogen percentage be increased to 52% by December 31, 2027, 60% by December 31, 2030, and 100% by December 31, 2045.

SB 671 (Gonzalez D) Transportation: Clean Freight Corridor Efficiency Program.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-From printer. May be acted upon on or after March 24. Read first time. Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Would establish the Clean Freight Corridor Efficiency Program, to be jointly administered by the California Transportation Commission and State Air Resources Board, in coordination with other state entities. The bill would require the program to establish criteria for identifying qualifying freight corridors and define minimum requirements for clean truck corridors, surrounding local streets and roads, and associated facilities. The bill would require the program to identify California's 5 most-used freight corridors and objectives for improving the corridors, as specified, and identify projects and

Attachment: SBCTA Bill Report 22521 (7526 : State Legislative Update)

funding opportunities in these corridors.

SB 674 (Durazo D) Public Contracts: workforce development: transportation-related contracts.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-From printer. May be acted upon on or after March 24. Read first time. Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Would require relevant public agencies, as defined, to develop a program, known as the California Jobs Plan Program, to meet specified objectives, including, as a component of applications for covered public contracts, as defined, creation of a form that states the minimum numbers of proposed jobs that are projected to be retained and created if the applicant wins the covered public contract, and proposed wages, benefits, and investment in training. That component of the application would be known as the California Jobs Plan, as defined. Other objectives of the program, pursuant to the bill, would include supporting the hiring of displaced workers and individuals facing barriers to employment as defined; encouraging the development of the state's long-term green transportation and related infrastructure and manufacturing sector; and protecting public health by supporting the adoption of specific protections for worker health and safety.

SB 728 (Hertzberg D) Housing.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-From printer. May be acted upon on or after March 24. Read first time. Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Would state the intent of the Legislature to enact legislation that would prohibit state and local housing programs and incentives, including, but not limited to, programs under the Surplus Lands Act, local inclusionary housing ordinances, and the Density Bonus Law, from excluding, either explicitly or in effect, homeownership or for-sale opportunities for low-income individuals.

SB 790 (Stern D) Advance Mitigation Program: wildlife connectivity barriers.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-From printer. May be acted upon on or after March 24. Read first time. Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Current law creates the Advance Mitigation Program in the Department of Transportation to enhance communications between the department and stakeholders to, among other things, protect natural resources through project mitigation and accelerate project delivery. Current law authorizes the department, for the purpose of implementing the program, to develop a programmatic mitigation plan to address the potential environmental impacts of future transportation projects for the purpose of required mitigation approved by federal, state, and local agencies. Current law creates the Advance Mitigation Account and continuously appropriates moneys in the account for purposes of the program, and specifies what those funds can be used for. This bill would additionally authorize those funds to be used to modify or remove wildlife connectivity barriers not covered by existing regulatory programs.

SB 793 (Wiener D) Vehicles: road usage charge pilot program.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-From printer. May be acted upon on or after March 24. Read first time. Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Current law requires the Chair of the California Transportation Commission to create a Road Usage Charge (RUC) Technical Advisory Committee in consultation with the Secretary of Transportation. Under existing law, the purpose of the technical advisory committee is to guide the development and evaluation of a pilot program to assess the potential for mileage-based revenue collection as an alternative to the gas tax system. Current law requires the technical advisory committee to study RUC alternatives to the gas tax, gather public comment on issues and concerns related to the pilot program, and make recommendations to the Secretary of Transportation on the design of a pilot program, as specified. Existing law repeals these provisions on January 1, 2023. This bill would extend the operation of these provisions until January 1, 2024.

SB 798 (Wieckowski D) Trade Corridor Enhancement Account.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-From printer. May be acted upon on or after March 24. Read first time. Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: Current law creates the Trade Corridor Enhancement Account to receive revenues attributable to 50% of a \$0.20 per gallon increase in the diesel fuel excise tax imposed by the Road Repair and Accountability Act of 2017 for corridor-based freight projects nominated by local agencies and the state. Current law makes these funds and certain federal funds apportioned to the state available upon appropriation for allocation by the California Transportation Commission for trade infrastructure improvement projects that meet specified requirements. This bill would make nonsubstantive changes to this provision.

SB 809 (Allen D) Regional housing trusts.

Current Text: Introduced: 2/19/2021 [html](#) [pdf](#)

Introduced: 2/19/2021

Status: 2/22/2021-From printer. May be acted upon on or after March 24. Read first time. Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

Summary: The Joint Exercise of Powers Act authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Current law authorizes the agreement to set forth the manner by which the joint powers authority will be governed. This bill would state the intent of the Legislature to enact legislation that would require all local governments to participate in a regional housing trust fund.

SCA 2 (Allen D) Public housing projects.

Current Text: Introduced: 12/7/2020 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 12/8/2020-From printer. May be acted upon on or after January 7.

Summary: The California Constitution prohibits the development, construction, or acquisition of a low-rent housing project, as defined, in any manner by any state public body until a majority of the qualified electors of the city, town, or county in which the development, construction, or acquisition of the low-rent housing project is proposed approve the project by voting in favor at an election, as specified. This measure would repeal these provisions.

SCA 4 (Wilk R) Legislature: 2-year budget.

Current Text: Introduced: 2/17/2021 [html](#) [pdf](#)

Introduced: 2/17/2021

Status: 2/18/2021-From printer. May be acted upon on or after March 20.

Summary: Would limit the Legislature, in the first year of the regular session, to considering or acting upon only the Budget Bill and related bills, and up to 5 bills introduced by each of the standing committees of the Legislature, as specified. The measure would require the Governor to submit to the Legislature a budget for the ensuing 2 fiscal years within the first 10 days of the first calendar year of the biennium of the legislative session, and would require the Legislature to adopt by June 15 of the first calendar year of the biennium of the legislative session a Budget Bill that appropriates funds to support state government for the next 2-year fiscal period commencing on July 1. The measure, in the second year of the regular session, would limit the Legislature to considering or acting upon only legislation other than the Budget Bill and related bills. The Legislature, by a 2/3 vote of each house, would be authorized, however, to amend an enacted Budget Bill and related bills in both calendar years of the biennium.

Total Measures: 96

Total Tracking Forms: 96

Minute Action

AGENDA ITEM: 23

Date: April 7, 2021

Subject:

Bill Position Recommendation

Recommendation:

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

Receive and file the action of the Legislative Policy Committee on March 10, 2021, to support and sponsor Assembly Bill 1260 (Chen).

Background:

Assembly Bill (AB) 1260 (Chen)

California Environmental Quality Act: exemptions: transportation-related projects.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment.

CEQA included exemptions from its environmental review requirements for numerous categories of projects, including, among others, projects for the institution or increase of passenger or commuter services on rail or highway right-of-way already in use and projects for the institution or increase of passenger or commuter service on high-occupancy vehicle lanes already in use, as specified.

Senate Bill (SB) 288 by Senator Scott Weiner was passed by the State Legislature in August 2020 and signed by Governor Gavin Newsom in September 2020. SB 288 expanded the CEQA exemptions to certain affordable housing projects, as well as certain transportation projects, including projects for the institution or increase of new bus rapid transit, bus, or light rail services on public rail or highway right-of-way and also projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission transit buses. The bill would repeal the exemptions on January 1, 2023.

This bill:

AB 1260 would further extend the exemptions outlined in SB 288 to now include: *A project to construct or maintain infrastructure to charge or refuel zero-emission trains, provided the project is carried out by a public transit agency and the project is located on property owned by a transit agency or within an existing public right-of-way.*

Staff Recommendation:

Given that San Bernardino County Transportation Authority (SBCTA) is actively developing zero-emission rail vehicles for use on the Redlands Passenger Rail Project service line, and potentially beyond, the CEQA exemptions included in AB 1260 for infrastructure to charge or refuel zero-emission trains could have significant cost and time savings in delivering those projects. Staff recommends that SBCTA/San Bernardino Associated Governments (SBCOG) take a support / sponsor position on AB 1260. Per the SBCTA 2021-2022 State Legislative

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

Board of Directors Agenda Item

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Platform, the agency supports efforts to “Revise the CEQA to streamline the environmental review process, to improve timelines for project approvals and avoid costly duplicative steps while maintaining critical environmental protections.”

Note action taken by the Legislative Policy Committee on March 10, 2021, on behalf of the SBCTA and SBCOG, a support/sponsor position on Assembly Bill 1260 (Chen). This is consistent with the SBCTA/SBCOG 2020/2021 State Legislative Platform.

Bill text of AB 1260 can be found in Attachment A.

Financial Impact:

This item has no financial impact to the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Legislative Policy Committee on March 10, 2021.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

ASSEMBLY BILL

No. 1260

Introduced by Assembly Member Chen

February 19, 2021

An act to amend Section 21080.25 of the Public Resources Code, relating to environmental quality.

LEGISLATIVE COUNSEL’S DIGEST

AB 1260, as introduced, Chen. California Environmental Quality Act: exemptions: transportation-related projects.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment.

CEQA includes exemptions from its environmental review requirements for numerous categories of projects, including, among others, projects for the institution or increase of passenger or commuter services on rail or highway rights-of-way already in use and projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission transit buses.

Attachment: AB 1260 (7528 : Bill Position Recommendations)

This will would further exempt from the requirements of CEQA projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission trains.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 21080.25 of the Public Resources Code
2 is amended to read:
3 21080.25. (a) For purposes of this section, the following
4 definitions apply:
5 (1) “Affordable housing” means any of the following:
6 (A) Housing that is subject to a recorded covenant, ordinance,
7 or law that restricts rents or sales prices to levels affordable, as
8 defined in Section 50052.5 or 50053 of the Health and Safety
9 Code, to persons and families of moderate, lower, or very low
10 income, as defined in Section 50079.5, 50093, or 50105 of the
11 Health and Safety Code, respectively.
12 (B) Housing that is subject to any form of rent or price control
13 through a public entity’s valid exercise of its police power.
14 (C) Housing that had been occupied by tenants within five years
15 from the date of approval of the development agreement by a
16 primary tenant who was low income and did not leave voluntarily.
17 (2) “Highway” means a way or place of whatever nature,
18 publicly maintained and open to the use of the public for purposes
19 of vehicular travel. “Highway” includes a street.
20 (3) “New automobile capacity” means any new lane mileage
21 of any kind other than sidewalks or bike lanes.
22 (4) “Project labor agreement” has the same meaning as defined
23 in paragraph (1) of subdivision (b) of Section 2500 of the Public
24 Contract Code.
25 (5) “Skilled and trained workforce” has the same meaning as
26 provided in Chapter 2.9 (commencing with Section 2600) of Part
27 1 of Division 2 of the Public Contract Code.
28 (6) “Transit lanes” means street design elements that delineate
29 space within the roadbed as exclusive to transit use, either full or
30 part time.
31 (7) “Transit prioritization projects” means any of the following
32 transit project types on highways:

- 1 (A) Signal coordination.
2 (B) Signal timing modifications.
3 (C) Signal phasing modifications.
4 (D) The installation of wayside technology and onboard
5 technology.
6 (E) The installation of ramp meters.
7 (F) The installation of dedicated transit or very high occupancy
8 vehicle lanes, and shared turning lanes.
9 (8) “Very high occupancy vehicle” means a vehicle with six or
10 more occupants.
11 (b) This division does not apply to any of the following projects:
12 (1) Pedestrian and bicycle facilities, including new facilities.
13 For purposes of this paragraph, “bicycle facilities” include, but
14 are not limited to, bicycle parking, bicycle sharing facilities, and
15 bikeways as defined in Section 890.4 of the Streets and Highways
16 Code.
17 (2) Projects that improve customer information and wayfinding
18 for transit riders, bicyclists, or pedestrians.
19 (3) Transit prioritization projects.
20 (4) On highways with existing public transit service or that will
21 be implementing public transit service within six months of the
22 conversion, a project for the designation and conversion of general
23 purpose lanes or highway shoulders to bus-only lanes, for use
24 either during peak congestion hours or all day.
25 (5) A project for the institution or increase of new bus rapid
26 transit, bus, or light rail service, including the construction of
27 stations, on existing public rights-of-way or existing highway
28 rights-of-way, whether or not the right-of-way is in use for public
29 mass transit.
30 (6) A project to construct or maintain infrastructure to charge
31 or refuel zero-emission transit buses, provided the project is carried
32 out by a public transit agency that is subject to, and in compliance
33 with, the State Air Resources Board’s Innovative Clean Transit
34 regulations (Article 4.3 (commencing with Section 2023) of
35 Chapter 1 of Division 3 of Title 13 of the California Code of
36 Regulations) and the project is located on property owned by the
37 transit agency or within an existing public right-of-way.
38 (7) *A project to construct or maintain infrastructure to charge*
39 *or refuel zero-emission trains, provided the project is carried out*

1 *by a public transit agency and the project is located on property*
 2 *owned by a transit agency or within an existing public right-of-way.*

3 ~~(7)~~

4 (8) The maintenance, repair, relocation, replacement, or removal
 5 of any utility infrastructure associated with a project identified in
 6 paragraphs (1) to ~~(6)~~, (7), inclusive.

7 ~~(8)~~

8 (9) A project that consists exclusively of a combination of any
 9 of the components of a project identified in paragraphs (1) to ~~(7)~~,
 10 (8), inclusive.

11 ~~(9)~~

12 (10) A project carried out by a city or county to reduce minimum
 13 parking requirements.

14 (c) Except as provided in subdivision (e), a project exempt from
 15 this division under this section shall meet all of the following
 16 criteria:

17 (1) A public agency is carrying out the project and is the lead
 18 agency for the project.

19 (2) The project is located in an urbanized area.

20 (3) The project is located on or within an existing public
 21 right-of-way.

22 (4) The project shall not add physical infrastructure that
 23 increases new automobile capacity on existing rights-of-way except
 24 for minor modifications needed for the efficient and safe movement
 25 of transit vehicles, such as extended merging lanes. The project
 26 shall not include the addition of any auxiliary lanes.

27 (5) The construction of the project shall not require the
 28 demolition of affordable housing units.

29 (6) For a project exceeding one hundred million dollars
 30 (\$100,000,000) in 2020 United States dollars, a project exempt
 31 from this division under this section shall also meet all of the
 32 following:

33 (A) The project is incorporated in a regional transportation plan,
 34 sustainable communities strategy, general plan, or other plan that
 35 has undergone a programmatic-level environmental review
 36 pursuant to this division within 10 years of the approval of the
 37 project.

38 (B) The project's construction impacts are fully mitigated
 39 consistent with applicable law.

1 (C) (i) The lead agency shall complete and consider the results
2 of a project business case and a racial equity analysis. The Office
3 of Planning and Research may set standards for the project business
4 case and the racial equity analysis or delegate that authority to
5 metropolitan planning organizations.

6 (ii) The project business case required under this subparagraph
7 shall set forth the rationale for why the project should be
8 implemented to solve a problem or address an opportunity, outline
9 strategic goals and objectives of the project, evaluate other options
10 to achieve the project's objectives, describe the economic costs
11 and benefits of the project, describe the financial implications of
12 the project, and establish what is required to deliver and operate
13 the project.

14 (iii) The racial equity analysis required under this subparagraph
15 shall identify the racial equity impacts of the project, identify who
16 will benefit from and be burdened by the project, and, where
17 significant or disproportionate impacts exist, suggest strategies,
18 designs, or actions to mitigate those impacts.

19 (D) The lead agency shall hold noticed public meetings as
20 follows:

21 (i) Before determining that a project is exempt pursuant to this
22 section, the lead agency shall hold at least three noticed public
23 meetings in the project area to hear and respond to public
24 comments.

25 (ii) At least one of the three public meetings shall review the
26 project business case and the racial equity analysis. The review of
27 these documents does not inhibit or preclude application of this
28 section.

29 (iii) The lead agency shall conduct at least two noticed public
30 meetings annually during project construction for the public to
31 provide comments.

32 (iv) The public meetings held pursuant to clauses (i) to (iii),
33 inclusive, shall be in the form of either a public community
34 planning meeting held in the project area or in the form of a
35 regularly scheduled meeting of the governing body of the lead
36 agency.

37 (E) The lead agency shall give public notice of the meetings in
38 subparagraph (D) to the last known name and address of all the
39 organizations and individuals that have previously requested notice

1 and shall also give the general public notice using at least one of
2 the following procedures:

3 (i) Publication of the notice in a newspaper of general circulation
4 in the area affected by the project. If more than one area will be
5 affected, the notice shall be published in the newspaper of largest
6 circulation from among the newspapers of general circulation in
7 those areas.

8 (ii) Posting of the notice onsite and offsite in the area where the
9 project is located.

10 (iii) Posting of the notice on the lead agency's internet website
11 and social media accounts.

12 (d) (1) Except as provided in subdivision (e), in addition to the
13 requirements of subdivision (c), before granting an exemption
14 under this section, the lead agency shall certify that the project
15 will be completed by a skilled and trained workforce.

16 (2) (A) Except as provided in subparagraph (B), for a project
17 that is exempted under this section, the lead agency shall not enter
18 into a construction contract with any entity unless the entity
19 provides to the lead agency an enforceable commitment that the
20 entity and its subcontractors at every tier will use a skilled and
21 trained workforce to perform all work on the project or a contract
22 that falls within an apprenticeship occupation in the building and
23 construction trades in accordance with Chapter 2.9 (commencing
24 with Section 2600) of Part 1 of Division 2 of the Public Contract
25 Code.

26 (B) Subparagraph (A) does not apply if any of the following
27 requirements are met:

28 (i) The lead agency has entered into a project labor agreement
29 that will bind all contractors and subcontractors performing work
30 on the project or the lead agency has contracted to use a skilled
31 and trained workforce and the entity has agreed to be bound by
32 that project labor agreement.

33 (ii) The project or contract is being performed under the
34 extension or renewal of a project labor agreement that was entered
35 into by the lead agency before January 1, 2021.

36 (iii) The lead agency has entered into a project labor agreement
37 that will bind the lead agency and all its subcontractors at every
38 tier performing the project or the lead agency has contracted to
39 use a skilled and trained workforce.

1 (e) Subdivisions (c) and (d) do not apply to a project described
2 in paragraph ~~(9)~~ (10) of subdivision (b).

3 (f) If the lead agency determines that a project is not subject to
4 this division pursuant to this section, and the lead agency
5 determines to carry out that project, the lead agency shall file a
6 notice of exemption with the Office of Planning and Research and
7 the county clerk of the county in which the project is located in
8 the manner specified in subdivisions (b) and (c) of Section 21152.

9 (g) This section shall remain in effect only until January 1, 2023,
10 and as of that date is repealed.

Minute Action

AGENDA ITEM: 24

Date: April 7, 2021

Subject:

Update on the Chairs Roundtable regarding the 2028 Olympic Games

Recommendation:

Receive and file an update on the Chairs Roundtable regarding the 2028 Olympic Games.

Background:

In early December of 2020, Los Angeles (LA) City Mayor Eric Garcetti's transportation staff contacted San Bernardino County Transportation Authority (SBCTA) staff to discuss convening the Chairs of the Southern California transportation agencies for a conversation around shared priorities in preparation for the 2028 Olympic Games. Following several conversations with staff from SBCTA, Orange County Transportation Authority (OCTA), Los Angeles County Metropolitan Transportation Authority (LA Metro), Riverside County Transportation Commission (RCTC), Ventura County Transportation Commission (VCTC), and Southern California Regional Rail Authority (Metrolink), a meeting was scheduled for March 5, 2021 to convene the Chairs for a Roundtable conversation. SBCTA Chair Frank Navarro participated in the discussion that included a brief 2028 Olympic Games update from Doug Arnot, Senior Advisor, Sport and Games Management as well as Metrolink Chief Executive Officer Stephanie Wiggins about the importance of a more frequent Metrolink service for transit connectivity to the games. The participating agencies have agreed to work collaboratively with the LA Mayor's office and Olympic planning committees to identify important transportation projects that will reduce congestion and increase transit availability to related venues.

Financial Impact:

This item has no financial impact on the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item was received by the Legislative Policy Committee on March 10, 2021.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

Entity: San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 25

Date: April 7, 2021

Subject:

Update on the Freeway Service Patrol Program and 2020 Freeway Service Patrol Driver Recognition Awards

Recommendation:

Receive information pertaining to the Freeway Service Patrol (FSP) Program in San Bernardino County and acknowledge the 2020 FSP Driver Recognition Awards.

Background:

The San Bernardino County Transportation Authority (SBCTA) began its Freeway Service Patrol (FSP) Program in Fiscal Year (FY) 2005/2006. FSP consists of a fleet of tow trucks that travel on selected San Bernardino County freeways during peak periods of congestion to assist motorists with their disabled vehicles. The designated segment of highway that the tow trucks patrol up and down is referred to as a “Beat.” Over the years, the FSP Program has demonstrated many benefits to the motoring public by reducing the amount of time a motorist is in an unsafe condition, reducing traffic congestion, as well as decreasing fuel consumption, vehicle emissions, and secondary incidents. SBCTA began FSP operations in January 2006, and now has nine (9) separate Beats in operation covering more than 95 centerline miles. The services are provided Monday through Friday in two separate shifts to accommodate peak traffic hours: One from 5:30 a.m. to 9:00 a.m. and the other from 2:00 p.m. to 7:00 p.m. On Fridays, the afternoon shift starts at 12:00 p.m. FSP also operates in select areas on Saturdays and Sundays from 10:00 am to 6:00 pm. The weekday service areas are as follows:

- Beat 9: I-10 Indian Hill (Los Angeles County Line) to Haven Avenue
- Beat 10: I-10 Haven Avenue to Sierra Avenue
- Beat 11: I-10 Sierra Avenue to Waterman Avenue
- Beat 5: SR-60 Reservoir Street (Los Angeles County Line) to Milliken Avenue
- Beat 23: I-15 Jurupa Street (Riverside County Line) to Sierra Avenue
- Beat 14: I-215 Center Street (Riverside County Line) to Devore Road
- Beat 27: I-15 Sierra Avenue to Oak Hill Road
- Beat 29: I-10 Waterman Avenue to Yucaipa Boulevard
- Beat 31: SR-210 from Los Angeles County line to Citrus Avenue

Since the program’s inception, the FSP Program has assisted more than 600,000 motorists on San Bernardino County highways. The assists include services such as a flat tire change, a battery jump start, providing a gallon of gas, and performing driver safety checks, which is when a FSP Driver will check on a vehicle that is parked alongside the freeway to see if the motorist, if available, is in need of assistance and provides information on the FSP Program. FSP Drivers can also help a motorist when they have accidentally locked their keys in the car while stopped along the freeway.

In the 2020 calendar year, San Bernardino County FSP Drivers assisted more than 85,000 stranded motorists. Please see the chart below for assists by type:

Entity: San Bernardino County Transportation Authority

Assist Type	2020 count
ABANDONED	4669
ACCIDENT	7065
DEBRIS REMOVAL	3919
ELECTRICAL PROBLEM	1322
FLAT TIRE	10252
DRIVER SAFETY CHECK	41431
LOCKED OUT	21
MECHANICAL PROBLEM	9765
OUT OF GAS	3365
OVER HEATED	3515
VEHICLE FIRE	67
Total	85,391

In addition, SBCTA has provided construction FSP services in construction zones outside of FSP Beat areas or outside of the normal service hours. In 2020, construction FSP assisted with the SR-60 SWARM Project, and the I-10 Express Lanes Phase I Project. These efforts were coordinated by SBCTA, California Department of Transportation (Caltrans), and California Highway Patrol (CHP).

The FSP Program has received more than 17,000 survey comments from motorists that have been assisted by our FSP Drivers. Overall, 99.9% rated their experience as excellent or good.

For the past ten (10) years, SBCTA has recognized outstanding drivers for their excellence in providing assistance to the motoring public. One (1) Top Driver award, one (1) Driver of Excellence award, one (1) Most Assists award, one (1) Public Choice award and one (1) Rookie of the Year award.

Top Driver and Driver of Excellence awards are based on the following criteria:

1. The driver must perform a minimum of 1,000 assists in the prior calendar year.
2. The driver must not have any “write-ups” during the period (occurs when a driver does not follow FSP procedures).
3. The driver must not have any “late arrivals” when starting their Beat.
4. The driver’s accuracy rating when entering assist data into the data device must be high.
5. The driver received numerous compliments from the motorists they assisted.

Most Assists Award criteria:

1. The driver must not have any “write-ups” during the period (occurs when a driver does not follow FSP procedures).
2. The driver must not have any “late arrivals” when starting their Beat.
3. The driver’s number of yearly assists was the highest of all FSP Drivers in San Bernardino County.

Public Choice Award criteria:

1. The driver must perform a minimum of 1,000 assists in the prior calendar year.
2. The driver must not have any “write-ups” during the period (occurs when a driver does not follow FSP procedures).

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3. The driver must not have any “late arrivals” when starting their Beat.
4. The driver received the highest number of positive customer surveys within the calendar year.

Rookie of the Year criteria:

1. The driver has less than one year of service, but can be in their 4th quarter of the prior calendar year.
2. The driver must not have any “write-ups” during the period (occurs when a driver does not follow FSP procedures).
3. Ranks the highest among all Rookie statistics.
4. Performed excellent service in his/her first year as an FSP Driver.

The following drivers were recognized at the March 9th and March 23rd FSP quarterly drivers meeting by SBCTA FSP program management, CHP, and their peers for their outstanding efforts, high-level of professionalism, and the excellent customer service they provided to stranded motorists along San Bernardino County freeways:

- **Top Driver – Carlos Chavez of Steves Towing in Rancho Cucamonga.** Carlos has been with the San Bernardino FSP Program for more than seven (7) years and assisted more than 1,288 motorists during the 2020 calendar year.
- **Driver of Excellence – Hector Reyes of Pepe’s Towing Service in Colton.** Hector has been with the San Bernardino FSP Program for more than 15 years and assisted more than 3,924 motorists during the 2020 calendar year.
- **Most Assists Award – Rudy Jimenez of Steves Towing in Rancho Cucamonga.** Rudy has been with the San Bernardino FSP Program for more than 14 years and assisted more than 5,379 motorists during the 2020 calendar year.
- **Public Choice Award – German Fajardo of Royal Coaches Towing in Azusa.** German has been with the San Bernardino FSP Program for more than four (4) years and assisted more than 4,255 motorists during the 2020 calendar year.
- **Rookie of the Year – Bruce Walker of Pomona Valley Towing in Pomona.** Bruce has been with the San Bernardino FSP Program for one (1) year and assisted more than 2,186 motorists during the 2020 calendar year.

These drivers will be introduced at the April 2021 Board of Directors meeting to be recognized for their outstanding efforts, high-level of professionalism, and the excellent customer service they provided to stranded motorists along San Bernardino County freeways.

Financial Impact:

There is no financial impact related to this informational item. The San Bernardino County FSP Program receives an annual allocation from the State of California to implement FSP services, which is matched 20% by local revenues.

Reviewed By:

This item was received by the General Policy Committee on March 10, 2021.

Responsible Staff:

Jenny Herrera, Management Analyst III
San Bernardino County Transportation Authority

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Approved
Board of Directors
Date: April 7, 2021
Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 26

Date: April 7, 2021

Subject:

Capital Projects and Reserves Based on Policy No. 20600

Recommendation:

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

- A. Approve the updated Capital Improvement Plan for the Santa Fe Depot and for the Agency's Information Technology systems.
- B. Approve reserves for capital costs and emergency purposes based on Policy No. 20600, Funding Indirect Costs and Fund Balance Reserves.
- C. Review and provide direction relative to budgetary information to be included in the Indirect Fund for Fiscal Year 2021/2022 Budget.

Background:

San Bernardino County Transportation Authority (SBCTA) Policy No. 20600, Funding Indirect Costs and Fund Balance Reserves, delineates how indirect costs will be funded; establishes reserves for general purposes and capital improvements; establishes a fund to account for the indirect costs and the allocated revenue, fund balance, and reserves; and requires adoption of a five-year capital improvement plan as part of the annual budget to identify and plan accordingly for building improvements, maintenance, and information technology needs. Furthermore, the policy establishes a fund balance reserve policy for capital costs and general purposes such as emergencies and unexpected costs. The General Purpose Reserve shall be at least \$500,000 and shall not exceed 20% of indirect costs budgeted for the next budgetary fiscal year. A Capital Improvement Reserve is established for capital costs anticipated in the Capital Improvement Plan. The fund balance is available to pay for unexpected costs or cost increases due to cyclical activities.

Exhibit A is a summary of indirect costs of \$8,663,719 proposed for Fiscal Year 2021/2022. This represents an increase of \$261,568 from the current budget of \$8,402,151. Cost increases are a result of additional labor and fringe allocated to the Indirect Fund; Capital Improvement Plan for audio/visual equipment in the board room; and increase in professional services for security at the depot.

Exhibit B is a listing of capital improvement projects for the next eight years. Some of the projects have been delayed to future years based on funding availability. Capital projects for Fiscal Year 2021/2022 of \$73,000 are included in the proposed budget for Fiscal Year 2021/2022.

In accordance with Policy No. 20600, the allocation of revenue to the Indirect Fund is based on the percentage of full time equivalents budgeted for each major program of SBCTA. The allocation of revenue for Fiscal Year 2021/2022 also accounts for a "true-up" of the Fiscal Year 2019/2020 Indirect Fund allocations based on the actual staff time expended per program in that year. This resulted in increases to the Service Authority for Freeway Emergencies Fund and

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

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Local Transportation Fund, a reallocation of funds between various Measure I programs, and a decrease in the Council of Governments allocation. In instances of Measure I Valley Arterial and Valley Rail allocations, the reconciliation of Fiscal Year 2019/2020 revenues allocated to the Indirect Fund result in a transfer of Indirect Fund balance into those programs. Additionally, staff recommends to budget revenues at less than the budgeted expenditures since beginning fund balance is sufficient to maintain the reserves that were previously established. Staff will continue to monitor fund balances and indirect expenses to mitigate any funding shortfalls.

Per Policy No. 20600, the revenue that can be allocated to fund indirect costs and the reserves is derived from the following funding sources, which is based on budgeted Full Time Equivalents for Service Authority for Freeway Emergencies, Council of Governments and maximize Measure I allocation. A reconciliation of Fiscal Year 2019/2020 actual Indirect Fund allocations is included in the amounts allocated:

Funding Source	Amount
Local Transportation Fund – Administration	\$ 1,047,225
Local Transportation Fund – Planning	90,297
Service Authority for Freeway Emergencies Fund	204,990
Sales Tax MSI – Valley Freeway	3,503,212
Sales Tax MSI – Valley Interchange	2,044,626
Sales Tax MSI – Valley Grade Separation	357,393
Sales Tax MSI – Valley Arterial	(351,469)
Sales Tax MSI – Valley Rail	(198,682)
Sales Tax MSI – Valley Bus Rapid Transit	180,219
Sales Tax MSI – Victor Valley Major Local Highway	91,531
Sales Tax MSI – North Desert Major Local Highway	158,067
Sales Tax MSI – Colorado River Major Local Highway	725
Sales Tax MSI – Morongo Basin Major Local Highway	18,297
Sales Tax MSI – Mountain Major Local Highway	3,299
Council of Governments	109,759
Total Revenue allocation per Policy 20600	\$7,259,489
Santa Fe Depot Rental Income and other reimbursements	404,230
Total New Revenue to Cover Indirect Costs	\$7,663,719

Staff anticipates savings in the Indirect Fund during the current year and estimates the ending Fund Balance for Fiscal Year 2020/2021 at \$3,163,045. The projected revenue allocation of \$7,663,719, less estimated indirect costs of \$8,663,719, leaves a remaining balance of \$2,163,045 for reserves. Staff recommends approval of the capital improvement projects listed on Exhibit B and to maintain a General Purpose Reserve for emergencies of \$500,000 and a reserve for capital improvements of \$1,663,045 for future projects.

Financial Impact:

This item has no financial impact on the Fiscal Year 2020/2021 Budget. Capital Projects and Indirect Fund expenditures are proposed for the Fiscal Year 2021/2022 Budget.

Reviewed By:

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

San Bernardino Council of Governments
San Bernardino County Transportation Authority

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Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Exhibit A -
Budgeted Tasks to Indirect Fund

	0200	0206	0350	0400	0425	0450	0470	0500	0503	0605	0805	Fiscal Year 2021/2022 Budget
Salaries	\$ 468,045	\$ 1,978	\$ 255,161	\$ 581,508	\$ 131,825	\$ 161,513	\$ 135,575	\$ 930	\$ 51,441	\$ 120,263	\$ 57,003	\$ 1,965,242
Overtime	14,850	150	-	14,850	-	-	-	-	-	-	-	29,850
Fringe	543,593	2,396	287,236	671,321	148,395	181,815	152,617	1,047	57,907	135,380	64,168	2,245,875
Professional Services	30,000	-	16,800	150,000	111,000	395,695	2,725	-	164,200	120,000	6,260	996,680
Consulting Services	120,000	-	-	50,000	-	-	-	-	-	-	-	170,000
County Fees	-	-	-	100,000	-	-	-	-	-	-	-	100,000
Auditing & Accounting	-	-	-	300,000	-	-	-	-	-	-	-	300,000
Legal Fees	-	-	80,000	-	15,000	-	25,000	-	-	-	-	120,000
Claims	-	-	-	-	30,000	-	-	-	-	-	-	30,000
Security	-	-	-	-	-	-	-	-	-	-	178,537	178,537
Utilities	-	-	-	-	-	-	-	-	-	-	140,000	140,000
Maintenance-Buildings	-	-	-	-	-	-	-	-	-	-	878,534	878,534
Maintenance-Motor Vehicles	-	-	-	-	-	2,500	-	-	-	-	-	2,500
Maintenance-Office Equipment	1,500	-	-	-	-	-	-	-	-	-	-	1,500
Rentals-Office Equipment	55,000	-	-	-	-	-	-	-	-	-	-	55,000
General Liability Insurance	-	-	-	-	242,500	-	-	-	-	-	-	242,500
Umbrella Liability Insurance	-	-	-	-	81,000	-	-	-	-	-	-	81,000
Property Insurance	-	-	-	-	15,000	-	-	-	-	-	-	15,000
Crime Insurance	-	-	-	-	16,800	-	-	-	-	-	-	16,800
Automotive Insurance	-	-	-	-	1,500	-	-	-	-	-	-	1,500
Cyber Insurance	-	-	-	-	10,000	-	-	-	-	-	-	10,000
Dues/Memberships	26,000	-	1,820	3,000	1,200	-	1,650	-	2,000	10,000	-	45,670
Training/Registration	4,500	-	5,000	15,000	10,000	10,000	15,160	-	3,000	14,000	-	76,660
Postage	5,450	-	100	2,000	100	700	200	-	-	-	200	8,750
Travel Expense - Employee	8,000	-	5,500	3,000	3,000	1,000	3,000	-	1,500	10,000	-	35,000
Travel Expense-Mileage-Employee	1,500	-	200	3,000	1,000	200	500	-	2,000	2,500	-	10,900
Travel Expense-Other-Metrolink Tickets	-	-	-	-	50	-	-	-	-	-	-	50
Advertising	500	-	-	1,000	-	-	10,750	-	-	-	-	12,250
Public Information Activities	-	-	-	-	-	-	-	-	-	60,000	-	60,000
Printing - External	10,000	-	-	7,000	300	-	-	-	-	-	-	17,300
Printing - Internal	15,000	-	200	-	300	-	-	-	-	-	-	15,500
Communications	-	-	-	-	-	58,650	-	-	-	-	20,000	78,650
Record/Equipment Storage	55,000	-	-	-	-	-	-	-	-	-	-	55,000
Bank charges	-	-	-	8,000	160	-	-	-	-	-	-	8,160
Office Expense	30,000	-	-	-	-	1,500	1,000	-	-	-	13,729	46,229
Meeting Expense	3,000	-	500	2,000	500	200	15,000	-	1,000	2,500	-	24,700
Improvements OTBS	-	-	-	-	-	-	-	-	-	-	180,000	180,000
Office Furniture & Equipment	-	-	-	-	-	-	-	-	-	-	65,000	65,000
Office Equipment/Software-Inventorial	20,000	-	10,000	-	-	280,382	-	-	-	-	20,000	330,382
Computer Hardware & Software	-	-	-	-	-	13,000	-	-	-	-	-	13,000
Total	\$ 1,411,938	\$ 4,524	\$ 662,517	\$ 1,911,679	\$ 819,630	\$ 1,107,155	\$ 363,177	\$ 1,977	\$ 283,048	\$ 474,643	\$ 1,623,431	\$ 8,663,719

Task Descriptions:

0200 - Executive Administration and Support
 0206 - Data Program Management
 0350 - General Counsel

0400 - Financial Management
 0425 - Special Projects & Strategic Initiatives
 0450 - Management Services

0470 - Human Resources
 0500 - Fund Administration
 0503 - Legislation

0605 - Public Affairs
 0805 - Building Operation

Attachment: Exhibit A - Indirect Fund 2022 (7434 : Capital Projects and Reserves based on Policy No.

EXHIBIT B - CAPITAL IMPROVEMENT PLAN

Fiscal Year	Item Description	Estimated Cost
2021/2022	New Ipads for Board	13,000
	Board Room Sound System and Recorder	40,000
	Tile Lobby Train Bench Restoration	20,000
	Total Fiscal Year 2021/2022	<u>73,000</u>
2022/2023	Applicant Tracking System (Could be part of ERP system)	22,000
	Network Infrastructure (Servers, Switches, Firewalls, etc.)	225,000
	Tile Lobby Exterior Door Restoration and Nearby Window Trim	25,000
	SBCTA Carpet Replacement	165,000
	Parking Lot Slurry Seal/Stencil	100,000
	Automatic Door Upgrade for Tile Lobby	40,000
	Replace SUV	60,000
	Repair of Exterior Coating of the Depot & Painting of all Exterior Trim	150,000
Total Fiscal Year 2022/2023	<u>787,000</u>	
2023/2024	Painting interior of SBCTA offices	120,000
	Workstation Rotation Plan (Laptops/Desktops)	125,000
	HVAC Equipment Upgrade	500,000
Total Fiscal Year 2023/2024	<u>745,000</u>	
2024/2025		-
	Total Fiscal Year 2024/2025	<u>-</u>
2025/2026	Phone System	65,000
	On-premise Backup Appliance/Data Domains	50,000
Total Fiscal Year 2025/2026	<u>115,000</u>	
2026/2027	Tile Lobby and Restrooms Interior Painting	25,000
	Total Fiscal Year 2026/2027	<u>25,000</u>
2027/2028	Workstation Rotation Plan (Laptops/Desktops)	125,000
	Tile Lobby Exterior Door Restoration and Nearby Window Trim	25,000
	Parking Lot Slurry Seal/Stencil	100,000
	Pump House Chemical Treatment Equipment Upgrade	15,000
Total Fiscal Year 2027/2028	<u>265,000</u>	
2028/2029	Depot Elevator Modernization	125,000
	Replace Depot's Roof	150,000
Total Fiscal Year 2028/2029	<u>275,000</u>	
Total Capital Projects		<u>\$ 2,285,000</u>
Beginning Fund Balance		\$ 3,163,045
Estimated Revenues:		
MSI		5,807,218
TDA		1,137,522
SAFE		204,990
COG		109,759
Santa Fe Depot lease revenue		404,230
Total revenues to fund indirect		<u>7,663,720</u>
Indirect expenditures		8,663,719
Amount available for Reserves		<u>\$ 2,163,046</u>
Reserve for Emergencies		\$ 500,000
Reserve for Capital Projects		\$ 1,663,045

Attachment: Exhibit B - Capital Improvement Plan 2022 (7434 : Capital Projects and Reserves based on Policy No. 20600 Funding Indirect

Minute Action

AGENDA ITEM: 27

Date: April 7, 2021

Subject:

Update on Assembly Bill 840 (Holden)

Recommendation:

Receive an update on Assembly Bill 840 (Holden).

Background:

In January 2020, Assembly Member Chris Holden introduced Assembly Bill (AB) 2011 to create the West San Bernardino County Rail Construction Authority, specifically to plan and construct an extension of the Los Angeles County Metropolitan Transportation Authority's (LA Metro) Gold Line from Montclair to Ontario International Airport (ONT). The construction authority would have been governed by a seven member Board of Directors consisting of representatives from Metro, the Cities of Montclair, Upland, Ontario, Rancho Cucamonga, the Ontario International Airport Authority (OIAA) and the San Bernardino County Transportation Authority (SBCTA).

The 2019/2020 Legislative Platform approved by the Board of Directors (Board) states that SBCTA supports legislation that "ensures SBCTA's decision-making authority over transportation projects that are constructed and operated in San Bernardino County." As a result, the SBCTA Legislative Ad Hoc Committee voted to take an oppose position on AB 2011. In March 2020, the SBCTA Board adopted Resolution No. 20-045 reaffirming SBCTA's responsibility as the transportation planning agency and the voter approved steward of transportation funding in San Bernardino County. Additionally, reaffirming that SBCTA will not delegate its obligation to fund, plan, construct and deliver major transportation projects in San Bernardino County.

Due to the onset of the COVID-19 crisis, the state legislature focused their efforts on addressing the pandemic and limited the number of bills that moved through the legislative process. AB 2011 did not receive a committee hearing and was not enacted into law.

On February 17, 2021, Assembly Member Chris Holden introduced AB 840, which was amended on March 15, 2021 to clarify its language and intent. AB 840 would require the county transportation commissions in the Counties of Los Angeles (LA) and San Bernardino to jointly develop, in consultation with certain governmental agencies, such as the Foothill Gold Line Construction Authority, a funding and implementation program for regional transit services to include service to international airports within the multicounty region. Also to create an implementation plan and schedule to establish each regional transit service not already in existence to ONT and other airports if appropriate.

Pending additional information SBCTA staff will make a position recommendation to the Legislative Policy Committee.

Financial Impact:

This item has no financial impact to the Fiscal Year 2020/2021 Budget.

Entity: San Bernardino County Transportation Authority

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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

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

AMENDED IN ASSEMBLY MARCH 15, 2021

CALIFORNIA LEGISLATURE—2021–22 REGULAR SESSION

ASSEMBLY BILL

No. 840

Introduced by Assembly Member Holden

February 17, 2021

An act to add Article 11 (commencing with Section 130460) to Chapter 4 of Division 12 of the Public Utilities Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

AB 840, as amended, Holden. ~~Transportation: interregional connectivity.~~ *County transportation commissions: regional transit service: airports.*

The County Transportation Commissions Act provides for the creation of county transportation commissions in the Counties of Los Angeles, Orange, Riverside, San Bernardino, and Ventura, with various powers and duties relative to transportation planning and funding, as specified. Existing law requires the county transportation commissions for the Counties of Los Angeles, Orange, Riverside, and San Bernardino, upon the adoption of a resolution by each of those commissions, to jointly develop, in consultation with certain governmental agencies, a program for regional transit services, as defined, within the multicounty region.

This bill would require the county transportation commissions in the Counties of Los Angeles and San Bernardino to jointly develop, in consultation with certain governmental agencies, a funding and implementation program for regional transit services to include service to international airports within the multicounty region, as provided. The bill would require the initial regional transit services draft program under these provisions to be completed on or before December 1, 2022.

Attachment: Assembly Bill 840 (7576 : Report of Assembly Member Chris Holden)

The bill would require the county transportation commissions in the Counties of Los Angeles and San Bernardino to hold a joint public hearing in each county in their jurisdiction on the draft program no earlier than 30 days after the draft has been completed. Following the public hearings, the bill would require the county transportation commissions in the Counties of Los Angeles and San Bernardino to adopt the regional transit services program. By imposing additional duties on county transportation commissions, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

~~Existing law establishes the Transportation Agency, which consists of various departments and state entities, including the California Transportation Commission and the Department of Transportation. Existing law provides various sources of revenue for transportation projects undertaken by state and local agencies.~~

~~This bill would express the intent of the Legislature to later enact legislation that would increase interregional connectivity for Californians across counties and improve interconnectivity across modes of transit, and pursue opportunities to meet the state's environmental goals through evidence-based public planning that prioritizes diverse public transit options and active transportation infrastructure.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes.
State-mandated local program: ~~no~~-yes.

The people of the State of California do enact as follows:

- 1 *SECTION 1. Article 11 (commencing with Section 130460) is*
- 2 *added to Chapter 4 of Division 12 of the Public Utilities Code, to*
- 3 *read:*

1
2 *Article 11. Regional Transit Services to Airports*

3
4 130460. *For purposes of this article, the following definitions*
5 *apply:*

6 (a) *“Agencies” means the county transportation commissions*
7 *of the Counties of Los Angeles and San Bernardino.*

8 (b) *“Region” means the multicounty region within the collective*
9 *jurisdiction of the two agencies.*

10 (c) *“Regional transit service” means each existing and planned*
11 *public transit service, including those that are privately owned*
12 *and that either receive public funds or are operated under an*
13 *agreement pursuant to Section 143 of the Streets and Highways*
14 *Code, whether provided by rail or bus, which operates or is*
15 *planned for operation between the two counties in the region.*

16 130461. (a) *The agencies shall jointly develop a funding and*
17 *implementation program for regional transit services to include*
18 *service to international airports. In developing the program, the*
19 *agencies shall consult with the Southern California Association*
20 *of Governments, California Transportation Commission, Ontario*
21 *International Airport Authority, Metro Gold Line Foothill*
22 *Extension Construction Authority, and Counties of Los Angeles*
23 *and San Bernardino.*

24 (b) *The program shall include, at a minimum, all of the*
25 *following:*

26 (1) *A system plan and map of all regional transit services.*

27 (2) *An implementation plan and schedule to establish each*
28 *regional transit service not already in existence to Ontario*
29 *International Airport and other airports if appropriate.*

30 (3) *A policy and implementation plan for the coordination of*
31 *technologies, fares, and schedules to maximize the ability and*
32 *convenience of passengers to transfer among regional transit*
33 *services and to and from other publicly owned or privately owned*
34 *mass transit services in each county connecting to the regional*
35 *transit services.*

36 (4) *A plan to fund current and future construction, including*
37 *from federal and state funds.*

38 (c) *The program shall consider the specialized transportation*
39 *needs of elderly and handicapped persons.*

1 (d) The program shall be consistent with and implement the
2 adopted regional transportation plan for the region.

3 130462. The initial regional transit services draft program
4 under this article shall be completed on or before December 1,
5 2022. The initial program need not reflect intercounty bus services.

6 130463. The agencies shall hold a joint public hearing in each
7 county in their jurisdiction on the draft program no earlier than
8 30 days after the draft has been completed. Following the public
9 hearings, each agency shall adopt the regional transit services
10 program under this article.

11 SEC. 2. If the Commission on State Mandates determines that
12 this act contains costs mandated by the state, reimbursement to
13 local agencies and school districts for those costs shall be made
14 pursuant to Part 7 (commencing with Section 17500) of Division
15 4 of Title 2 of the Government Code.

16 SECTION 1. ~~It is the intent of the Legislature to later enact~~
17 ~~legislation that would increase interregional connectivity for~~
18 ~~Californians across counties and improve interconnectivity across~~
19 ~~modes of transit, and pursue opportunities to meet the state's~~
20 ~~environmental goals through evidence-based public planning that~~
21 ~~prioritizes diverse public transit options and active transportation~~
22 ~~infrastructure.~~

Minute Action

AGENDA ITEM: 28

Date: April 7, 2021

Subject:

Allocation of CRRSAA FTA 5311 Rural Area Funds to Transit Operators

Recommendation:

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

Approve allocations of Federal Transit Administration Section 5311 funding made available under the Coronavirus Response and Relief Supplemental Appropriations Act, and directed specifically to the needs of rural areas, totaling \$4,037,869 to Victor Valley Transit Authority, Morongo Basin Transit Authority, Mountain Transit and the City of Needles as transit operators in the rural areas of San Bernardino County, as recommended in Table 1, Option 3.

Background:

In response to the COVID-19 pandemic, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) was signed into law on December 27, 2020. CRRSAA is the second stimulus package passed to prevent, prepare for, and respond to the coronavirus. CRRSAA included \$14 billion in federal funding to ensure public transportation systems could continue to provide service to the people who depend on them. This item recommends only the allocation of funds appropriated under Section 5311 funding for Rural Areas (Rural 5311), and any other CRRSAA funding will be addressed under separate Board of Directors (Board) action. This is being presented directly to Board without prior Committee review because the Rural 5311 application deadline is April 30, 2021, yet CRRSAA County-level apportionments were just released on March 22, 2021.

Rural 5311 funds are made available by apportionments from the Federal Transit Administration (FTA), and California Department of Transportation (Caltrans), as the FTA Designated Recipient, administers these funds and sub-allocates funds to the rural agencies eligible to receive funding as sub-recipients. Caltrans also applies for and receives funding from the FTA and then reimburses the sub-recipients for eligible expenses. San Bernardino County Transportation Authority's (SBCTA) involvement in the allocation of Rural 5311 funds can vary, ranging from no input at all, such as the first round of stimulus funds, to recommending sub-recipient allocation amounts. Caltrans released the CRRSAA County-level apportionments, and has requested SBCTA work with our rural operators to sub-allocate the CRRSAA funds. In San Bernardino County (SBC), Victor Valley Transit Authority (VVTA), Morongo Basin Transit Authority (MBTA), Mountain Transit (MT), and City of Needles (Needles) are eligible for the Rural 5311 funds.

CRRSAA legislation stipulated that Rural 5311 apportionments made by the FTA to each state may not exceed 125% of the state's combined 2018 Rural Operating Expenses (2018 OE) when combined with the Coronavirus Aid, Relief, and Economic Security (CARES) Act apportionments. Table 1 shows the total combined Rural 5311 apportionment for SBC for CARES plus CRRSAA in the amount of \$8,535,515, or 96.17% of SBC's 2018 OE, and a summary of the total funding by operator for three options to sub-allocate CRRSAA. An expanded table showing how the recommended options were derived is provided in Attachment A. The three allocation options identified by staff are as follows:

- Option 1 – Allocate CRRSAA funds to the operators by the same percentages used under CARES and typical Rural 5311 sub-allocations, which is based on relative percent of

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rural population in the operator's service area. The drawback to this option is that it doesn't follow the legislative intent to limit stimulus funding to 125% of 2018 OE, and the operators end up with varying levels of support based on operating expenses, between 57.35% and 169.16% of 2018 OE.

- Option 2 – The initial sub-allocation is the same as Option 1; however, there is an adjustment for any operator over 125% of 2018 OE, with the overage being distributed to operators under 125% 2018 OE by their total combined percentages.
- Option 3 – Sub-allocate CRRSAA funds to each operator at the same 96.17% combined share of funds received based on their 2018 OE. This essentially spreads the Rural 5311 funding relative to the cost of providing the rural services, which is most in line with the intent of CRRSAA, and is the option recommended by staff.

Table 1 – Summary of CARES Act + CRRSAA Funding Options

CARES 5311 ALLOCATION	TOTAL	NEEDLES	MBTA	MTN. TRANSIT	VVTA RURAL
Total CARES Allocation	\$4,497,646	\$131,853	\$1,287,824	\$910,432	\$2,167,537
CRRSAA Options					
Option 1: CRRSAA by Typical Formula (Population-based)	\$4,037,869	\$115,110	\$1,156,175	\$817,362	\$1,949,222
Option 2: CRRSAA Capped at 125% Max 2018 OE	\$4,037,869	\$175,172	\$1,750,563	\$1,237,567	\$874,567
Option 3 (Staff Recommended): CRRSAA + CARES to = 96.17% of 2018 OE	\$4,037,869	\$194,914	\$1,682,942	\$1,987,081	\$172,932

CARES + CRRSAA COMBINED ALLOCATION OPTIONS	TOTAL	NEEDLES	MBTA	MTN. TRANSIT	VVTA RURAL
Option 1: CRRSAA by Typical Formula (Population-based)	\$8,535,515	\$246,962	\$2,443,999	\$1,727,794	\$4,116,759
Combined* % of 2018 OE	96.17%	72.68%	79.12%	57.35%	169.16%
Option 2: CRRSAA Capped at 125% Max 2018 OE	\$8,535,515	\$307,024	\$3,038,388	\$2,147,999	\$3,042,104
Combined* % of 2018 OE	96.17%	90.36%	98.36%	71.29%	125.00%
Option 3 (Staff Recommendation): CRRSAA + CARES to = 96.17% of 2018 OE	\$8,535,515	\$326,767	\$2,970,766	\$2,897,513	\$2,340,469
Combined* % of 2018 OE	96.17%	96.17%	96.17%	96.17%	96.17%

* CARES + CRRSAA

Whereas, non-stimulus 5311 funds require a 50% match for operating assistance and 80% for capital projects, both CARES Act and CRRSAA funding are provided at a 100-percent federal share with no local match required, funds are available until expended, and funding can be used for all operating expenses. Funds can be used to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19 or any federally-eligible operating expense to maintain transit services, including paying for

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administrative leave for transit personnel due to reduced operations. Costs incurred on or after January 20, 2020, are eligible for reimbursement.

Although the COVID-19 pandemic appears to be drawing to a close, transit ridership throughout SBC, has yet to fully recover to pre-pandemic levels. At the SBCTA March Board meeting ridership data was presented for the first quarter of Fiscal Year (FY) 2020/2021. The ridership information was the following: MBTA 33,661; City of Needles 5,380; and Mountain Transit 20,868. These three agencies saw approximately 48% decrease from previous years. Additionally, VVTA had 166,100 which was a decrease of 63% from the previous year. Public transit operators in SBC are closely monitoring ridership levels and adjusting service levels as needed to accommodate ridership needs. However, the loss of passenger fare revenue has been significant, and diesel sales tax-generated State Transit Assistance (STA) Fund revenue came in 13% lower in FY 2019/2020, and is estimated to be 27% less than pre-pandemic estimates in FY 2021/2022, per the State Controller's Office (SCO) estimates. Stimulus funding allocations are instrumental to backfill this reduced funding and to maintain essential transit services. To that end, SBCTA staff will continue to work together with the transit operators to ensure funding sources are maximized and complement existing funding sources to fill transit operating needs. The Fiscal Year 2021/2022 allocations will be presented to the Transit Committee in June 2021 and to the Board for approval in July 2021 with the latest information available at that time.

Financial Impact:

This item is consistent with the Fiscal Year 2020/2021 Budget.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. It is being presented directly to Board to meet State funding deadlines.

Responsible Staff:

Michele Fogerson, Management Analyst III

Approved
Board of Directors
Date: April 7, 2021

Witnessed By:

CRRSAA - FTA Section 5311 Rural Area

REFERENCE DATA	TOTAL	NEEDLES	MBTA	MTN. TRANSIT	VVTA RURAL
Grand Total of 2018 Rural Operating Expenses (2018 OE)	\$8,875,460	\$339,781	\$3,089,083	\$3,012,913	\$2,433,683
125% of 2018 OE	\$11,094,325	\$424,726	\$3,861,354	\$3,766,141	\$3,042,104

SAN BERNARDINO COUNTY ALLOCATIONS BY CALTRANS	TOTAL	Percent of 2018 OE
CARES - San Bernardino County Allocation	\$4,497,646	50.68%
CRRSAA - San Bernardino County Allocation	\$4,037,869	45.49%
Combined* Percent of 2018 OE	\$8,535,515	96.17%

* CARES + CRRSAA

CARES 5311 ALLOCATION	TOTAL	NEEDLES	MBTA	MTN. TRANSIT	VVTA RURAL
Total CARES Allocation	\$4,497,646	\$131,853	\$1,287,824	\$910,432	\$2,167,537
Percent Share (by Population-based Formula)*	100.00%	2.85%	28.63%	20.24%	48.27%
CARES 5311 Percent of 2018 OE	50.68%	38.81%	41.69%	30.22%	89.06%

*CARES Round 2 %'s Differed Slightly for Needles/VVTA per Needles request and agreement from VVTA

Option 1: CRRSAA ALLOCATION - By Typical Formula (Population-based)	TOTAL	NEEDLES	MBTA	MTN. TRANSIT	VVTA RURAL
Total CRRSAA Allocation	\$4,037,869	\$115,110	\$1,156,175	\$817,362	\$1,949,222
Percent Share	100.00%	2.85%	28.63%	20.24%	48.27%
CRRSAA Percent of 2018 OE	45.49%	33.88%	37.43%	27.13%	80.09%
Combined* Percent of 2018 OE	96.17%	72.68%	79.12%	57.35%	169.16%

* CARES + CRRSAA

OR

Option 2: CRRSAA ALLOCATION - CARES+CRRSAA Capped at 125% Max 2018 OE	TOTAL	NEEDLES	MBTA	MTN. TRANSIT	VVTA RURAL
CARES Allocation (by Population-based Formula)	\$4,497,646	\$131,853	\$1,287,824	\$910,432	\$2,167,537
CRRSAA Allocation (by Population-based Formula)	\$4,037,869	\$115,110	\$1,156,175	\$817,362	\$1,949,222
CARES+CRRSAA (by Population-based Formula)	\$8,535,515	\$246,962	\$2,443,999	\$1,727,794	\$4,116,759
Redistribution Over 125% Max for VVTA Rural	\$0	\$60,061.97	\$594,388.32	\$420,205.01	-\$1,074,655
Total CRRSAA Allocation after Redistribution	\$4,037,869	\$175,172	\$1,750,563	\$1,237,567	\$874,567
Combined* Total Allocation	\$8,535,515	\$307,024	\$3,038,388	\$2,147,999	\$3,042,104
Percent Share of Combined* Total Allocation	100.00%	3.60%	35.60%	25.17%	35.64%
Combined* Percent of 2018 OE	96.17%	90.36%	98.36%	71.29%	125.00%

* CARES + CRRSAA

OR

Option 3 (Staff Recommendation): CRRSAA ALLOCATION by CARES+CRRSAA % of 2018 OE	TOTAL	NEEDLES	MBTA	MTN. TRANSIT	VVTA RURAL
CARES+CRRSAA % of 2018 OE	96.17%	96.17%	96.17%	96.17%	96.17%
Total Allocation at 96.17% (CARES+CRRSAA % of 2018 OE)	\$8,535,515	\$326,767	\$2,970,766	\$2,897,513	\$2,340,469
CARES Allocation	\$4,497,646	\$131,853	\$1,287,824	\$910,432	\$2,167,537
CRRSAA Allocation	\$4,037,869	\$194,914	\$1,682,942	\$1,987,081	\$172,932
CRRSAA Percent Sharare	100.00%	4.83%	41.68%	49.21%	4.28%
Combined* Percent of 2018 OE	96.17%	96.17%	96.17%	96.17%	96.17%

* CARES + CRRSAA

COMBINED TOTAL ALLOCATION* COMPARISON BY OPTION	TOTAL	NEEDLES	MBTA	MTN. TRANSIT	VVTA RURAL
Option 1: CRRSAA by Typical Formula (Population-based)	\$8,535,515	\$246,962	\$2,443,999	\$1,727,794	\$4,116,759
Combined* Percent of 2018 OE	96.17%	72.68%	79.12%	57.35%	169.16%
Option 2: CRRSAA ALLOCATION - CARES+CRRSAA 125% Max 2018 OE	\$8,535,515	\$307,024	\$3,038,388	\$2,147,999	\$3,042,104
Combined* Percent of 2018 OE	96.17%	90.36%	98.36%	71.29%	125.00%
Option 3 (Staff Recommendation): CRRSAA ALLOCATION by CARES+CRRSAA % of 2018 OE	\$8,535,515	\$326,767	\$2,970,766	\$2,897,513	\$2,340,469
Combined* Percent of 2018 OE	96.17%	96.17%	96.17%	96.17%	96.17%

* CARES + CRRSAA

Attachment: Attachment A FTA Section 5311 CRRSAA (7585 : Allocation of CRRSAA 5311 Funds to Rural Transit Operators)

ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2021

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Paul Cook Board of Supervisors	X	X	X									
Janice Rutherford Board of Supervisors	X	X	X									
Dawn Rowe Board of Supervisors	X	X	X									
Curt Hagman Board of Supervisors	X	X	X									
Joe Baca, Jr. Board of Supervisors	X	X	X									
Gerardo Hernandez City of Adelanto												
Art Bishop Town of Apple Valley	X	X	X									
Paul Courtney City of Barstow		X										
Rick Herrick City of Big Bear Lake	X	X	X									
Eunice Ulloa City of Chino	X	X	X									
Ray Marquez City of Chino Hills	X	X	X									
Frank Navarro City of Colton	X	X	X									
Acquanetta Warren City of Fontana	X	X	X									
Darcy McNaboe City of Grand Terrace	X	X	X									
Cameron Gregg City of Hesperia	X	X	X									
Larry McCallon City of Highland	X	X	X									

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

BOARD OF DIRECTORS ATTENDANCE RECORD – 2021

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X	X									
John Dutrey City of Montclair	X	X	X									
Edward Paget City of Needles		X	X									
Alan Wapner City of Ontario	X	X	X									
L. Dennis Michael City of Rancho Cucamonga	X	X	X									
Paul Barich City of Redlands	*	X										
Deborah Robertson City of Rialto	X	X	X									
John Valdivia City of San Bernardino	X	X	X									
Joel Klink City of Twentynine Palms	X	X	X									
Carlos Garcia City of Upland	X	X										
Bill Velto City of Upland	X	*	X	X	X	X	X		X	X	X	X
Deborah Jones City of Victorville	X	X	X									
David Avila City of Yucaipa	X	X	X									
Rick Denison Town of Yucca Valley	X	X	X									
Michael Beauchamp Ex-Official Member	Rebecca Guirado	X	X									

Communication: Attendance (Additional Information)

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

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

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

Acronym List

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

AGENCY REPORTS



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a meeting remotely on Thursday, February 18, 2020. The following is a summary of the meeting.

FYs 2016-18 and 2018-21 Work Programs

Update on MSRC’s Regional Goods Movement Program and Hydrogen Infrastructure Partnership Program

Staff provided an update on MSRC’s Regional Goods Movement and Hydrogen Infrastructure Partnership Programs.

There are four categories under the Regional Goods Movement Program.

- Last Mile Freight Delivery, a partnership was established with SCAG and the program is essentially ready for launch.
- “Maritime Ports” Goods Movement, the MSRC partnered with the Regional Zero-Emission Truck Collaborative on a project which should result in 100 zero emission drayage trucks and supporting infrastructure.
- Near-Zero Emission Truck Cooperative, the MSRC partnered with South Coast AQMD on the Market Acceleration Program and the Voucher Incentive Program (VIP) “Plus Up.” There was slow uptake for the Plus Up Program. In March, the MSRC’s Technical Advisory Committee will review a potential midcourse adjustment for possible MSRC action.
- “Inland Ports” Warehouse Distribution Centers, recent RFPs received a good response and proposals are currently undergoing evaluation.

Staff reported that the MSRC’s Hydrogen Infrastructure Partnership Program will close on April 9, 2021 and is expected to be oversubscribed.

Contract Modification Requests

The MSRC considered five contract modification requests and took the following actions:

1. City of Los Angeles, Contract #ML14018, which provides \$810,000 for 27 Heavy-Duty Natural Gas Vehicles, a nine-month no-cost term extension;

2. City of Fontana, Contract #ML16047, which provides \$500,000 to enhance an existing Class I Bikeway, a one-year no-cost term extension;
3. City of Eastvale, Contract #ML18064, which provides \$80,400 for two light-duty and one medium-duty zero emission vehicles and to install electric vehicle charging infrastructure, a two-year no-cost term extension;
4. City of Wildomar, Contract #ML18137 which provides \$50,000 to install bicycle lanes, a one-year no-cost term extension; and
5. SCAG, Contract #MS18002, which provides \$2,500,000 for the Regional Active Transportation Partnership Program, an eight-month no-cost term extension.

Contracts Administrator's Report

The MSRC's AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2007-08 to the present.

COMMITTEE MEMBERSHIP

**San Bernardino County Transportation Authority (SBCTA)
Representatives on SCAG Committees**

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County	F. Navarro L. McCallon D. Robertson L. Michael R. Marquez R. Putz R. Ramirez C. Hagman	R. Ramirez	D. Robertson R. Putz	F. Navarro L. McCallon L. Michael R. Marquez C. Hagman
†San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. *Terms of appointment expire December 31 of odd-numbered years.		David Avila Ed Paget Acquanetta Warren	Cynthia Moran John Valdivia Rick Denison	John Dutrey

Communication: Representatives on SCAG Committees (Committee Membership)

Rules of Appointment

1. SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †SBCTA Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	12/31/22
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Janice Rutherford, Supervisor	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/21
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Vacant	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$150 payment from Gold Line Authority for participation.	12/31/21
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary John Dutrey, Montclair, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/22 12/31/22
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Valdivia, San Bernardino, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/22 12/31/22

Communication: Appointments to External Agencies (Committee Membership)

Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Deborah Robertson, Rialto	Board of Directors	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 4 th 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.	12/31/22
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	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.	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	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.	12/31/22
Regional Rideshare Agency - Mobile Source Air Pollution Reduction Review Committee	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The County Transportation Commissions within the South Coast Air Basin operating a rideshare program are identified as the Regional Rideshare Agencies. Ride share programs consist of providing resources and ride matching to commuters to reduce single occupancy vehicle trips, as well as employer support for implementing rideshare programs and reduction plans for the South Coast Air Quality Management District’s Rule 2202. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	4/30/22 4/30/22

Communication: Appointments to External Agencies (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.</p>	<p>Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors. (Brown Act)</p>	<p><u>West Valley</u> Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga (Chair TC) Acquanetta Warren, Fontana Curt Hagman, Supervisor (Chair/Vice President/Chair MVSS)</p> <p><u>East Valley</u> Frank Navarro, Colton (Vice Chair/President) Darcy McNaboe, Grand Terrace (Past President) Larry McCallon, Highland Dawn Rowe, Supervisor (Chair MDC)</p> <p><u>Mountain/Desert</u> Art Bishop, Apple Valley Rick Herrick, Big Bear Lake Rick Denison, Yucca Valley Paul Cook, Supervisor</p> <p>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.</p>	<p>6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021 6/30/2021</p>
<p>Transit Committee Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)</p>	<p>L. Dennis Michael, Rancho Cucamonga (Chair) Ray Marquez, Chino Hills** (Vice Chair) Frank Navarro, Colton John Dutrey, Montclair** Larry McCallon, Highland* David Avila, Yucaipa Deborah Robertson, Rialto Alan Wapner, Ontario* Acquanetta Warren, Fontana Dawn Rowe, Supervisor John Valdivia, San Bernardino Rick Denison, Yucca Valley</p>	<p>12/31/2021 (6/30/2021) Indeterminate (6/30/2021) 12/31/2021 Indeterminate Indeterminate 12/31/2022 12/31/2022 Indeterminate 12/31/2021 12/31/2022 12/31/2022 12/31/2022</p>

Communication : Committee Membership (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Mountain/Desert Committee Membership consists of 12 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion.</p> <p>The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.</p> <p>(Brown Act)</p>	<p>Dawn Rowe, Supervisor (Chair) Art Bishop, Apple Valley (Vice Chair) Gerardo Hernandez, Adelanto Paul Courtney, Barstow Rick Herrick, Big Bear Lake Cameron Gregg, Hesperia Edward Paget, Needles Joel Klink, Twentynine Palms Debra Jones, Victorville Rick Denison, Yucca Valley Janice Rutherford, Supervisor Paul Cook, Supervisor</p>	<p>Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate</p>
<p>Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President.</p> <ul style="list-style-type: none"> - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member <p>Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of odd-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.</p>	<p>Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body.</p> <p>Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations.</p> <p>(Brown Act)</p>	<p>Frank Navarro, Colton (President) Curt Hagman, Supervisor (Vice President) Darcy McNaboe, Grand Terrace (Past President) Larry McCallon, Highland Alan Wapner, Ontario Art Bishop, Apple Valley Janice Rutherford, Supervisor</p>	<p>12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021 12/31/2021</p>

Communication: Committee Membership (Committee Membership)

<u>Policy Committee Meeting Times</u>	General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
	Legislative Policy Committee	Second Wednesday, 9:30 a.m., SBCTA Office
	Transit Committee	Second Thursday, 9:00 a.m., SBCTA Office
	Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
<p>Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.</p>	<p>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.</p> <p>(Brown Act)</p>	<p>Board of Directors Curt Hagman, Supervisor (Chair) Dawn Rowe, Supervisor (Vice Chair)</p>	<p>6/30/2021 6/30/2021</p>

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

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

Joint Sub-Committee	PURPOSE	MEMBERSHIP	TERMS
<p>I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee</p> <p>Members of the committee will be members of the SBCTA Board of Directors and will be appointed by the SBCTA Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SBCTA Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.</p>	<p>The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors.</p> <p>(Brown Act)</p>	<p>Alan Wapner, Ontario (Chair) Art Bishop, Town of Apple Valley (Vice Chair) Joe Baca Jr., Supervisor Paul Cook, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Deborah Robertson, Rialto Acquanetta Warren, Fontana</p>	<p>12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022</p>

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 11 members appointed by the SBCTA Executive Director.</p> <p>5 representing Public Transit Providers 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings (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</p> <p>(Brown Act)</p>	<p>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</p> <p>At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Option House Loma Linda Medical Center</p>	<p>On-going On-going On-going On-going On-going On-going</p> <p>5/31/2021 9/30/2023 9/30/2023 6/30/2022 5/31/2021</p>

Communication: Committee Membership (Committee Membership)

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

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <ul style="list-style-type: none"> A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector. B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding. C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements. D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements. E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC. <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Vacant (A) Gerry Newcombe (B) Wayne Hendrix (C) Rick Gomez (D) Mike Layne (E) Frank Navarro, Ex-Officio Ray Wolfe, Ex-Officio</p>	<p>12/31/24 12/31/22 12/31/22 12/31/22</p>

Communication: Committee Membership (Committee Membership)

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Council of Governments Ad Hoc Committee In June 2016, the SBCTA Board President appointed this ad hoc committee.</p>	<p>To provide direction relative to the Council of Governments annual work plan.</p>	<p>Alan Wapner, Ontario – Chair Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Janice Rutherford, Supervisor</p>
<p>Omnitrans/San Bernardino County Transportation Authority Ad Hoc Committee In April 2019, President McNaboe appointed SBCTA members to this ad hoc committee.</p>	<p>To provide policy guidance related to funding allocations and project delivery.</p>	<p>Ron Dailey, Loma Linda (Omnitrans) Penny Lilburn, Highland (Omnitrans) Sam Spagnolo, Rancho Cucamonga (Omnitrans) Darcy McNaboe, Grand Terrace (SBCTA) Dusty Rigsby, Loma Linda (SBCTA) Ray Marquez, Chino Hills (SBCTA)</p>

<p>Equity Ad Hoc Committee On October 7, 2020, the Board approved the establishment of this ad hoc committee composed of seven Board members appointed by the Board President. Membership consists of the following: - 2 East Valley member - 2 West Valley member - 2 Mountain/Desert member - 1 County member</p>	<p>To look broadly at equity and inequity region-wide both within the practices, policies and projects of SBCTA, as well as policies and issues facing SBCOG's member agencies.</p>	<p>L. Dennis Michael, Rancho Cucamonga Acquanetta Warren, Fontana John Valdivia, San Bernardino Rick Denison, Yucca Valley Darcy McNaboe, Grand Terrace Art Bishop, Apple Valley Joe Baca Jr., Supervisor</p>
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SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>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.</p>	<p>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.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.</p>
<p>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.</p>	<p>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.</p>	<p>Meets on the first Thursday of each month at 10:00 AM, at SBCTA.</p>
<p>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.</p>	<p>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.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).</p>
<p>Project Development Teams</p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by 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.</p>	<p>Varies with the PDT.</p>

Communication: Committee Membership (Committee Membership)



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